



Sentry Management, Inc.  
2180 W SR 434 Ste 5000  
Longwood, FL 32779  
(855) 870-9900

# Disclosure for Maryland Resale

## SMI-A68892

### THE COVE CREEK CLUB INC

This disclosure has been prepared on 4/10/20  
on behalf of PHYLLIS DIXON REV TR; owner(s) of  
101 Windward Ct , Stevensville, MD 21666-3738  
Purchaser(s) is/are Auction - TBD.

This disclosure statement is provided pursuant to **Section 11B-106(B)** of the Maryland Homeowners Association Act. Upon written request by the purchaser, the seller is to provide the statement to the purchaser. The association is not required to deliver this packet to the purchaser.

This Certificate is valid for sixty (60) days from the date of issuance.

Any owner, either as seller or purchaser, should carefully review this Certificate of HOA Resale and all attached documents. Please consult with your real estate agent or attorney pertaining to any specific questions or concerns.

1. Subject lot is located within THE COVE CREEK CLUB INC.

2. The current fees or assessments imposed by the Homeowners Association are:

Regular Assessment: \$1,430.00 due Quarterly on the 1ST day of the payment period

Resale Disclosure Fee: \$300.00

Capital Contribution: \$8,580.00

Late Fee: 10% LATE FEE IF RECEIVED AFTER 30 DAYS

Interest: 10% PER ANNUM INTEREST IF RECEIVED AFTER 30 DAYS

Is there a special assessment for this association?

**None noted at this time.**

Are any of the fees, assessments or other charges against the lot delinquent, or is a credit due?

**No delinquent fees.**

3. Sentry Management, Inc. is the managing agent and is authorized by the Homeowners Association to provide members of the public information regarding the Homeowners Association and the development.

Management Agent: Sentry Management, Inc.  
Address: 2180 W SR 434 Ste 5000  
City, State, Zip: Longwood, FL 32779  
Telephone: (855) 870-9900  
Fax: (888) 450-3914

4(i). A statement as to whether the owner has actual knowledge of the existence of any unsatisfied judgments or pending lawsuits against the Homeowners Association:

**There is no pending litigation for which the Association is named a party.**



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4(ii). A statement as to whether the owner has actual knowledge of any pending claims, covenant violations, actions or notices of default against the lot:

**There are no written notices of violation of the governing documents for this address in our files as of this date. This does not mean that there are no violations, and it does not prevent action by the association for anything that may exist that is a violation of the attached governing documents of the association.**

5. Include a copy of the bylaws, rules, regulations, articles of incorporation, declaration, and all recorded covenants and restrictions.

**Please see attached documents.**

This disclosure packet was prepared by Sentry Management, Inc. on 4/10/20.  
This Certificate is valid for sixty (60) days from the date of issuance.

### ADDITIONAL COMMENTS

- Once closing is scheduled to take place, closing agent is required to log back in to request a financial update.
- RECORD TRANSACTION FEE 50.00
- CAPITAL CONTRIBUTION - ALL SALES = \$8,580.00



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# THE COVE CREEK CLUB INC

Resale Forms





## New Owner Contact Information

### Return Form with Copy of Deed

Sentry Management sends a welcome package to all new homeowners upon the purchase of their home that contains important information regarding their Association, including how to pay their assessments. In an effort to ensure that this is sent to the correct location, we request that all new owners provide their contact information upon closing so that we can update the Association's records accurately.

**Attention Closing Agent:** Please have the buyer complete form and return with copy of deed and check to 2180 W SR 434 Ste 5000, Longwood, FL 32779. If no funds are due to association from closing, please email this form and copy of deed to [closings@sentrymgt.com](mailto:closings@sentrymgt.com).

#### PROPERTY INFORMATION

NAME OF ASSOCIATION \_\_\_\_\_

PROPERTY ADDRESS \_\_\_\_\_

CITY STATE \_\_\_\_\_

ZIP \_\_\_\_\_

CLOSING DATE \_\_\_\_\_

#### HOMEOWNER INFORMATION

BUYER'S NAME (AS IT APPEARS ON DEED) \_\_\_\_\_

PHONE NUMBER (HOME) \_\_\_\_\_

CELL \_\_\_\_\_

WORK \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

SECOND EMAIL ADDRESS (IF APPLICABLE) \_\_\_\_\_

MAILING ADDRESS (IF DIFFERENT THAN PROPERTY) \_\_\_\_\_

CITY STATE \_\_\_\_\_

ZIP \_\_\_\_\_

BUYER'S SIGNATURE(S): \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_



# THE COVE CREEK CLUB INC

Current Unaudited Financials



054570  
THE COVE CREEK CLUB INC

FINANCIAL REPORT  
October 2019

PREPARED BY:

SENTRY MANAGEMENT, INC. (EXPORTED)

RUN 12/23/19 12:16:07

THE COVE CREEK CLUB INC  
\*\*\*\*\* NOTES TO THE FINANCIAL \*\*\*\*\*

054570

PAGE 1

COA#	DESCRIPTION	COMMENTS	DATE
1015	UNION BANK - CHECKING - PRIMARY	LAST RECONCILED ON 11/30/2019	12/10/2019
1041	QUEENSTOWN - CHK - PREV MGT/OPER	LAST RECONCILED ON 11/30/2019	12/11/2019
1042	GREENSTOWN - PAYROLL - PREV MGT/OPER	LAST RECONCILED ON 11/30/2019	12/10/2019
1060	WYE FINANCIAL & TRUST PREV MGT/RSV	LAST RECONCILED ON 10/31/2019	12/03/2019
1067	QUEENSTOWN - MM - PREV MGT/RSV	LAST RECONCILED ON 11/30/2019	12/10/2019
1068	WYE FINANCIAL & TRUST PREV MGT/RSV	LAST RECONCILED ON 10/31/2019	12/03/2019
1085	UNION BANK - CHECKING - ESCROW	LAST RECONCILED ON 11/30/2019	12/10/2019
1280	DUE FROM OPERATING TO RESERVE	I CANNOT FIND WHAT HOMEOWNER THIS BELONGS TOO. HOW WOULD YOU LIKE TO PROCEED?	10/31/2019
1280	DUE FROM OPERATING TO RESERVE	DOES THE BOD KNOW WHO THIS DEPOSIT BELONGS TOO?	10/31/2019
2118	DESIGN INSPECTION DEPOSIT	HAS A BALANCE BECAUSE THERE WERE SOME QUARTERLY DUES THAT WERE RECORDED INCORRECTLY IN QUICKBOOKS. HOW WOULD THE BOD LIKE TO PROCEED.	10/31/2019
2180	SUSPENSE	IS MISSING THE OCTOBER INVOICE HOWEVER ALL OTHER ELECTRIC INVOICES HAVE BEEN POSTED. ARE YOU EXPECTING ONE?	10/31/2019
2180	SUSPENSE		10/31/2019
7914	PUMPHOUSE 1		10/31/2019
7914	PUMPHOUSE 1		10/31/2019

THE COVE CREEK CLUB INC  
BALANCE SHEET  
October 2019

054570

PAGE 2

ASSETS		OPERATING	RESERVE	ESCROW	TOTAL
CURRENT ASSETS					
1015	UNION BANK - CHECKING - PRIMARY	189,771.33			189,771.33
1041	QUEENSTOWN - CHK - PREV MGT/OPER	31,822.09			31,822.09
1042	ORENSTOWN - PAYROLL - PREV MGT/OPER	6,210.95			6,210.95
1060	WYE FINANCIAL & TRUST PREV MGT/RSV		1,621.46		1,621.46
1067	QUEENSTOWN - MM -PREV MGT/RSV		47,203.04		47,203.04
1068	WYE FINANCIAL & TRUST PREV MGT/RSV		394,925.37		394,925.37
1085	UNION BANK - CHECKING - ESCROW			2,550.00	2,550.00
1100	CASH REGISTER	234.28			234.28
ACCOUNTS RECEIVABLE					
1210	ASSESSMENTS	228,038.65	443,749.87	2,550.00	674,338.52
1220	MEMBER SALE	96,934.53			96,934.53
1250	LEGAL FEES	14,989.50			14,989.50
1260	ALLOWANCE FOR DOUBTFUL ACCOUNTS	1,211.31			1,211.31
1272	RECEIVABLES - UNDEPOSITED FUNDS	(21,393.62)			(21,393.62)
1280	DUE FROM OPERATING TO RESERVE	(1,400.00)			(1,400.00)
			315.21		315.21
PREPAID ASSETS					
1351	PREPAID WASTE MANAGEMENT	90,341.72	315.21	0.00	90,656.93
		1,352.80			1,352.80
PROPERTY AND EQUIPMENT					
1510	LAND	1,352.80	0.00	0.00	1,352.80
1560	MACHINERY & EQUIPMENT	86,698.89			86,698.89
1680	ACCUMULATED DEPRECIATION	313,137.85			313,137.85
		(151,601.39)			(151,601.39)
		248,235.35	0.00	0.00	248,235.35

THE COVE CREEK CLUB INC  
B A L A N C E S H E E T  
October 2019

	OPERATING	RESERVE	ESCROW	TOTAL
INVENTORY				
1801 INVENTORY	25,949.11			25,949.11
1805 ACCUM AMORT - ORG COSTS	(11,835.00)			(11,835.00)
1806 INTANGIBLE ASSETS - ORG COSTS	11,835.00			11,835.00
	-----	-----	-----	-----
	25,949.11	0.00	0.00	25,949.11
	-----	-----	-----	-----
TOTAL ASSETS	593,917.63	444,065.08	2,550.00	1,040,532.71
	=====	=====	=====	=====

THE COVE CREEK CLUB INC  
B A L A N C E S H E E T  
October 2019

	OPERATING	RESERVE	ESCROW	TOTAL
LIABILITIES				
CURRENT LIABILITIES				
2010 ACCOUNTS PAYABLE	15,139.03			15,139.03
2030 DEFERRED QUARTERLY ASSESSMENT	107,333.34			107,333.34
2090 SALES TAX PAYABLE	819.00			819.00
2093 SUTA	(34.35)			(34.35)
2094 FUTA	215.51			215.51
2097 STATE WITHHOLDING	154.69			154.69
2118 DESIGN INSPECTION DEPOSIT			200.00	200.00
2130 PREPAID ASSESSMENTS	3,270.98			3,270.98
2133 PREPAID ASSESSMENTS - MEMBER SALES	468.58			468.58
2180 SUSPENSE	5,600.00			5,600.00
2181 SUSPENSE - 8/12/19 QUEENSTOWN DEP VAR	48.00			48.00
2190 ESCROW DEPOSIT			2,350.00	2,350.00
-----				
	133,014.78	0.00	2,550.00	135,564.78
RESTRICTED EQUITY - RESERVES				
2215 RESERVES - INTEREST		6,147.87		6,147.87
2270 RESERVES - DEFERRED MAINTENANCE		425,599.00		425,599.00
2360 RESERVES - OPERATIONS		10,401.29		10,401.29
-----				
	0.00	442,148.16	0.00	442,148.16
SPENT FROM RESERVES				
-----				
	0.00	0.00	0.00	0.00
OPERATING EQUITY				
2635 UNREALIZED GAIN/LOSS-		1,916.92		1,916.92
2640 TRANSFER RESTRICTED RSV EQUITY TO OPER	105,000.00			105,000.00
2650 PRIOR YEAR SURPLUS (DEFICIT)	456,150.79			456,150.79
2652 PRIOR YEAR ADJUSTMENTS	1,915.00			1,915.00
2670 CURRENT YEAR SURPLUS (DEFICIT)	(102,162.94)			(102,162.94)
-----				
	460,902.85	1,916.92	0.00	462,819.77
-----				
	593,917.63	444,065.08	2,550.00	1,040,532.71
=====				
TOTAL LIABILITIES				



THE COVE CREEK CLUB INC  
REVENUE & EXPENSE BUDGET COMPARISON REPORT  
OCTOBER 2019

	CURRENT PERIOD	MONTHLY BUDGET	MONTHLY VARIANCE	10 MONTH PERIOD	Y-T-D BUDGET	Y-T-D VARIANCE	ANNUAL BUDGET
INCOME							
4020 ASSESSMENTS - QUARTERLY	53,666.67	53,666.67	0.00	536,666.66	536,666.66	0.00	644,000
4060 LATE CHARGES	2,271.02	0.00	2,271.02	4,264.78	0.00	4,264.78	0
4080 CLOSING FEES	35,700.00	8,400.00	27,300.00	94,150.00	42,000.00	52,150.00	58,800
4100 INTEREST - OPERATING	1.83	0.00	1.83	160.90	0.00	160.90	0
4120 MISCELLANEOUS	99.99	41.67	58.32	2,232.28	416.66	1,815.62	500
4334 BREEZE HOUSE RENT	0.00	145.83	-145.83	300.00	1,458.34	-1,158.34	1,750
4340 INTEREST - RESERVES	6.86	416.67	-409.81	6,147.87	4,166.66	1,981.21	5,000
4350 INTEREST ALLOC TO RESERVES	- 6.86	0.00	- 6.86	-6,147.87	0.00	-6,147.87	0
4630	91,739.51	62,670.84	29,068.67	637,774.62	584,708.32	53,066.30	710,050
GOLF COURSE AND MARINA							
4711 BAG TAGS	0.00	1,493.57	-1,493.57	9,320.00	7,467.86	1,852.14	10,455
4712 GOLF CART RENTAL	264.00	0.00	264.00	2,125.00	0.00	2,125.00	0
4713 GREEN FEES	405.00	571.43	-166.43	2,165.00	2,857.14	-692.14	4,000
4720 PRO SHOP SALES	1,602.19	41.67	1,560.52	11,599.34	416.66	11,182.68	500
4721 GIFT CERTIFICATES	- 25.00	0.00	- 25.00	260.00	0.00	260.00	0
4725 TIMELY DISCOUNT SALES TAX	0.00	0.00	0.00	6.60	0.00	6.60	0
4731 MARINA GAS	1,163.69	195.14	968.55	25,672.69	975.72	24,696.97	1,366
4732 MARINA MISC INCOME	0.00	0.00	0.00	350.00	0.00	350.00	0
4733 SLIP RENTALS	0.00	-3,901.92	3,901.92	49,574.00	-39,019.16	88,593.16	-46,823
4734 STORAGE	200.00	-820.00	1,020.00	9,430.00	-8,200.00	17,630.00	- 9,840
4749	3,609.88	-2,420.11	6,029.99	110,502.63	-35,501.78	146,004.41	- 40,342

THE COVE CREEK CLUB INC  
REVENUE & EXPENSE BUDGET COMPARISON REPORT  
OCTOBER 2019

	CURRENT PERIOD	MONTHLY BUDGET	MONTHLY VARIANCE	10 MONTH PERIOD	Y-T-D BUDGET	Y-T-D VARIANCE	ANNUAL BUDGET
MEMBER SERVICES AND OTHER INCOME							
4751 MEMBER SERVICES INCOME	0.00	42.86	- 42.86	0.00	214.28	-214.28	300
4752 ICE	32.00	0.00	32.00	1,018.00	0.00	1,018.00	0
4753 POSTAGE AND MISC	0.00	0.00	0.00	254.30	0.00	254.30	0
4771 CCGMA	0.00	0.00	0.00	1,260.00	0.00	1,260.00	0
4772 PRESIDENT'S CUP DINNER	0.00	0.00	0.00	3,200.00	0.00	3,200.00	0
4773 BOCCCE	0.00	0.00	0.00	740.00	0.00	740.00	0
4968 RECAPTURE OF BAD DEBT	0.00	600.00	-600.00	0.00	6,000.00	-6,000.00	7,200
4969 ALLOWANCE FOR DOUBTFUL ACCOUNTS	0.00	0.00	0.00	-21,393.62	0.00	-21,393.62	0
4979	32.00	642.86	-610.86	-14,921.32	6,214.28	-21,135.60	7,500
4980 TOTAL INCOME	95,381.39	60,893.59	34,487.80	733,355.93	555,420.82	177,935.11	677,208
EXPENSES							
SERVICE CONTRACTS							
5906 PEST CONTROL	0.00	0.00	0.00	2,049.25	0.00	2,049.25	0
5910 JANITORIAL	566.10	881.58	-315.48	6,690.50	8,815.84	-2,125.34	10,579
5916 FIRE EXTINGUISHERS	0.00	0.00	0.00	545.45	0.00	545.45	0
5924 DUMPSTER EXPENSE	999.35	3,257.58	-2,258.23	11,005.41	32,575.84	-21,570.43	39,091
5954 PORT-O-POTTY	185.50	0.00	185.50	1,463.31	0.00	1,463.31	0
5999	1,750.95	4,139.16	-2,388.21	21,753.92	41,391.68	-19,637.76	49,670

THE COVE CREEK CLUB INC  
REVENUE & EXPENSE BUDGET COMPARISON REPORT  
OCTOBER 2019

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	CURRENT PERIOD	MONTHLY BUDGET	MONTHLY VARIANCE	10 MONTH PERIOD	Y-T-D BUDGET	Y-T-D VARIANCE	ANNUAL BUDGET
GROUNDS MAINTENANCE							
6036 ROADS, PATH, AND BRIDGES	7,700.00	666.67	7,033.33	7,942.55	6,666.66	1,275.89	8,000
6040 CONTRACTED LAWN SERVICE	14,338.38	4,779.50	9,558.88	57,353.52	47,795.00	9,558.52	57,354
6044 LAWN SUPPLIES	0.00	41.67	-41.67	440.00	416.66	23.34	500
6305 COMMON AREA MAINTENANCE	311.00	529.17	-218.17	4,349.52	5,291.66	-942.14	6,350
6550 SIGNS	0.00	416.67	-416.67	0.00	4,166.66	-4,166.66	5,000
6999	22,349.38	6,433.68	15,915.70	70,085.59	64,336.64	5,748.95	77,204
MEMBER SERVICES							
7337 PRESIDENT'S DINNER	0.00	125.00	-125.00	3,788.85	1,250.00	2,538.85	1,500
7339 HABITAT RESTORATION (INCL. PHRAG)	0.00	0.00	0.00	-4,296.85	0.00	-4,296.85	0
7341 MISCELLANEOUS - MEMBER SERVICE EXP	0.00	0.00	0.00	105.67	0.00	105.67	0
7899	0.00	125.00	-125.00	-402.33	1,250.00	-1,652.33	1,500
UTILITIES							
7910 UTILITY EXPENSE	576.51	1,854.92	-1,278.41	2,043.94	18,549.16	-16,505.22	22,259
7911 CART SHED	48.54	0.00	48.54	518.88	0.00	518.88	0
7912 CLUBHOUSE	283.56	0.00	283.56	7,782.23	0.00	7,782.23	0
7913 EXERCISE FACILITY	50.14	0.00	50.14	987.98	0.00	987.98	0
7914 PUMPHOUSE 1	0.00	0.00	0.00	4,541.28	0.00	4,541.28	0
7915 PUMPHOUSE 2	25.01	0.00	25.01	331.78	0.00	331.78	0
7930 TELEPHONE/CABLE/INTERNET	366.71	0.00	366.71	3,545.68	0.00	3,545.68	0
7960 GAS-BUILDING	0.00	0.00	0.00	1,090.27	0.00	1,090.27	0

THE COVE CREEK CLUB INC  
REVENUE & EXPENSE BUDGET COMPARISON REPORT  
OCTOBER 2019

	CURRENT PERIOD	MONTHLY BUDGET	MONTHLY VARIANCE	10 MONTH PERIOD	Y-T-D BUDGET	Y-T-D VARIANCE	ANNUAL BUDGET
7999	1,350.47	1,854.92	-504.45	20,842.04	18,549.16	2,292.88	22,259

ADMINISTRATIVE

8020	MANAGEMENT FEE	1,800.00	0.00	1,800.00	7,200.00	0.00	7,200.00	0
8040	POSTAGE	55.15	100.00	-44.85	659.30	1,000.00	-340.70	1,200
8060	COPIES/PRINTING/SUPPLIES	359.79	166.67	193.12	4,078.06	1,666.66	2,411.40	2,000
8080	CPA SERVICES	0.00	166.67	-166.67	1,915.00	1,666.66	248.34	2,000
8100	LEGAL EXPENSE	105.50	125.00	-19.50	9,218.46	1,250.00	7,968.46	1,500
8106	LEGAL EXPENSE - COLLECTIONS	259.50	0.00	259.50	-406.50	0.00	-406.50	0
8119	INSURANCE - EQUIPMENT	0.00	0.00	0.00	21.44	0.00	21.44	0
8142	FEES/DUES/LICENSES	0.00	0.00	0.00	782.44	0.00	782.44	0
8190	MISCELLANEOUS	84.80	333.33	-248.53	1,455.70	3,333.34	-1,877.64	4,000
8230	BANK CHARGES	0.00	0.00	0.00	35.00	0.00	35.00	0
8270	SECURITY PROVISIONS	0.00	41.67	-41.67	3,498.61	416.66	3,081.95	500
8321	SOCIAL COMMITTEE	29.92	41.67	-11.75	1,379.52	416.66	962.86	500
8400	SALES TAX	0.00	42.50	-42.50	7.77	425.00	-417.23	510
8479		2,694.66	1,017.51	1,677.15	29,844.80	10,174.98	19,669.82	12,210

INSURANCE

8483	FLOOD INSURANCE	0.00	3,022.71	-3,022.71	4,034.00	15,113.58	-11,079.58	21,159
8489	LIABILITY INSURANCE	2,129.19	0.00	2,129.19	11,604.88	0.00	11,604.88	0
8499		2,129.19	3,022.71	-893.52	15,638.88	15,113.58	525.30	21,159

THE COVE CREEK CLUB INC  
REVENUE & EXPENSE BUDGET COMPARISON REPORT  
OCTOBER 2019

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	CURRENT PERIOD	MONTHLY BUDGET	MONTHLY VARIANCE	10 MONTH PERIOD	Y-T-D BUDGET	Y-T-D VARIANCE	ANNUAL BUDGET
FACILITIES							
8501 CLUBHOUSE	2,933.19	100.00	2,833.19	3,873.83	1,000.00	2,873.83	1,200
8502 BREEZEHOUSE	0.00	41.67	- 41.67	964.26	416.66	547.60	500
8503 MAINTENANCE BUILDING	0.00	41.67	- 41.67	3,068.17	416.66	2,651.51	500
8504 GARD HOUSE	0.00	25.00	- 25.00	200.34	250.00	- 49.66	300
8520 BOCC/ TENNIS COURT MAINTENANCE	0.00	714.29	-714.29	3,989.02	3,571.42	417.60	5,000
8521 EXERCISE ROOM	0.00	41.67	- 41.67	611.68	416.66	195.02	500
8522 SUPPLIES/PARTS	233.39	707.50	-474.11	2,126.87	7,075.00	-4,948.13	8,490
8523 MISC MAINT/REPAIR	710.30	250.00	460.30	833.70	2,500.00	-1,666.30	3,000
8527 GOLF COURSE SUPPLIES & SERVICES	0.00	0.00	0.00	185.57	0.00	185.57	0
8551 EQUIPMENT MAINTENANCE	0.00	439.33	-439.33	0.00	4,393.34	-4,393.34	5,272
8599	3,876.88	2,361.13	1,515.75	15,853.44	20,039.74	-4,186.30	24,762
MARINA							
8645 MARINA DREDGING	0.00	3,875.00	-3,875.00	45,000.00	38,750.00	6,250.00	46,500
8647 SUPPLIES/REPAIRS/SLIP REFUNDS	0.00	0.00	0.00	15,474.80	0.00	15,474.80	0
8681 MISCELLANEOUS REPAIRS	0.00	583.33	-583.33	7,089.24	5,833.34	1,255.90	7,000
8699	0.00	4,458.33	-4,458.33	67,564.04	44,583.34	22,980.70	53,500
GOLF COURSE							
8740 GOLF COURSE CONTRACT	84,672.00	48,384.00	36,288.00	338,688.00	241,920.00	96,768.00	338,688
8741 RENOVATIONS	0.00	166.67	-166.67	10,497.00	1,666.66	8,830.34	2,000
8745 GOLF COURSE SUPPLIES	52.87	928.57	-875.70	7,106.87	4,642.86	2,464.01	6,500

THE COVE CREEK CLUB INC  
REVENUE & EXPENSE BUDGET COMPARISON REPORT  
OCTOBER 2019

054570

	CURRENT PERIOD	MONTHLY BUDGET	MONTHLY VARIANCE	10 MONTH PERIOD	Y-T-D BUDGET	Y-T-D VARIANCE	ANNUAL BUDGET
8748 HANDICAP SYSTEM	0.00	148.57	-148.57	946.00	742.86	203.14	1,040
8749	84,724.87	49,627.81	35,097.06	357,237.87	248,972.38	108,265.49	348,228

PAYROLL

8751 PAYROLL - MAINTENANCE	3,147.08	2,733.33	413.75	22,362.49	27,333.34	-4,970.85	32,800
8752 MILEAGE - MAINTENANCE	0.00	0.00	0.00	21.17	0.00	21.17	0
8756 PAYROLL - OFFICE	2,849.93	4,883.33	-2,033.40	33,986.94	48,833.34	-14,846.40	58,600
8760 PAYROLL - SECURITY	3,341.13	6,618.14	-3,277.01	34,358.98	33,090.72	1,268.26	46,327
8764 FEDERAL TAXES (941/944)	714.41	1,397.14	-682.73	6,939.80	6,985.72	-45.92	9,780
8765 FEDERAL UNEMPLOYMENT (940)	13.02	0.00	13.02	297.35	0.00	297.35	0
8766 MD UNEMPLOYMENT TAX	11.01	0.00	11.01	169.61	0.00	169.61	0
8767 PAYROLL FEE	0.00	0.00	0.00	2,135.08	0.00	2,135.08	0
8799	10,076.58	15,631.94	-5,555.36	100,271.42	116,243.12	-15,971.70	147,507

COST OF GOODS SOLD

8817 COGS - PRO SHOP	1,461.72	0.00	1,461.72	10,599.17	0.00	10,599.17	0
8818 PRO SHOP ADJUSTMENTS	0.00	0.00	0.00	252.91	0.00	252.91	0
8819 COGS - MARINA GAS	1,155.48	0.00	1,155.48	24,341.80	0.00	24,341.80	0
8820 COGS - ICE	24.00	0.00	24.00	469.00	0.00	469.00	0
8849	2,641.20	0.00	2,641.20	35,662.88	0.00	35,662.88	0

THE COVE CREEK CLUB INC  
REVENUE & EXPENSE BUDGET COMPARISON REPORT  
OCTOBER 2019

	CURRENT PERIOD	MONTHLY BUDGET	MONTHLY VARIANCE	10 MONTH PERIOD	Y-T-D BUDGET	Y-T-D VARIANCE	ANNUAL BUDGET
UNRESTRICTED RESERVES							
9550 ROADS	0.00	15,714.29	-15,714.29	91,166.32	78,571.42	12,594.90	110,000
9557 MARTINA GAS PUMP	0.00	833.33	-833.33	10,000.00	8,333.34	1,666.66	10,000
9599	0.00	16,547.62	-16,547.62	101,166.32	86,904.76	14,261.56	120,000
9980 TOTAL EXPENSES	131,594.18	105,219.81	26,374.37	835,518.87	667,559.38	167,959.49	877,999
9990 GAIN (LOSS)	( 36,212.79)	( 44,326.22)	( 8,113.43)	( 102,162.94)	( 112,138.56)	( 9,975.62)	-200.79
1							

# THE COVE CREEK CLUB INC

Articles of Incorporation





**AMENDED ARTICLES OF INCORPORATION  
OF  
THE COVE CREEK CLUB, INC.**

**October 24, 2011**

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### **Article One - Certification**

We, the undersigned President and Vice President of the Cove Creek Club, Inc., who are residents of Queen Anne's County, Maryland, and who are at least twenty-one (21) years of age, pursuant to the General laws of the State of Maryland authorizing the filing of Articles of Incorporation, hereby certify that these Amended Articles of Incorporation have been approved by an appropriate vote of the Members of the Corporation, and are intended and do hereby supercede, restate and replace the Articles of Incorporation of The Cove Creek Club, Inc. dated the 7th day of September, 1979 and all previous amendments and supplements made thereto. We further certify that, by these Articles of Amendment, it is our intent to continue with a non-stock not-for-profit corporation.

### **Article Two - Name of Corporation**

The name of the Corporation is The Cove Creek Club, Inc.

### **Article Three - Corporate Purposes**

The purposes for which the Corporation is formed are:

- a. To promote the health, safety and welfare of the residents of The Cove Creek Club that is located in the fourth election district of Queen Anne's County, Maryland, and as described and defined in the applicable Declaration of Covenants, Conditions and Restrictions, as amended, recorded or to be recorded in the land records for Queen Anne's County, Maryland.
- b. To acquire, own, maintain and operate a golf course, marina, and other recreational facilities, open spaces, commons and walkways, including such facilities and services in connection therewith as permitted by law and including, but not limited to, the following:
  - 1) Maintenance of properties within The Cove Creek Club;
  - 2) Such other supplemental municipal services or other services as may be deemed necessary.
- c. To fix assessments or charges to be levied against the Private Lots located within The Cove Creek Club and the Owners thereof.
- d. To enforce any and all covenants, conditions, restrictions, agreements and Bylaws applicable to The Cove Creek Club, Inc.
- e. To subdivide, sell, dedicate or transfer all or any part of the Community Properties pursuant to Article Seven of the Amended and Restated Bylaws of the Corporation.
- f. To carry out all or any part of the foregoing objects consistent with the Declaration of Covenants, Conditions, and Restrictions and the Bylaws.

- g. To carry out all or any part of the foregoing objects convenient or proper for the accomplishment of any of the objects and purposes herein enumerated or incidental to the powers herein specified, or which at any time may appear conducive to or expedient for the accomplishment of any such objects and purposes, consistent with the Declaration of Covenants, Conditions and Restrictions and the Bylaws.

#### **Article Four - Capital Stock**

This Corporation is not authorized to issue capital stock.

#### **Article Five - Membership**

Every individual person who is a record Owner of a fee or undivided fee interest in any Private Lot or condominium located within The Cove Creek Club, shall automatically be a Member of The Cove Creek Club, Inc., provided that any such person who holds such interest merely as security for the performance of an obligation shall not be a Member. The Owner shall file a current copy of the portion of the deed indicating the Owner's name(s) of the Private Lot with the Secretary. If the Owner is a corporation, trust, partnership, association or any other legal entity other than natural persons acting as individuals, then such Owners shall register the names of no more than two individuals with the Secretary and only such registered individuals are considered Members.

#### **Article Six - Voting Rights**

Members in good standing shall be entitled to one vote for each Private Lot in which they hold the interests required for Membership under Article Five. When more than one person or entity holds such interest or interests in any Private Lot, the one vote for such Private Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast per Private Lot. In the event that all co-owners are unable to agree on the manner in which to cast the vote, then such vote shall not be counted. Voting rights are contingent upon the Member being a Member in good standing on the date the votes are officially counted for any issue or for any election.

#### **Article Seven - Corporate Address**

The post office address of the principal office of the Corporation is 114 North Creek Court, Stevensville, Maryland 21666.

#### **Article Eight - Board of Directors**

A Board of five Directors, who shall be Members of the Corporation, shall manage the affairs of the Corporation. The Board of Directors shall consist of five Directors who shall hold office until the election of their successors for the terms hereinafter set forth. Beginning with the first annual meeting which was held on or about December 31, 1980, the Members elected two Directors for a term of three years; at the second annual meeting the Members elected two Directors for a term of three years; and at the third annual meeting, the Members elected one Director for a term of three years; and at each subsequent annual meeting the Members elected and shall elect the

applicable number of Directors to those terms then expiring in accordance with the foregoing schedule.

#### **Article Nine - Corporate Dissolution and Disposition**

The Corporation may be dissolved only upon assent of seventy-five percent (75%) of all Membership votes eligible to be cast, which votes shall be cast by written ballot. The ballot shall be sent to all Members at least thirty days in advance of the date set forth for a return thereof and which notice shall set forth the reasons for such dissolution and the disposition to be made of assets (which shall be consistent with Article Ten hereof).

#### **Article Ten - Conveyance of Corporate Assets Upon Dissolution**

Upon dissolution of the Corporation, the assets of the Corporation, both real and personal, shall be dedicated, granted or otherwise fully conveyed to the Queen Anne's County Government or such public agency or authority as the said Queen Anne's County Government may deem appropriate, to be devoted to purposes as nearly the same as practicable as those to which they were required to be devoted by the Corporation. In the event that such dedication, grant or conveyance is refused acceptance, then said assets shall be granted, conveyed or assigned to any not-for-profit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Corporation.

#### **Article Eleven - Amendments**

These Articles, with the exception of Article Nine and Article Twelve, may be amended upon the assent of fifty-five percent (55%) of all Membership votes eligible to be cast. Article Nine and Article Twelve may be amended upon the assent of seventy-five percent (75%) of all Membership votes eligible to be cast.

All votes on amendments shall be cast by written ballot. The ballot shall be sent to all Members at least thirty days in advance of the date set forth for a return thereof and which notice shall set forth the proposed amendment to these Articles, provided that no amendment shall be effective to impair or dilute any rights of Members that are covered by the recorded covenants, conditions and restrictions applicable to the properties located within the Cove Creek Club (as, for example, Membership and voting rights) which are part of the property rights and interests created thereby.

#### **Article Twelve - Corporate Duration**

The duration of the Corporation shall be perpetual.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, we, the undersigned, being the President and Vice President of the Cove Creek Club, Inc., have hereunto set our hands and seals this day of \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
President. The Cove Creek Club, Inc.

\_\_\_\_\_  
Vice President, The Cove Creek Club, Inc.

WITNESS my hand and notarial seal or stamp the day and year last above written

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

# THE COVE CREEK CLUB INC

Bylaws



**THE AMENDED AND RESTATED BYLAWS  
OF THE  
COVE CREEK CLUB, INC.**

**May 19, 2012**



**THESE AMENDED AND RESTATED bylaws are made this 19th day of May 2012. They include addition of the word condominium in the definition of Private Lot, revisions to the Budget and Budget Process and Reserve Funds provisions voted on by the affirmative vote of the majority of all Membership votes eligible to be cast in a Membership meeting. These Bylaws are intended and do hereby supersede, restate and replace the Bylaws of Cove Creek Club, Inc. and all previous amendments and supplements made thereto.**

---

**Charles R. Work, President  
The Cove Creek Club, Inc.**

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## ARTICLE ONE - GENERAL CONSIDERATIONS AND DEFINITIONS

### *1.1. Definitions.*

The following words when used in the Bylaws shall have the following meanings:

- a. “Declaration of Covenants” (Declaration) shall mean and refer to the Amended Declaration of Covenants, Conditions and Restrictions applicable to The Cove Creek Club.
- b. “Corporation” shall mean and refer to The Cove Creek Club, Inc., a non-stock, not-for-profit Corporation organized and existing under the laws of the State of Maryland.
- c. “Cove Creek Club, Inc.” shall mean and refer to the corporate entity as established in the Articles of Incorporation.
- d. “Cove Creek Club” shall mean and refer to all such existing properties as are subject to this Amended Declaration.
- e. “Community Properties” shall mean and refer to those areas of land shown on any recorded subdivision plat of The Cove Creek Club, including improvements heretofore or hereafter made thereon, designated on the face of said plat or plats as intended to be owned and/or maintained by The Cove Creek Club, Inc.
- f. “Private Lot” shall mean and refer to any plot of land shown upon any recorded subdivision plat of The Cove Creek Club or condominium within The Cove Creek Club, except Community Properties.
- g. “Owner” shall mean and refer to the owner(s) of record of each Private Lot situated within The Cove Creek Club but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any procedure in lieu of foreclosure.
- h. “Member” shall mean and refer to a member of The Cove Creek Club, Inc.
- i. “Membership” shall mean and refer to all Members of the Cove Creek Club, Inc.

### *1.2. Office.*

The principal office of the Corporation shall be located at 114 North Creek Court, Stevensville, Maryland 21666.

## ARTICLE TWO - MEMBERSHIP AND VOTING RIGHTS

### *2.1. Membership.*

Every individual person who is a record Owner of a fee or undivided fee interest in any Private Lot located within The Cove Creek Club, shall automatically be a Member of The Cove Creek Club, Inc., provided that any such person who holds such interest merely as security for the performance of an obligation shall not be a Member. The Owner shall file a current copy of the portion of the deed indicating the Owner's name(s) of the Private Lot with the Secretary. If the Owner is a corporation, trust, partnership, association or any other legal entity other than natural persons acting as individuals, then such Owners shall register the names of no more than two individuals with the Secretary and only such registered individuals are considered Members.

## ***2.2. Voting Rights.***

Members in good standing shall be entitled to one vote for each Private Lot in which they hold the interests required for Membership under Section 2.1 of this Article. When more than one person or entity holds such interest or interests in any Private Lot, the one vote for such Private Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast per Private Lot. In the event that all co-owners are unable to agree on the manner in which to cast the vote, then such vote shall not be counted. Voting rights are contingent upon the Member being a Member in good standing on the date the votes are officially counted for any issue or for any election.

## ***2.3. Quorum.***

A quorum required for any action of the Members shall be the presence, or valid proxy thereof, at a Membership meeting of at least thirty percent (30%) of all Membership votes eligible to be cast.

## ***2.4. Voting Margin Required For Action Or Inaction.***

When a quorum is present, a simple majority of eligible votes present in person or by proxy at a duly called regular or special meeting of the Membership shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the Declaration of Covenants, the Articles of Incorporation, the Bylaws, or pursuant to controlling Maryland law, a different vote is required.

## ***2.5. Proxies.***

Any Member in good standing entitled to vote may do so by written proxy. To be valid, the proxy must be filed with the Secretary before the vote is taken on the issue at hand and the proxy must be on an authorized form. The authorized form shall be maintained and made available to the Membership by the Secretary. No proxy shall be revocable except by written notice to the Secretary. A proxy shall be automatically revoked if the Member who has given such proxy is in attendance at the meeting.

A proxy may be instructed (directed how to vote) or uninstructed (leaving how to vote to the proxy holder's discretion). Proxies shall be in writing, dated, signed by the Member, and shall be void after eleven (11) months. Proxies shall be granted for the specific action requested to be voted on and are not valid for any other purposes or actions.

Only Members in good standing may hold proxies. A Member may hold no more than three proxies from other Members.

### **ARTICLE THREE - MEMBERSHIP MEETINGS**

#### ***3.1. Meetings.***

The Membership shall meet regularly at least twice per year and at such other times (“Special Meetings”) as are deemed necessary by the Board of Directors. Special Meetings of the Members may be called for any purpose at any time by the President, Vice-President, by any two or more members of the Board of Directors, or upon written request of the Members as stated in this section. Except as otherwise provided for herein, all Membership meetings shall be generally conducted according to procedures set forth in Robert’s Rules of Order.

Members wishing to convene a Special Meeting shall present a petition, signed by Members representing at least thirty percent (30%) of all Membership votes eligible to be cast, to the Secretary who shall forward the petition to the President. The petition shall contain, in reasonably specific language, the purpose of the meeting and the agenda items proposed for the meeting. It shall then be the duty of the President to call the Special Membership meeting on the petitioned agenda items and such other business as the Board may deem necessary.

The President shall schedule such requested Special Meetings on a Saturday not less than thirty calendar days nor more than sixty calendar days after a valid petition from the Members is delivered to the Secretary.

#### ***3.2. Notices of Meetings.***

The Secretary shall mail notices of any Membership meeting to each Member. The mailings shall be by internal Cove Creek Club office mail or by first-class mail, postage prepaid. Such notice shall be mailed not less than fifteen business days prior to the meeting and shall state the date, time and place of the meeting and the items scheduled to be on the agenda. In the event of a Special Meeting, or when otherwise required, the notice shall contain the purpose or purposes for which the meeting is called.

#### ***3.3. Adjourned Meetings.***

In the event that a meeting cannot be convened because of failure of a quorum, a majority of those Members present in person or by proxy may vote to reschedule the meeting at a time and place convenient to the Members. Any such rescheduled meeting shall be subject to the notice provisions contained in Section 3.2 of the Bylaws, but shall be convened with a quorum of at least twenty percent of all Membership votes eligible to be cast in person or by proxy.

#### ***3.4. Order of Business.***

Generally, the order of business at all Membership meetings shall be as follows:

1. Recitation of proof of notice or waiver of notice of meeting;

2. Establishment of proof of quorum;
3. Reading of minutes of preceding meeting, if requested;
4. Reports of officers and committees, as appropriate;
5. Election of Directors, if applicable;
6. Old or unfinished business;
7. New business (new business concerning The Cove Creek Club, Inc. may be raised for consideration and discussion by any Member in good standing); and
8. In the case of a Special Meeting, a recitation of the method by which the meeting was called, and its purpose.

## **ARTICLE FOUR - BOARD OF DIRECTORS**

### ***4.1. Responsibilities.***

Collectively, the Members shall have the responsibility of conducting the business of The Cove Creek Club, Inc. through a Board of Directors comprised of five Directors who shall be elected by the Members. All members of the Board shall be Members of the Corporation. No more than one person from the same household or family shall serve as a Director at the same time.

### ***4.2. Powers and Duties.***

The Board shall have the powers and duties necessary for the administration of the affairs of The Cove Creek Club, Inc. and for the operation and maintenance of the Community Properties, including but not limited to the powers given to the Board in the Declaration of Covenants and the Articles of Incorporation. The Board may do all such acts and exercise such discretion that are not otherwise restricted by or reserved to the Members by the Declaration of Covenants and the Bylaws.

The Board shall act in the best interests of The Cove Creek Club, Inc. While the Board is vested with broad powers to carry out its intended function, the Board is also vested with broad discretion in determining whether or not to exercise its powers on a particular occasion. The failure of the Board to act or to exercise any power which it may have shall not constitute a waiver of its right to exercise that or another power in a subsequent instance. Subject to the discretionary language of this paragraph, and further subject to any specific restrictions on powers as may be otherwise set forth in the Declaration of Covenants or the Bylaws, the Board shall:

- a. Enforce the covenants, conditions, restrictions, uses, limitations, obligations and all other provisions set forth in the Declaration of Covenants and the Bylaws.
- b. Establish, make and enforce compliance with the designations, rules, conditions, restrictions, limitations and all other provisions necessary for the orderly

operation, use and maintenance of the Community Properties and the personal conduct of all Members and their guests. Such rules, procedures and policies shall be in writing and maintained as a permanent record of the Cove Creek Club, Inc. in its office, and made available for review by Members.

- c. Keep in good order, condition and repair the Community Properties and all common items used in the enjoyment of the Community Properties.
- d. Establish and collect annual and special assessments.
- e. Collect delinquent assessments by suit or otherwise and to enjoin or seek damages from a Member, as provided in the Declaration of Covenants and the Bylaws.
- f. Establish and collect reasonable fees for the use of certain Community Properties.
- g. Protect and defend the Community Properties from loss and damage by suit or otherwise.
- h. Meet at least quarterly.
- i. Borrow funds, in accordance with the Declaration of Covenants and the Bylaws, in order to pay for any required expenditure or outlay; to execute all such instruments evidencing such indebtedness that shall be the obligation of all of the Owners in the same proportion as their interest in The Cove Creek Club, Inc.
- j. Send a written notice of all assessments and charges to the Membership at least thirty days in advance of the due date for payment.
- k. Appoint and remove for any reason all officers, agents, and employees of the Corporation, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient
- l. Supervise all officers, agents and employees of the Corporation and see that their duties are properly performed.
- m. Obtain professional services necessary for the maintenance and operation of The Cove Creek Club, Inc.
- n. Enter into leases or contracts to procure services.
- o. Procure and maintain adequate liability insurance covering the Corporation, its Directors, officers, agents and employees, and to procure and maintain adequate hazard insurance on such of the Corporation's real and personal properties as deemed appropriate by the Board.
- p. Keep in a timely fashion a complete record of all its acts and corporate affairs. Records of the Corporation include documents such as:



- (1) A complete set of up to date corporate documents;
  - (2) Copies of all rules and procedures adopted by the Corporation and the Board;
  - (3) Copies of all orders and resolutions passed by the Board;
  - (4) Copies of all Corporation contracts;
  - (5) Rules, resolutions, regulations, policies and standing procedures of The Cove Creek Club, Inc.;
  - (6) Minutes of all regular Board meetings, excluding closed sessions according to Section 4.8.
- q. Prepare and provide an annual report for the Membership on the management and operation of the Corporation. The report shall address matters such as the financial status, pending significant issues, employee performance, and condition of facilities and properties of the Corporation.
  - r. Suspend the enjoyment rights of any Member for any period during which any assessment or other funds due to The Cove Creek Club, Inc. are delinquent, and for such other reasonable period as it considers appropriate for any infraction of its published rules and regulations.
  - s. In general, carry on the administration of The Cove Creek Club, Inc. and to do all of those things, necessary and reasonable, in order to carry out the common, joint and shared aspects of The Cove Creek Club, Inc.

#### ***4.3. Elections And Terms Of Office.***

Elections for Directors shall occur at the spring Membership meeting of The Cove Creek Club, Inc. The terms of the office of the Directors shall be three years or until their successors have been elected.

The terms of office and elections thereof shall be on a rotational basis of a three year cycle: two Directors the first year, two the second year, and one in the third year. No Director shall hold office for more than two consecutive full terms, not including partial terms created by vacancies.

#### ***4.4. Vacancies.***

Less than three vacancies on the Board of Directors shall be filled by a majority vote of the remaining Directors. Any such Director so elected shall hold office for the remaining term(s) of the vacated position(s).

Should three or more vacancies occur simultaneously for any reason:

- a. The remaining Director(s) shall constitute a quorum of the Board of Directors until the vacant positions are filled by an election at a Special Meeting of the Membership for the terms remaining of the vacant position.
- b. The election at the Special Meeting of the Members shall occur within 45 days of when the vacancies occurred and in accordance with election process provided for in Section 7.3.
- c. Should all Director positions become simultaneously vacant due to any reason, then the Chairpersons of the Standing Committees shall serve as the interim Board of Directors until the election and Special Meeting of the Membership occurs to fill the vacancies.

If a Director incurs three consecutive unexcused absences from Board Of Directors meetings without good cause, that Director's position shall be deemed vacant and the Board shall proceed according to this Article to fill the vacancy. For purposes of this Article, a majority of the Board shall have the right to determine the reasonableness of a requested excused absence.

#### ***4.5. Removal of Directors.***

At any regular or Special Membership meeting duly called, a Director may be removed by a vote of a majority of all Membership votes eligible to be cast. Vacated positions will be filled as provided for in Section 4.4.

No Director shall be removed without at least fifteen business days written notice from the Secretary to the Director of the intention of the Members to vote on the issue of removal. Any Director up for removal shall have the opportunity to be heard at this Membership meeting before the vote on removal is taken. If more than one Director is up for removal at the meeting the vote on removal shall occur separately for each Director facing removal.

#### ***4.6. Meetings of the Board.***

Meetings of the Board shall be of two types: regular Board meetings and closed session Board meetings. A quorum of the Board shall consist of a majority of the Board. An act of a majority of the Directors participating at a meeting at which a quorum of the Board is represented shall be the act of the Board of Directors. To the extent possible, regular Board meetings shall be conducted in the evenings or at other times that would not be considered normal working hours.

#### ***4.7. Regular Board Meetings.***

The Board shall hold regular meetings at least quarterly to conduct the business of The Cove Creek Club, Inc. The President shall provide three days written or oral notice to the Board members of such meetings. The Board shall post reasonable notice to the Membership of regular Board meetings. The regular Board meetings shall be open to all Members and the agenda shall provide an opportunity for Members to ask questions and/or provide comments to the Board.

#### ***4.8. Closed Session Meetings of the Board.***

No meeting of the Board may be held in closed session except for the following purposes:

- a. Discussion of matters pertaining to employees and personnel;
- b. Protection of the privacy or reputation of individuals in matters not related to The Cove Creek Club, Inc.;
- c. Consultation with legal counsel;
- d. Consultation with staff personnel, consultants, attorneys, or other persons in connection with potential or pending litigation;
- e. Investigative proceedings concerning possible or actual criminal misconduct;
- f. Consideration of the terms or conditions of a business transaction in the negotiation stage if the disclosure could adversely affect the economic interest of The Cove Creek Club, Inc.;
- g. Compliance with a specific constitutional, statutory, or judicially imposed requirement protecting particular proceedings or matters from public disclosure; or
- h. On an individually recorded affirmative vote of two-thirds of the Board members present, for some other exceptional reason so compelling as to override the general policy in favor of open Board meetings.

If a meeting is held in closed session under the above provisions of this Article:

- a. An action may not be taken and a matter may not be discussed if it is not permitted by this Article;
- i. A statement of the time, place, and purpose of any closed meeting, the record of the vote of each Board member by which any meeting was closed, and the authority under this Article for closing any meeting shall be included in the minutes of the next regular meeting of the Board of Directors; and
- j. To the extent deemed reasonable and appropriate by the Board, decisions made in any closed meeting shall be recorded in the minutes of the next regular meeting.

#### ***4.9. Director Compensation and Expenses.***

No Director shall be entitled to receive compensation as a result of being a Director or for performing any responsibility to the Corporation. Directors shall be entitled to reimbursement for any reasonable expenses incurred on behalf of, and for the benefit of, the Corporation. However, in the event a Director reasonably anticipates that such expenses will exceed \$200. such expenditure must be pre-approved by the unanimous consent of the remaining Directors.

## **ARTICLE FIVE - OFFICERS**

### ***5.1. Designation of Officers.***

The officers of The Cove Creek Club, Inc. shall be the President, Vice President, Secretary and Treasurer and such other officers as the Board may deem appropriate to create by resolution. The officers shall be elected by a majority vote of the Directors and shall serve until their successor is selected and assumes office. Officers serve at the pleasure of the Board and may be removed by the Board with or without cause. All officers must be Members of The Cove Creek Club, Inc. All powers and duties of the officers shall be consistent with and subject to the Articles of Incorporation, the Declaration of Covenants and the Bylaws.

### ***5.2. President.***

The President shall be the chief executive officer of The Cove Creek Club, Inc. The President shall have all the general powers and duties normally vested in the President of a corporation. The President shall preside over all meetings of Directors and all meetings of the Membership, and shall see that orders and resolutions of the Board are carried out and shall sign corporate documents of the Corporation as determined by the Board. The President must be a Director.

### ***5.3. Vice President.***

The Vice President shall acquire and perform all of the powers and duties of the President in the absence of the President and shall perform such other duties as may be assigned. The Vice President must be a Director.

### ***5.4. Secretary (Corporate).***

The corporate Secretary shall perform all duties incident to the office of the Secretary of a Board of Directors, perform all duties prescribed for the Secretary in the Bylaws and the Declaration of Covenants and record the votes and maintain the minutes of all proceedings of the Board in a book to be kept for that purpose. The Secretary shall sign all certificates of Membership. The Secretary shall maintain and keep the records of the Corporation, including those records identified in section 4.2 (p) hereof, and shall record in an appropriate book the names of all Members of the Corporation together with their addresses as registered by the Members. The Secretary shall produce such records as may be requested by a Member pursuant to Article Nine of the Bylaws. Administrative tasks, such as recording of minutes of meetings and distribution of documents, may be assigned to assistants such as a recording secretary or office staff by the Secretary, other officers, and members of the Board of Directors.

### ***5.5. Treasurer.***

The Treasurer shall oversee The Cove Creek Club Inc. funds and securities and shall ensure that full and accurate accounts of receipts and disbursements are kept of funds belonging to the

Corporation and that deposits of all monies and other valuable effects are made in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall research and recommend investment of corporate assets. The Treasurer shall render to the President and the Board of Directors at its regular meetings, or when the Board of Directors so requires, an accounting of all his or her transactions of the Corporation and the financial condition of the Corporation.

***5.6. Financial Authority.***

Distribution of funds, including issuance of checks and any other financial transactions shall be approved and signed according to procedures adopted by the Board.

***5.7. Other Duties.***

In addition to the duties specified above in this Section, each officer shall perform other duties as the Board of Directors may, by resolution, determine.

**ARTICLE SIX - OBLIGATIONS OF THE OWNERS**

***6.1. Assessments.***

All Owners are obligated to pay the assessments imposed by The Cove Creek Club, Inc. in accordance with the Declaration of Covenants and the Bylaws. A Member shall be deemed to be in good standing and entitled to vote at any meeting of the Membership, within the meaning of the Bylaws, only if all assessments or other financial obligations made or levied against the Member and the Private Lot owned by the Member are not delinquent as defined in Section 6.6 of this Article.

***6.2. Annual Assessments.***

Annual assessments are to be paid no later than quarterly and are due on the first day of the first month of each quarter.

Effective beginning with the proposed annual assessment for 2006, a proposed annual assessment per Private Lot for an upcoming budget year that incurs an increase greater than four percent (4%) of the current collected (invoiced) annual assessment shall be subject to the following provisions:

1. If the increase exceeds the current rate of inflation, the increase shall not be effective until approved by two-thirds of a quorum of the Membership.
2. The current rate of inflation is to be calculated using the most recent July-to-July annual change of the Consumer Price Index, All Urban Consumers, Not Seasonally Adjusted, All Items, Washington D.C.– Baltimore Area as published by the Bureau of Labor Statistics.

The inflation rate used to determine the amount of a potential annual assessment increase shall only be computed using the most recent, single year-to-year basis of the percent of change from

the current year's July consumer price index (specified in this Section) compared to the previous year's July index. Cumulative increases of any form or indexes and inflation rates from earlier time periods shall not be considered or applied to the computation.

### ***6.3. Special Assessments.***

Article IV Section 4.5 of the Declaration of Covenants provides for and defines Special Assessments of The Cove Creek Club, Inc. Except for Special Assessments imposed on individual Members by the Board of Directors after notice of a hearing, the amount and the terms of payment of the Special Assessment by the Members are subject to the approval of two-thirds of a quorum, which votes shall be cast by written ballot. The votes are to be tallied at a Membership meeting duly called for the purposes of addressing the Special Assessment.

### ***6.4. Capital Contribution.***

There is hereby imposed a Capital Contribution of 1.5 times the Annual Assessment in effect at the date of settlement which shall be applicable to all subsequent sales of Lots within the Cove Creek Club effective January 1, 2009, and which shall be due and payable to the Cove Creek Club by the purchaser of a Lot at settlement. Each purchaser of a Lot, by acceptance of a Deed therefore, shall be deemed to covenant and agree to pay to the Cove Creek Club such Capital Contribution to assist with funding the operation of the Cove Creek Club. Such Capital Contribution shall be in addition to other Assessments, both Annual and Special, and shall not be considered an advance payment of Assessments. If unpaid, the Capital Contribution shall be collectable in the same manner as other Assessments levied by the Cove Creek Club.

The following conveyances shall be exempt from payment of the Capital Contribution fee:

- (a) by a co-owner to any person who was a co-owner immediately prior to such conveyance;
- (b) to an owner's spouse, father or mother, son or daughter, or grandchild;
- (c) to the owner's estate, surviving spouse, or other heirs resulting from the death of an owner;
- (d) to a trustee or the owner's spouse, without a change in occupancy, solely for estate planning or tax reasons;
- (e) to the Cove Creek Club, Inc. pursuant to a final judgment of foreclosure or deed in lieu of foreclosure.

Provided, however, that upon a resale that occurs following an exempt sale described in (a), (b), (c), (d) or (e) above, the Capital Contribution shall be due and payable.

### ***6.5. Compliance.***

Each Member shall comply strictly with the provisions of the Articles of Incorporation and the Declaration of Covenants, the Bylaws, and other rules and regulations of the Corporation.

#### ***6.6. Member Registration.***

Each Member shall register his/her address with the Secretary and notices of meetings shall be mailed to such address.

#### ***6.7. Delinquency.***

Any annual assessment, special assessment or other financial obligations by the Member to the Corporation that is not paid by the due date shall be deemed delinquent.

#### ***6.8. Interest and Late Charges.***

Unless otherwise determined by the Board, interest shall accrue on any delinquency as defined in Section 6.7 at the maximum rate permitted by Maryland law or any other rate set by the Board of Directors per year for any obligation not paid within 30 days after the date of delinquency and the obligation shall bear interest from the date of delinquency. In addition, a late charge of one tenth of the total amount of any delinquency may be imposed provided the charge may not be imposed more than once for the same delinquency.

### **ARTICLE SEVEN - OPERATIONS OF THE COVE CREEK CLUB, INC.**

#### ***7.1. Committees.***

The standing committees of the Corporation shall be:

- The Nominating Committee,
- The Election Committee,
- The Budget and Finance Committee,
- The Audit Committee, and
- The Architectural Control Committee.

The Board may appoint such other committees as is deems desirable. All committees shall consist of a chairperson and two or more members that may include a member of the Board of Directors.

The Board shall appoint the chair of all committees and the Board may either appoint other committee members thereof or leave such appointments to the committee chair.

The chairpersons of any standing committee shall not be an officer or Director nor shall they be in the same family or household of any officer or Director.

The chairperson of each committee must be a Member of The Cove Creek Club, Inc. Other than the chair, members of the committees may be either Members or non-Members of the Corporation.

It shall be the duty of each committee to solicit and receive suggestions from the Members of the Corporation on any matter involving Corporation functions, duties, and activities within its field

of responsibility. It shall handle suggestions, as it deems appropriate, or refer them to such other committee, officer or Director.

Committee chairs and members shall serve at the discretion of the Board of Directors. The Board shall establish a policy concerning tenure of committee chairs and members following principles designed to both maximize the use of talents available among the Membership, and the participation of as many Members as practical in the operation of the Corporation.

To the extent reasonable, Committee meetings shall be open to all Members and reasonable posted notice thereof provided to the Members. Committees may assemble among themselves in working sessions.

### ***7.2. The Nominating Committee and the Process of Nominating Directors.***

Nominations for election to the Board of Directors shall be solicited and made by the Nominating Committee except when a vacancy exists pursuant to Section 4.4 and 4.5 of the Bylaws.

The Nominating Committee shall consist of three or more Members. The members of the Nominating Committee shall be established at least ninety days prior to the election and serve until their successors are appointed. Nominating Committee members, including the chairperson, may serve no more than three consecutive years.

At least seventy-five days prior to the election, the Nominating Committee shall advise the membership of the procedure for Members to file a notice of candidacy with the Nominating Committee. Such notice shall include a standard set of information about the candidate.

At least thirty-five days before the election, the Nominating Committee shall provide the Election Committee the names of all Members who filed a notice of candidacy and any other Members the committee identified to be on the ballot for the election, but no fewer than the number of vacancies that are to be filled.

At any time between thirty and seven days prior to the election, the Nominating Committee shall make available to the Membership information about the candidates through a variety of mechanisms, such as a forum for the candidates to address the Membership to present themselves and their positions on issues, and to provide question and answer sessions between the candidates and the Members.

### ***7.3. The Election Process.***

Elections to the Board, except for those elections or appointments of Directors made as provided by Section 4.5 of the Bylaws, shall be made by secret, signed written ballot that shall:

- a. Describe the vacancies to be filled;
- b. Set forth the names of all candidates for such vacancies;



- c. Contain one or more spaces for a write-in vote by the Members for each vacancy; and
- d. Be mailed to the Members at least thirty days in advance of the date set forth therein for a return (which shall be a date and time not later than the day of the regular or Special Meeting called for elections). The mailings shall be by internal Cove Creek Club office mail or by uncertified mail, postage prepaid

The persons receiving the largest numbers of votes shall be elected. Cumulative voting shall not be permitted.

The Election Committee shall consist of three Members who shall be responsible for maintaining the safekeeping of the ballots once collected by the Secretary or such other officer of the Corporation deemed responsible. The Committee shall follow such verification procedures as may be adopted by the Board regarding votes cast, eligibility, genuineness of signatures, validity of proxies and such other matters that will insure a fair election.

#### ***7.4. Budget and Budget Process.***

The Board of Directors and the Treasurer shall have the principal responsibility of formulating the annual budget addressing the financial matters of the Corporation, including providing quarterly financial projections for the current budget year and supervising periodic analysis of the reserve funds.

The Corporation shall establish and maintain three separate reserve funds: for operations, for maintenance and for capital improvements. The reserve funds are the Operations Reserve, the Maintenance Reserve, and the Capital Improvement Reserve. Such reserves shall be deemed to be common expenses of the Corporation.

Initially, the three reserve funds shall be funded by the existing Capital Reserve Fund which they replace.

Each budget year annual assessments, Special Assessment income and all other income are applied to the overall budget as income. Expenditures to the Reserves are Distributions from Income. Remaining income is allocated to Operating Expenses.

The Operating Committees and/or Directors shall submit Maintenance and/or Capital Improvement project proposals to the Treasurer for the upcoming year no later than August 10<sup>th</sup> of each year. The Treasurer, with input from the Budget Committee, the Long Range Planning Committee and the Operating Committees shall then recommend to the Board of Directors the projects, their descriptions and costs thereof to be considered as Maintenance Reserve or Capital Improvement Reserve projects.

The Board of Directors and the Treasurer shall then consider the proposals and develop the Maintenance Reserve and Capital Improvement Reserve budgets and target level of the Maintenance Reserve for the upcoming year based on proposals that the Board considers prudent to include in the annual budget.

Any year end surpluses from Operating Expenses shall be carried forward to the following year's budget as income to help offset the upcoming year's budget funding. Any year end surpluses in any of the three reserves shall also be carried forward to the following year's budget as income.

Distributions (funds) for projects not approved by the Membership shall be de-allocated from Distributions from Income in the budget.

The budget presented shall contain the maximum amount of assessments (dues) for the budget year with the understanding that the final amount of assessments may be lower dependent on reserve projects approved or disapproved by the Membership.

The Membership shall approve the following budgetary issues by an affirmative vote of a majority of a quorum at the fall Membership meeting:

A line item vote on all proposed Capital Improvement projects;

A line item vote on all proposed Maintenance Reserve projects over \$10,000;

The target level of the Maintenance Reserve: and

The overall budget.

The Membership shall approve an annual Distribution of Income to the Capital Improvement Reserve greater than 5% of annual assessment income of the proposed budget by an affirmative vote of two-thirds (2/3) of a quorum.

The Board shall also satisfy the following requirements before presenting the budget and related items to the Membership:

- a. The Board shall provide to the Membership, at least 15 business days prior to the Fall Membership meeting copies of the budget, including current year budget projections.
- b. The Board shall accept for consideration written Member suggestions for the budget in order to revise the budget as may be appropriate and to make the final budget available to the Membership during the Fall Membership Meeting. The written Member suggestions shall be due to the Board no later than 5 business days prior to the Fall Membership Meeting.

#### ***7.5. The Audit Committee.***

As directed by the Board of Directors, the Audit Committee shall conduct an annual reconciliation and review of the Corporation's accounting books, and a spot review of selected financial transactions throughout the year and present the results of these reviews to the Board and to the Members. The Audit Committee shall supervise a financial review by an independent

certified accountant every three years and present the results to the Board and to the Membership.

***7.6. The Architectural Control Committee.***

The Architectural Control Committee (ACC) also shall serve as an advisory resource and encourage, promote and enforce the recommendations and guidelines defined in the current edition of the Cove Creek Design Guide. The responsibilities and procedures of the Architectural Control Committee are set forth in Article V and Article VI of the Declaration of Covenants.

***7.7. Contractual Policies.***

The Cove Creek Club Inc., under the direction of the Board, may enter into any contract to perform the business of The Cove Creek Club, Inc. provided, however, that no contract whose life cycle expenditure is greater than \$5,000 may be approved or entered into unless:

- a. A description of the proposed contractual terms, including the intended Scope of Work has been written, is on file, and is used to solicit bid(s),
- b. Three bids are obtained, or
- c. A written waiver of (b) above or a sole source justification is filed with and approved by the Board.

***7.8. Employees.***

The Board may hire employees consistent with funds available in the annual budgets. The Corporation shall prepare and maintain position descriptions that include a description of the job, salary, benefits, supervisor, and other information as appropriate for each position.

The Board shall obtain the unanimous consent of all Directors to employ any person:

- a. Who is a Member of the Corporation.
- b. Who has a family or household member currently employed by the Corporation.

The Board shall not employ:

- a. Any person who is a family or household member of a Director or officer
- b. A Member in any position that provides employees benefits.

***7.9. Debt.***

The total accumulated debt by the Corporation at any time may not exceed 50% of the then current total annual assessments without approval of an affirmative vote of a majority of all Membership votes eligible to be cast at a Membership meeting, as defined under Section 2.3. Debt is defined and limited in this section to mean any secured or unsecured loans, on

Community Property. Debt does not include payables incurred in the course of normal business, including, but not limited to, contracts for services and/or maintenance.

### ***7.10 Reserve Funds.***

#### ***7.10.1 Operations Reserve.***

The Corporation shall establish and maintain an Operations Reserve for the purpose of prudent provision for unanticipated operating expense contingencies.

The Operations Reserve balance shall be established each year by the Board of Directors on the recommendation of the Treasurer. Such balance shall be adequate to cover any unanticipated operating costs incurred by the Corporation, but shall not exceed seven percent (7%) of the total operating costs of the proposed annual budget.

The Operations Reserve shall be funded by a distribution of a portion of the annual income.

#### ***7.10.2 Maintenance Reserve.***

The Corporation shall establish and maintain a Maintenance Reserve for the purpose of effecting the maintenance and replacement of the real and personal property of the Corporation. Expenditures may also be made for non-recurring critical operating expenses not able to be provided for from the Operating Reserve.

The Board of Directors shall establish an annual target level equal to or greater than seventy percent (70%) of the proposed budget operating expenses and in doing so consider the recommendations of target levels from the Treasurer, the Long Range Planning Committee and the Finance Committee.

If the end-of-year balance falls below the target level, Distributions of Income to the fund shall be adjusted for the next fiscal year to bring the balance to the target level to the extent reasonably possible. If the end-of-year balance falls sufficiently below the level to require more than one year to bring the balance up to the target level, the Board of Directors shall establish a plan that will bring the balance up to the target level in a reasonable period of time.

Funds approved by the Membership for Maintenance Reserve projects may only be used for those specific projects.

Maintenance projects whose total cost is less than \$5,000 are considered operating costs and not considered for funding from the Maintenance Reserve.

#### ***7.10.3 Capital Improvement Reserve.***

The Corporation shall establish and maintain a Capital Improvement Reserve for the purpose of effecting upgrades, improvements and additions to the Community Properties and facilities.

The portion of annual assessment income allocated to funding the Capital Improvement Reserve may not exceed five percent (5%) of the total annual assessment income of the proposed budget without the affirmative vote of two-thirds (2/3) of a quorum of the Membership at any duly called regular or special meeting of the Membership.

The Capital Improvement Reserve balance shall be established each year by the Board of Directors on the recommendation of the Treasurer.  
Funds approved for Capital Improvement Reserve projects by the Membership may only be used for those specific projects.

Any debt incurred for purposes of capital improvement must be serviced by funds available from the Capital Improvement Reserve.

Capital Improvement projects whose total cost is less than \$5,000 are considered operating costs and not considered for funding from the Capital Improvement Reserve.

#### ***7.11 Communication.***

The Board shall provide to all Members an oral or written report, at least quarterly, covering the activities of the Corporation including the issues addressed or being addressed by the Board, decisions of the Board, resolutions, committee reports and summaries of Board and Membership meetings.

#### ***7.12 Community Property.***

##### ***7.12.1. Subdivision of Community Real Property.***

The Cove Creek Club, Inc. shall have the right to subdivide or sell Community Properties subject to the following conditions precedent:

- a. That written notice of the proposed action, providing the relevant terms thereof is sent to every Member at least 30 days prior to a required vote for such action; and
- b. That any such proposed action be approved by a vote of two-thirds of all Membership votes eligible to be cast.

##### ***7.12.2. Sale of Community Real Property.***

The Cove Creek Club, Inc. shall have to right to sell Community Real Properties subject to the following conditions precedent:

- a. That written notice of the proposed sale providing the relevant terms of the sale is sent to every Member at least 30 days prior to a required vote for such actions. The notice shall include the selling price, the appraised value, and the terms of the sale; and

- b. That any such proposed sale be approved by a vote of two-thirds of all Membership votes eligible to be cast.

#### ***7.12.3. Dedication or Transfer or Community Property.***

The Cove Creek Club, Inc. shall have the right to dedicate or transfer all or any part of the Community Properties to any public agency or authority subject to such conditions as may be agreed to by the Members, and further subject to the following conditions precedent:

- a. That written notice of the proposed action providing the relevant terms thereof is sent to every Member at least 30 days prior to a required vote for such action; and
- b. That any such proposed action be approved by a vote of two-thirds of all Membership votes eligible to be cast.

#### ***7.12.4 Easements and Rights of Way of Community Property.***

The Cove Creek Club, Inc., through its Board of Directors, shall have the right to grant easements and rights of way to utility companies, public agencies or authorities, as the Board shall deem necessary.

#### ***7.12.5 Use of Community Property and Facilities.***

The Cove Creek Club, Inc., shall not allow non-members (other than legitimate guests as defined by Corporation policy) the right of general, regular use of the golf course, marina, breezhouse, or other community facilities, except for non-recurring use beneficial to the Corporation. Such non-recurring use must be approved by the Board or by a vote of two-thirds of a quorum at a regular or Special Meeting of the Membership, held after written notice providing the relevant terms of the proposed use is sent to every Member at least 30 days prior to the meeting.

### **ARTICLE EIGHT - AMENDMENTS TO THE BYLAWS**

#### ***8.1. Amendments***

The Bylaws may be amended by the affirmative vote of a majority of all Membership votes eligible to be cast, which shall be cast at a regular or Special Meeting of the Membership.

Amendments to the Bylaws may be proposed by the Board of Directors or by any Member in good standing. A description of any proposed amendment, including any properly submitted and voted upon amendments thereto, shall be set forth in a written notice distributed by the Secretary to the Membership at least thirty days prior to the Membership meeting at which such proposed amendment is to be voted upon.

## ARTICLE NINE - GENERAL PROVISIONS

### ***9.1. Review of Records and Books***

The financial records, books, and other records, of the Corporation shall at all times, during business hours, be subject to the inspection of any Member. Any Member shall be allowed to have copies of any of the corporate records. To the extent reasonable, records shall be produced no later than three business days following a request from a Member to review. The Secretary may determine to apply a reasonable charge for copies produced as determined by the volume of copies requested by the Member.

### ***9.2. Indemnification of Directors or Officers.***

The Corporation shall indemnify its Directors, officers, and others subject to the following provisions:

- a. To the maximum extent permitted by the laws of the State of Maryland, and subject to compliance with any procedures and other requirements prescribed by said laws, any person who is, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he (i) is or was a Director or officer of the Corporation or of a predecessor of the Corporation, or (ii) is or was a Director or officer of the Corporation or of a predecessor of the Corporation and is or was serving at the request of the Corporation as a Director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, other enterprise, or employee benefit plan, shall be indemnified by the Corporation against judgments, penalties, fines, settlements and reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with such action, suit or proceeding, or in connection with any appeal therein (which reasonable expenses may be paid or reimbursed in advance of final disposition of any such suit, action or proceeding) except in relation to matters as to which he shall be adjudged or determined in such claim, action, suit or proceeding to have acted in bad faith and outside the scope of his authority or to have acted in a grossly negligent manner or with willful misconduct.
- b. To the maximum extent permitted by the laws of the State of Maryland, and subject to compliance with any procedures and other requirements prescribed by said laws, any person who is, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he (i) is or was an employee or agent of the Corporation or of a predecessor of the Corporation, or (ii) is or was an employee or agent of the Corporation or of a predecessor the Corporation and is or was serving at the request of the Corporation as a Director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, other enterprise, or employee benefit plan, may (but need not) be indemnified by the Corporation against judgments,

penalties, fines, settlements and reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with such action, suit or proceeding, or in connection with any appeal therein (which reasonable expenses may be paid or reimbursed in advance of final disposition of any such suit, action or proceeding) except in relation to matters as to which he shall be adjudged or determined in such claim, action, suit or proceeding to have acted in bad faith and outside the scope of his authority or to have acted in a grossly negligent manner or with willful misconduct.

- c. To the extent permitted by the laws of the State of Maryland, the Corporation, or a subsidiary or an affiliate of the Corporation, may (but need not) purchase and maintain insurance or similar protection, including, but not limited to, a trust fund, letter of credit or surety bond, on behalf of any person who is or was a Director, officer, employee, or agent of the Corporation, or who, while a Director, officer, employee or agent of the Corporation, is or was serving at the request of the Corporation as a Director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, or agent of another foreign or domestic corporation, partnership, joint venture, trust, other enterprise, or employee benefit plan against any liability asserted against and incurred by such person in any such capacity or arising out of such person's position except in relation to matters as to which he shall be adjusted or determined in such claim, action, suit or proceeding to have acted in bad faith and outside the scope of his authority or to have acted in a grossly negligent manner or with willful misconduct, whether or not the Corporation would have the power to indemnify against liability under the provisions of this Section.
- d. Neither the amendment or repeal of this Article, nor the adoption or amendment of any other provisions of the Bylaws or Articles of Incorporation of the Corporation inconsistent with this Article, shall apply to or affect in any respect the applicability of this Article with respect to any act or failure to act which occurred prior to such amendment, repeal or adoption.
- e. The foregoing right of indemnification and advancement of expenses shall not be deemed exclusive of any other rights to which any officer, Director, employee or agent of the Corporation may be entitled apart from the provisions of this Article.

### ***9.3. Order of Precedence.***

In the event of a conflict between Maryland Law, the Declaration of Covenants, the Articles of Incorporation and the Bylaws, Maryland Law, the Declaration of Covenants, the Articles of Incorporation and the Bylaws shall control (in that order).



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# THE COVE CREEK CLUB INC

Declaration



**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF THE  
COVE CREEK CLUB, INC.**

**October 24, 2011**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS, is made this 24th day of October, 2011 and is intended and does hereby supercede, restate and replace the Declaration of Covenants, Conditions, and Restrictions dated the 1<sup>st</sup> day of November, 1979 and all previous amendments and supplements made thereto.

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**THE COVE CREEK CLUB, INC.**

**AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

THIS AMENDED AND RESTATED DECLARATION ("Declaration"), is made on the date hereinafter set forth by The Cove Creek Club, Inc., hereinafter referred to as the "Corporation".

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

WHEREAS, on or about November 1, 1979, a Declaration of Covenants, Conditions and Restrictions (the "Original Declaration") was recorded among the Land Records of Queen Anne County, Maryland. The Original Declaration subjected that real property described on Exhibit "A" hereto to its terms and conditions (the "Property"); and

WHEREAS, pursuant to Article VIII, Section 1 of the Original Declaration, the Corporation wishes to modify, amend and restate the Original Declaration as set forth herein by the recording of this Amended and Restated Declaration (hereinafter, the "Declaration").

NOW, THEREFORE, in consideration of the foregoing recitals, all of which are hereby incorporated in and made a substantive part of this Declaration, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Corporation and its constituent members hereby declare that all of the property described above shall be held, sold and conveyed subject to the following Amended and Restated Declaration of Covenants, Conditions and Restrictions, which is recorded for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof.

## ARTICLE I - DEFINITIONS

### ***1.1. Definitions.***

The following words when used in the Declaration of Covenants shall have the following meanings:

- a. "Declaration of Covenants" (hereinafter, the "Declaration") shall mean and refer to the Amended Declaration of Covenants, Conditions and Restrictions applicable to The Cove Creek Club.
- b. "Corporation" shall mean and refer to The Cove Creek Club, Inc., a non-stock, not-for-profit Corporation organized and existing under the laws of the State of Maryland.
- c. "Cove Creek Club, Inc." shall mean and refer to the corporate entity as established in the Articles of Incorporation.
- d. "Cove Creek Club" shall mean and refer to all such existing properties as are subject to this Amended Declaration.
- e. "Community Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Cove Creek Club, including improvements heretofore or hereafter made thereon, designated on the face of said plat or plats as intended to be owned and/or maintained by The Cove Creek Club, Inc.
- f. "Private Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of The Cove Creek Club or condominium within The Cove Creek Club, except Community Properties.
- g. "Owner" shall mean and refer to the owner(s) of record of each Private Lot situated within The Cove Creek Club but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any procedure in lieu of foreclosure.
- h. "Member" shall mean and refer to a member of The Cove Creek Club, Inc.
- i. "Membership" shall mean and refer to all Members of the Cove Creek Club, Inc.

## ARTICLE II - MEMBERSHIP AND VOTING RIGHTS

### ***2.1. Membership.***

Every individual person who is a record Owner of a fee or undivided fee interest in any Private Lot located within The Cove Creek Club, shall automatically be a Member of The Cove Creek Club, Inc., provided that any such person who holds such interest merely as security for the



performance of an obligation shall not be a Member. The Owner shall file a current copy of the portion of the deed indicating the Owner's name(s) of the Private Lot with the Secretary. If the Owner is a corporation, trust, partnership, association or any other legal entity other than natural persons acting as individuals, then such Owners shall register the names of no more than two individuals with the Secretary and only such registered individuals are considered Members.

## ***2.2. Voting Rights.***

Members in good standing shall be entitled to one vote for each Private Lot in which they hold the interests required for Membership under Section 2.1 of this Article. When more than one person or entity holds such interest or interests in any Private Lot, the one vote for such Private Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast per Private Lot. In the event that all co-owners are unable to agree on the manner in which to cast the vote, then such vote shall not be counted. Voting rights are contingent upon the Member being a Member in good standing on the date the votes are officially counted for any issue or for any election.

## **ARTICLE III - PROPERTY AND PROPERTY RIGHTS**

### ***3.1. Property Subject to This Declaration.***

The property subject to this Declaration is the real property located in the Fourth Election District, Queen Anne's County, Maryland, and is more particularly described in EXHIBIT A attached hereto and incorporated by reference as fully as if specifically repeated herein. All of real property subject of this Declaration shall hereinafter be referred to as the "Property."

### ***3.2. Member's Rights of Enjoyment.***

Subject to the provisions of Section 3.3 below, every Member in good standing of The Cove Creek Club Inc. shall have a right and easement of enjoyment in and to the Community Properties, and such easement shall be appurtenant to and shall pass with the title to every Private Lot situated within The Cove Creek Club.

### ***3.3. Extent of Member's Rights of Enjoyment.***

The rights of enjoyment created hereby shall be subject to the following:

- a. Members' right and easement of enjoyment shall be subject to the provisions of the Bylaws and the published Rules and Regulations of The Cove Creek Club, Inc.
- b. Subject to the provisions of the Declaration, the Articles of Incorporation and the Bylaws and all applicable Federal, State and local laws and ordinances, the right of The Cove Creek Club, Inc., if it so determines, to permit the use of the Community Properties by non-members and to charge reasonable admission and other fees for the use of the Community Properties to either Members or non-members.

- c. Every Member in good standing may delegate rights of enjoyment in the Community Properties to each of his tenants, and to each member of the tenant's family who resides with the tenant within The Cove Creek Club. A written agreement between the Owner and the tenants shall contain the terms of the transfer of the rights of enjoyment from the Owner to the tenants. In no case shall such tenants and the Owner both have rights of enjoyment at the same time. In either event, however, the Owner shall remain liable for all assessments and/or obligations as if the Owner retained such rights of enjoyment. Such Owner shall notify the Secretary of the Corporation in writing of the name of any resident tenants who are eligible under this Section to the rights of enjoyment of Community Properties. The Owner shall file a copy of the written agreement with the Secretary.
- d. The right of The Cove Creek Club, Inc. in accordance with its Bylaws, to borrow money for the purpose of improving the Community Properties and in aid thereof to mortgage or otherwise burden or encumber said properties. In the event of a default upon any such mortgage or other burden or encumbrance, the lender shall have a right, after taking possession of such properties (where such right to possession exists), to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage or other debt is satisfied whereupon the possession of such properties shall be returned to The Cove Creek Club, Inc. and all rights of the Members hereunder shall be fully restored.
- e. The right of The Cove Creek Club, Inc. to take such steps as is reasonably necessary to protect the above-described properties against foreclosure.
- f. The right of The Cove Creek Club, Inc., as provided in its Bylaws, to suspend the enjoyment rights in the Community Properties of any Member for any period during which any assessment or other funds due to The Cove Creek Club, Inc. are delinquent, and for such period as it considers appropriate for any infraction of its published rules and regulations.

#### **ARTICLE IV - COVENANTS FOR MAINTENANCE ASSESSMENTS**

##### ***4.1. Creation of the Lien and Personal Obligation for Assessments.***

Each Owner of any Private Lot within The Cove Creek Club by acceptance of a deed, whether or not it shall be expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay to The Cove Creek Club, Inc.: (1) Annual assessments or charges and (2) special assessments for the purposes set forth in Section 4.5. The annual and special assessments, together with such interest thereon, late charges and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

#### ***4.2. Purpose of Assessments.***

The assessments levied under this Article shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of The Cove Creek Club and in particular for the acquisition, improvement, and maintenance of properties, services, and facilities devoted to these purposes, including, but not limited to, the payment of taxes and insurances thereon and repair, replacement, and additions thereto and for the cost of labor, equipment, materials, management and supervision thereof and for such other related needs as may arise.

#### ***4.3. Annual Assessments.***

The Board of Directors shall determine the amount of annual assessments per Private Lot in accordance with the Bylaws of The Cove Creek Club, Inc.

#### ***4.4. Fiscal Year and Annual Assessment Due Dates.***

The fiscal year of The Cove Creek Club, Inc. shall begin on January 1 and end on December 31. Due dates of annual assessments shall be in accordance with the Bylaws of The Cove Creek Club, Inc.

#### ***4.5. Special Assessments.***

In addition to the annual assessments, The Cove Creek Club, Inc. may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described improvement upon the Community Properties, including the necessary fixtures and property related thereto, and funding the reserves as provided for in the Bylaws. The special assessment shall be levied in accordance with the Bylaws of The Cove Creek Club, Inc. The Corporation may also levy a special assessment against any Owner to reimburse the Corporation for costs incurred in bringing any Owner and his or her Private Lot into compliance with the provisions of this Declaration, the Articles of Incorporation, the Bylaws and the rules and regulations of the Association. Such a special assessment may be levied upon the vote of the Board of Directors after notice to the Owner and an opportunity for a hearing before the Board of Directors.

#### ***4.6. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of The Cove Creek Club, Inc.***

If, in accordance with the Bylaws, an assessment becomes delinquent, the assessment together with such interest at the rate specified in Article Six, Section 6.7 of the Bylaws, late charge, and/or penalties thereon and costs of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, heirs, devisees, personal representatives, successors and assigns. In addition to the lien rights, the personal obligation of the then Owner, as established in Section 4.1 of this Article, to pay such assessment shall remain a personal obligation of the Owner and shall not pass to the Owner's successors in title unless expressly assumed by them.

If the assessment is not paid within thirty days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate specified in Article Six, Section 6.7 of the Bylaws, and The Cove Creek Club, Inc. may bring legal action against the Owner personally obligated to pay the same or to foreclose the lien against the Private Lot, and there shall be added to the amount of such assessment the costs and reasonable attorney's fees incurred, and in the event a judgment is obtained, such judgment shall include post-judgment interest on the assessment as above provided and any additional reasonable attorney's fee to be fixed by the court together with the cost of the action. In addition to the aforesaid, the Board of Directors may charge a reasonable late payment fee on all delinquent assessment accounts, as specified in the Bylaws.

## **ARTICLE V - PROPERTY RIGHTS AND OBLIGATIONS**

### **5.1. Review Basis.**

No building, fence, wall, pier or other structure shall be commenced, erected, placed, or maintained within The Cove Creek Club, nor shall exterior addition to or change or alteration therein be made until, as determined by the Architectural Control Committee, adequate plans and specifications showing 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 Cove Creek Club, Inc.

The Board of Directors shall assign such functions to an Architectural Control Committee (ACC) that shall serve as an advisory resource and encourage and promote wherever possible the recommendations and guidelines defined in the *Cove Creek Design Guide* of July 1979' as amended.

The ACC shall respond promptly to plans submitted by Members for approval. However, in the event that such design and location are not approved or disapproved by the ACC within sixty days after said complete and detailed plans and specifications have been submitted, the Owner shall notify the Board in writing of the non-response. If then the Board does not respond to the Owner within 10 business days, approval will not be required, and the owner shall be deemed to be in full compliance with this Article. Design approval hereunder 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 to be reviewed. The Cove Creek Club, Inc. shall have the right to charge a reasonable fee for reviewing such applications. Any exterior addition 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 may be required to be restored to the original condition at the Owner's cost.

## **ARTICLE VI - GENERAL PROVISIONS: PRIVATE PROPERTY**

### **6.1. ACC Authority.**

The ACC shall have the authority to determine the precise site and location of any building, fence, wall, pier, boat lift, or other structure or other exterior improvement of any kind on any Private Lot within The Cove Creek Club. Further, no topographic or vegetative characteristics of

a Private Lot shall be altered by addition, removal, excavation or other means without prior written approval of the ACC.

## **6.2. Appearance.**

Each Owner of a Private Lot within The Cove Creek Club covenants and agrees to be responsible for the suitable appearance of said Private Lot by cutting grass, weeds and brush, and by removing trash, downed trees and rubbish there from at all reasonable times and to maintain the same in good condition and repair and in a manner that does not, in the discretion of the Board of Directors, decrease the beauty, value, health or safety of the community. 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 Cove Creek Club, Inc., the said Corporation, subject to the notice provisions set forth in Article VI, Section 6.3, is granted the right and privilege to enter upon such property for the purpose of inspecting and 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 IV, Section 4.5 and Article VI, Section 6.3.

## **6.3. Access.**

The Cove Creek Club, Inc. or its duly authorized agents, officers and employees shall have the right at any time, without liability to the Owner for trespass or otherwise, to enter onto or upon Private Lots for the purpose of inspecting, maintaining, removing, restoring or otherwise enforcing without any limitation all the restrictions set for in this Declaration of Covenants. No such action shall be taken until the Owner(s) of the Private Lot(s) involved is first given written notice and opportunity to take corrective action within a reasonable time to be specified in such notice. Subject to the provisions of Section 4.5 herein, any costs incurred by the Corporation 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 until satisfied.

Whenever the Board of Directors of The Cove Creek Club, Inc. or their duly authorized agents, officers and employees are permitted by this Declaration of Covenants or other applicable Covenants, Articles, Bylaws, Rules or Regulations of the Cove Creek Club, Inc. to inspect, correct, repair, clean, preserve, clear-out, or take any action whatsoever on the property of any Private Lot, the performance of same, or the taking of any such action, shall not be deemed a trespass or a violation of any law, nor shall it constitute a wrongful act of any kind.

## **6.4. Boundaries.**

No Private Lot shall be re-subdivided or its boundaries changed without the prior written approval of The Cove Creek Club, Inc. In no case, however, shall a resubdivision or division of a Private Lot result in a diminution of the number of assessable lots subject to assessments or charges under this Declaration of Covenants and the original Declaration of Covenants applicable to the Cove Creek Club, Inc. The assessments and charges otherwise due from such subdivided or divided lot shall be fully due and owing from the resultant Owners thereof as they among themselves may determine. In the absence of such 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 will result in collection action being taken by the Corporation against the Owner and the Private Lot as set forth in this Declaration and the Bylaws.

**6.5. Permitted Use of Private Lots.**

In addition to all other covenants contained herein, the use of the Property and each Private Lot therein is subject to the following:

- a. The Private Lots shall be used for residential purposes exclusively, and no building shall be erected, altered, placed or permitted to remain on any such Private Lot other than one used as a dwelling, except that the use of a dwelling unit for a “no-impact home based business”, as defined in Section 11B-111.1 of the Maryland Homeowners Association Act (the “Act”), as amended, shall be permitted, provided that: (i) before any dwelling unit may be used for a non-impact home based business the Owner and/or resident of such dwelling unit shall notify the Association, in writing, at least thirty (30) days prior to the opening of the no-impact home based business; and (ii) in no event shall the Common Area be used by or in connection with any permitted no-impact home based business.

**6.6. Offensive Activities.**

No noxious or offensive activity shall be permitted on any Private Lot, nor shall anything be done thereon which would cause embarrassment, discomfort, annoyance or a nuisance to the Owners of neighboring properties or to the community in general. There shall not be maintained on a Private Lot any plants or animals or devices or things 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 by the Owners thereof.

**6.7. Animals.**

No animals of any kind shall be kept or maintained within The Cove Creek Club except normal household pets may be kept or maintained on the property of a Private Lot, provided they are not kept or maintained for a commercial purpose, and provided further that:

- a. All animals at large on Community Property must be secured by a leash/lead or under the effective control of its owner or other responsible person. “Under the effective control,” shall mean an animal must be at heel and directly beside its owner or custodian if not secured by a leash or lead. Animals at large on Private Lots must be similarly restrained or kept within an enclosed area.
- b. Natural wild waterfowl indigenous to the area may be raised in pens on a Private Lot, with no more than twelve such fowl permitted at any one time and which shall be released upon reaching a mature stage of development.

**6.8. Signs.**

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

- a. Signs required by legal proceedings or otherwise permitted by Maryland law;
- b. Residential identification subject to the written approval by the ACC as to location, size, color, material and content;
- c. Temporary signs for sale or rental only as approved and provided for by The Cove Creek Club, Inc.;
- d. Temporary signs during construction of a residence or other improvement indicating the nature of the improvement and the persons or firms responsible therefore, which signs shall be consolidated into a single frame having not more than six square feet of face area and subject to the written approval of the ACC as to location, size, color, material and content, such signs to be removed within ten days of occupancy, rental or sale of the subject property or completion of improvements;
- e. Community or street identification signs which may be located on private property.

**6.9. Temporary Structures.**

No structure of any temporary character, and no tent, shack or other outbuilding, except as provided herein, shall be placed or permitted to remain on any Private Lot at any time, except:

- a. Temporary construction shelters may be erected and maintained during and used exclusively for construction of any approved work or improvements; such temporary shelters shall not be used for living quarters and shall be removed from the premises promptly upon completion of the approved work or improvement.
- b. Tents may be erected and temporarily maintained during and used exclusively for social events and typical family use, such as short duration backyard camping.

**6.10. Commercial Vehicles, etc.**

Except as herein elsewhere provided, no junk vehicle, commercial vehicle (including vans used for commercial use and vehicles displaying commercial signage), truck (as defined by the Maryland Department of Motor Vehicles and/or by common usage and practice except for light pick-up trucks of three-quarter (3/4) ton capacity or less used for non-commercial purposes), unlicensed or inoperable motor vehicle (which shall include, without limitation, any vehicle which would not pass applicable state inspection criteria), trailer, mobile home, camp truck, house trailer, recreational vehicle, boat or other similar vehicles, machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Corporation may require in connection with the maintenance and operation of the Community Properties) shall be kept upon the Property or upon the public or private streets within or adjacent to the Property nor (except for bona fide emergencies) shall

the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Corporation may, in the discretion of the Board of Directors provide and maintain a suitable area designated for the parking of such vehicles. Notwithstanding the foregoing, boats, trailers, campers, recreational vehicles, commercial vehicles, horse trailers, or utility trailers and similar vehicles may be maintained on designated Community Property or a Private Lot only within an enclosed or screened area which renders such objects not visible from the road or neighboring property, except that in the case of a waterfront lot, any boat that is small enough to be launched by hand may be kept along the waters edge of such lots. This Section shall not restrict the storage of boats at piers and boatlifts approved by the ACC.

***6.11. Restoration/Repairs.***

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 activity is visible from the road or neighboring properties.

***6.12. Outside Containers.***

All above-ground garbage and trash containers, fuel tanks, mechanical swimming pool equipment, utility boxes and meters, air conditioning equipment, clotheslines and other similar outdoor maintenance, storage, and service facilities shall be contained in appropriately screened or fenced areas in order to conceal them from view of the road and neighboring properties. The placement of these items, when such placement is under the control of the Owner, whether located above or below ground, shall require the approval of the ACC.

***6.13. Waste Plant Materials.***

The maintenance of accumulated waste plant material on a Private Lot is prohibited except as part of an established compost pile which shall be maintained in such a manner as not to be visible from the road and neighboring properties and not closer than one hundred feet from the neighboring residence or an established outdoor living area of an existing or future residence.

***6.14. Garage.***

Each residence shall include at least a two-car garage, either attached or detached, having a minimum floor area of four hundred square feet. Any additional on-site parking designed principally for the occupants of the dwelling shall, where feasible, be appropriately screened from public view.

***6.15. Minimum Dwelling Area.***

All principal residences shall contain not less than one thousand, two hundred 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.



**6.16. Codes.**

All exterior improvements, modifications or additions which require the approval in accordance with Article VI of this Declaration shall be in accordance with applicable Federal, State and local regulations or ordinances, including, but not limited to, building lines, setback and height provisions set forth in the Zoning Ordinance of Queen Anne's County, Maryland.

**6.17. Antennae.**

Except as specifically permitted by applicable federal governmental regulations, no exterior aerals or antennas of any type, including, but not limited to, satellite dishes for reception or transmission, may be erected or maintained within the Property without the prior written approval of the Board of Directors, or its designated committee, pursuant to Article 6 hereof; provided, however, that satellite dishes not in excess of one (1) meter in diameter are permitted. The Board of Directors may impose reasonable rules and regulations regarding the location and screening of any such satellite dish, subject to applicable federal governmental regulations. Aerials and antennas situated entirely within a dwelling unit, and not visible from the exterior are permitted.

**6.18. Construction Period.**

The exterior modification or repair of all residences and other structures on a Private Lot must be commenced within six (6) months of approval and completed within one (1) year after construction has 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.

During the construction period, the Owner of the Private Lot shall require the builder to maintain the 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 continuous period of sixty 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.

**6.19. Destruction of Residence.**

Should any residence or structure on any Private Lot be destroyed in whole or in part, it must be reconstructed in a manner consistent with the provisions of this Declaration and the debris thereof removed from the site and the property restored to a neat and sightly condition within six months, or it shall be deemed to be both a public and private nuisance.

**6.20. Watercourses.**

Except as may be provided annually within the framework of each adopted operating budget of The Cove Creek Club, Inc., The Cove Creek Club, Inc. expressly assumes no responsibility for silt or obstruction removal or channel improvement by dredging or any other means, in any natural or dredged channel providing access to any Private Lot or Community Property, nor in

any natural or man-made watercourse or basin within The Cove Creek Club, nor along any shore line boundary thereof.

#### ***6.21. Shoreline.***

Maintenance of the shoreline of all waterfront lots is and shall be the responsibility of the Owner of the Private Lot abutting the shoreline. However, in recognition of the possible danger of damage to adjacent Owners or to the Community Properties, and in order to protect and enhance the general appearance of The Cove Creek Club, each such waterfront lot shall be subject to an easement running to The Cove Creek Club, Inc., for the purpose of entering upon or otherwise accessing such lots for the purpose of maintaining, restoring or assuring the continuing integrity of the shore line installations should the Owner fail so to do, after having received notice and reasonable opportunity to correct, without penalty of trespass or otherwise and to levy the costs thereof against the Owner personally and which costs shall also become a lien against the property until satisfied.

Further, the Owner of any Private Lot along said waterfront shall have the right and easement to go upon the lot of an adjacent Owner while repairing or maintaining the revetments or bulkheads upon his own lot for the purpose of reasonable connection upon the neighboring lot and in order to maintain the integrity of the total installation, provided however, that the performing such work shall not cause any disruption or damage to the property of the adjoining Owner(s), and that reasonable notice is given to the adjacent Owner(s).

### **ARTICLE VII - GENERAL PROVISIONS: DECLARATION**

#### ***7.1. Duration and Amendment.***

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Cove Creek Club, Inc., or the Owner of any land subject to this Declaration, their respective legal representative, heirs, successors and assigns, for a term of twenty-five years from the date this Amended Declaration is recorded. Said covenants and restrictions shall be automatically extended for successive periods of ten years unless otherwise terminated or changed by the same requirements as hereinafter provided for amendments to the Declaration of Covenants.

The Declaration of Covenants may be amended only upon the assent of a two-thirds of all Membership votes eligible to be cast, which votes shall be cast by written ballot in accordance with the procedures specified in the Bylaws. Any such amendment(s) of this Declaration of Covenants shall not become effective until the instrument evidencing such change has been duly recorded.

Amendments to the to the Declaration of Covenants may be proposed by the Board of Directors or by a written petition signed by 25% of the Members. A description of any proposed amendment, including any properly submitted and voted upon amendments thereto, shall be set forth in a written notice distributed by the Secretary to the Membership at least thirty days prior to the Membership meeting at which such proposed amendment is to be voted upon.

**7.2. *The Cove Creek Club, Inc Use of Community Properties.***

The Cove Creek Club, Inc. shall have the right to use all Community Properties, including easements for community use, within The Cove Creek Club for the purposes of providing the services that it performs in The Cove Creek Club.

**7.3. *Notices.***

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the currently registered address of the person who appears as Member or Owner on the Records of The Cove Creek Club, Inc. at the time of such mailing, in accordance with the provisions stipulated in the Bylaws.

**7.4. *Enforcement.***

In addition to other procedures set forth in the Declaration or other enforcement of the Declaration, enforcement shall be by any legal proceeding against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, and against the land to enforce any lien created by the Declaration; and failure of The Cove Creek Club, Inc. or any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

**7.5. *Severability.***

Invalidation of any one of the provisions of the Declaration by judgment or court order shall not affect any other provisions, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

THE COVE CREEK CLUB, INC.,  
a Maryland corporation

\_\_\_\_\_  
\_\_\_\_\_  
(Assistant) Secretary

By: \_\_\_\_\_  
\_\_\_\_\_  
President

[CORPORATE SEAL]

CERTIFICATE OF THE COVE CREEK CLUB, INC.

The Secretary of The Cove Creek Club, Inc. (the "Corporation"), the Secretary, as the person authorized to count votes of the Members, hereby certifies that the Amended and Restated Declaration of Covenants, Conditions and Restrictions to which this Certificate is attached was approved by the Members of the Corporation as required by the original Declaration. This Certification is recorded for the purpose of conforming to the relevant provisions of Maryland corporate law and of the Declaration and hereby accompanies the Amended and Restated Declaration of The Cove Creek Club, Inc.

\_\_\_\_\_  
Secretary of The Cove Creek Club, Inc.

ATTEST:

\_\_\_\_\_  
President

\* \* \*

STATE OF

\*

COUNTY OF

\* to wit:  
\*

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the President of The Cove Creek Club, Inc., a Maryland corporation, and that such corporate officer, being authorized to do

so, executed the foregoing and annexed instrument on behalf of such corporation for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

[NOTARIAL SEAL]

\* \* \*

**ATTORNEY'S CERTIFICATION**

I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of the undersigned, an attorney duly licensed to practice before the Court of Appeals of Maryland

\_\_\_\_\_  
Stanley R. Jacobs

**[TO BE COMPLETED WITH SUBDIVISION PLAT  
REFERENCES FOR THE PROPERTY PRIOR TO  
RECORDATION OF THIS DECLARATION]**

DOCUMENT NO. 191,124

LIBER 156 FOLIO 381

RECEIVED  
CLERK, CIRCUIT COURT

94 APR 19 AM 11:21

QUEEN ANNE'S COUNTY

**FIRST AMENDMENT TO SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
(The Cove Creek Club)**

THIS FIRST AMENDMENT TO SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS, made this 29<sup>th</sup> day of  
MAY, 1993, by the undersigned Owners of in excess  
of three-fourths (3/4) of the Private Lots within the Cove Creek  
Club,

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

WHEREAS, the Developer of The Cove Creek Club, Kettler  
Brothers, Inc., has heretofore on the 1st day of November, 1979,  
had recorded in the land records for Queen Anne's County,  
Maryland, in Liber 156 at Page 715, a Declaration of Covenants,  
Conditions and Restrictions applicable to the community of Cove  
Creek as therein described and a Supplementary Declaration of  
Covenants, Conditions and Restrictions applicable to Cove Creek  
recorded in said land records in Liber 156 at Page 734 on the 1st  
day of November, 1979; and

WHEREAS, the Owners of in excess of three-fourths (3/4) of  
the Private Lots within Cove Creek caused a First Amendment to  
the said Declaration of Covenants, Conditions and Restrictions to  
be made on June 17, 1989 and subsequently recorded in said Land  
Records in Liber 351 at Page 39 on June 8, 1990; and

WHEREAS, the Owners of in excess of three-fourths (3/4) of  
the Private Lots within Cove Creek deem it desirable to cause an  
amendment to be made to the said Supplementary Declaration of  
Covenants, Conditions and Restrictions in order to add a new  
sentence at the end of Section 3a. at page 1 which would more  
clearly define limitations of use of lots and improvements  
thereon, and in order to delete Section 3d. at page 2 which is no  
longer applicable, and to add a new Section 3d at page 2 to  
reinforce the residential character of the Cove Creek Club;

NOW, THEREFORE, the said undersigned Owners declare pursuant  
to Article VIII of the Declaration of Covenants, Conditions and  
Restrictions that Sections 3a. and 3d. of the said Supplementary  
Declaration of Covenants, Conditions and Restrictions are hereby  
amended, as follows:

- o To be added at end of Section 3a. at page 1: "No  
dwelling, private lot or portion thereof may be used as  
a point of receipt, dispatch or storage of commercial  
vehicles or goods used for a commercial enterprise."
- o Existing Section 3d. at page 2 to be deleted in its  
entirety and replaced with new Section 3d. which  
states: "No private lot owner or tenant may use such  
lot or improvements thereon for the random use of non-  
owner groups such as but not limited to business  
affiliates, employees, business partners, customers,  
trade organizations, etc."

IN WITNESS WHEREOF, the undersigned, Owners of in excess of  
three-fourths (3/4) of the Private Lots within Cove Creek, have  
hereunto set their hands and seals, all as of the day and year  
first above written.

INT. FILE CLERK \$ 2.00  
NOTES & HAND 6.00  
RECORDING FEE 310.00  
TOTAL 318.00  
RECORDED & RETURNED  
MAY 20 1994 11:24 AM

Orig. mailed to: Cove Creek Club  
114 N. Creek Court  
Stevensville, MD 21666  
MAY 18 1994

LIBERO 461 FOLIO 382

STATE OF MARYLAND )  
COUNTY OF QUEEN ANNE ) ss:

I hereby certify that on the 27<sup>th</sup> day of May,  
1993, before me the subscriber, a Notary Public in and for the  
State and County aforesaid, personally appeared:

<u>Richard C. Jones, Jr.</u>	<u>R. J. Davis</u>
<u>John Taylor</u>	<u>Bertha P. Davis</u>
<u>Patricia E. Taylor</u>	<u>Lawrence F. Bond, Jr.</u>
<u>Robert C. Matheson</u>	<u>Betty E. Bond</u>
<u>John A. Van Wagoner</u>	<u>Charles L. Lochner</u>
<u>Richard E. Tinsack</u>	<u>Diane P. Lochner</u>
<u>Richard N. Reed, Jr.</u>	<u>Lawrence K. Aschenbach</u>
<u>John W. Gossnell</u>	<u>Conrad Aschenbach</u>
<u>N. J. Barbet</u>	<u>Barbara W. Griffin</u>
<u>Philip A. Gault</u>	<u>Allen C. Thompson</u>
<u>Margaret M. Gault</u>	<u>James E. Thelen</u>
<u>John A. Martins, Jr.</u>	<u>Allen Jones, Jr.</u>
<u>Robert J. Ferguson</u>	<u>William J. French</u>
<u>Mary Clifton Buchanan</u>	<u>James K. French</u>
<u>Mary P. Carroll</u>	<u>Arthur E. Cantano</u>
<u>Bernard H. Nees</u>	<u>Theresa A. Nees</u>
<u>Beverly R. Nees</u>	<u>Lawrence L. Ball</u>
<u>Jeremiah K. Hight</u>	<u>Sam H. Jones</u>
<u>Phyllis M. Hight</u>	<u>Ann D. Buchanan</u>

known to me (or satisfactorily proven) to be the persons whose  
names are subscribed to the within instrument and acknowledged that  
they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official  
notarial seal on the day and year first above written.

Jul 28 1993  
Notary Public

My commission expires: July 1, 1994





STATE OF MARYLAND )  
COUNTY OF QUEEN ANNE ) ss:

I hereby certify that on the 27<sup>th</sup> day of Nov, 1973, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared:

D. William W. Hutchings  
Joe Bratten  
Mary Carter  
J. T. McMahon  
Herbert Mules  
Barbara Mules

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official notarial seal on the day and year first above written.

Jim L. J. Sage  
Notary Public

My commission expires: 19 July 1974 Jim L. J. Sage



PROPERTY ADDRESS	RECORD TITLE OWNER(S)	SIGNATURES AND SEALS
#68 / #69	RICHARD C. JONES, JR.	Richard C. Jones, Jr. (SEAL)
# 49	John TAYLOR	John Taylor (SEAL)
# 49	PATRICIA E. TAYLOR	Patricia E. Taylor (SEAL)
# 129	Robert J. Mulvaney	Robert J. Mulvaney (SEAL)
# 10	JOHN A. VAN WAGENEN	John A. Van Wageningen (SEAL)
# 30	Richard J. Versack	Richard J. Versack (SEAL)
# 40	RICHARD N. REED JR.	Richard N. Reed Jr. (SEAL)
# 86	John W. & Janet E. Gessell	John W. & Janet E. Gessell (SEAL)
1/2 # 64	John W. & Janet E. Gessell	John W. & Janet E. Gessell (SEAL)
# 87	John W. Gessell	John W. Gessell (SEAL)
# 74	N.C. & Mary D. Farhart	N.C. & Mary D. Farhart (SEAL)
# 22	Philip A. & Margaret Griffin	Philip A. & Margaret Griffin (SEAL)
# 57 & # 58	Sally A. & YARDLEY W. WATSON	Sally A. & YARDLEY W. WATSON (SEAL)
# 34	ROBERTA J. ROGERSON	ROBERTA J. ROGERSON (SEAL)
# 1 & 2	MARY Christen Buchanan	MARY Christen Buchanan (SEAL)
# 53	Marie P. Giesel	Marie P. Giesel (SEAL)
# 95	Bernard H. Nees	BERNARD H. NEES (SEAL)
# 95	BEVERLY R. NEES	Beverly R. Nees (SEAL)
# 13	Jeremiah K. HUGHITT	Jeremiah K. HUGHITT (SEAL)
# 13	THOMAS M. HUGHITT	THOMAS M. HUGHITT (SEAL)
# 3	R.S. DAVIS	R.S. DAVIS (SEAL)
# 3	BERTHA F. DAVIS	BERTHA F. DAVIS (SEAL)
# 55	LEWIS F. BOND JR.	Lewis F. Bond Jr. (SEAL)
# 55	BETTY E. BOND	Betty E. Bond (SEAL)
# 25	CHARLES L. LADNER	CHARLES L. LADNER (SEAL)

PROPERTY ADDRESS	RECORD TITLE OWNER(S)	SIGNATURES AND SEALS
#35	DIANE P. LADNER	Diane P. Ladner (SEAL)
#16	Levin P. Lushbaugh	Levin P. Lushbaugh (SEAL)
#16	Corrine P. Lushbaugh	Corrine P. Lushbaugh (SEAL)
17 + 18	Burton P. Lushbaugh	Burton P. Lushbaugh (SEAL)
31	William P. Lushbaugh	William P. Lushbaugh (SEAL)
75	James H. Martin	James H. Martin (SEAL)
33	ALLEN JONES, JR.	Allen Jones, Jr. (SEAL)
107	WILLIAM FRENCH	William French (SEAL)
107	GEORGE K. FRENCH	George K. French (SEAL)
23	Anthony S. Castarella	Anthony S. Castarella (SEAL)
12	Harold E. Gentry	Harold E. Gentry (SEAL)
127 1/2	LAWRENCE L. FELL	Lawrence L. Fell (SEAL)
12	Robert L. DEVERS	Robert L. Devers (SEAL)
65	Arvin D. Aitchcock	Arvin D. Aitchcock (SEAL)
65	Will A. Aitchcock	Will A. Aitchcock (SEAL)
111	John A. Aitchcock	John A. Aitchcock (SEAL)
7	MARY CARTER	Mary Carter (SEAL)
#20	ST. MARY	St. Mary (SEAL)
#47	Harold B. Muck	Harold B. Muck (SEAL)
#47	Barbara B. Muck	Barbara B. Muck (SEAL)
		(SEAL)
		(SEAL)
		(SEAL)
		(SEAL)
		(SEAL)

LIBERO 461 FOLIO 386

STATE OF MARYLAND )  
COUNTY OF QUEEN ANNE ) ss:

I hereby certify that on the 30<sup>th</sup> day of June, 1988, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared:

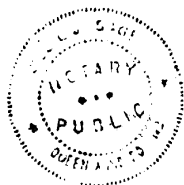
Janice G. Loetzer  
Theodore G. Loetzer  
Jack G. Connell  
Robert W. Barros  
Judith R. Gaardsmoen  
Robin M. Gaardsmoen  
Jessie M. Buchfield  
Peta J. Metwala  
Beverly K. Whorton  
Wilbur R. Garrett, Jr.  
Claude J. Shiflet, Jr.  
Walter Petrie  
Barbara E. Oelschlaeger

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official notarial seal on the day and year first above written.

Bill L. J. Sage  
Notary Public

My commission expires: August 1, 1992



13

LIBER 461 FOLIO 388

STATE OF MARYLAND )  
COUNTY OF QUEEN ANNE ) ss:

93 I hereby certify that on the 1st day of August,  
1989, before me the subscriber, a Notary Public in and for the  
State and County aforesaid, personally appeared:

Robert D. Behn  
Barbara Kettler-Mills  
Margaret Dunn  
Eleanor H. Reed  
Charlotte Schreiber  
Elizabeth Adams  
C. Audrey Schreiner  
Robert Doolittle  
Leon B. Doolittle  
Phyllis Harrison  
Janet L. Witty  
Stuart J. Kessler  
Leon Gore  
Margaret King  
Kathleen Veltman  
Robert T. Caplan III  
Kenneth J. Lantelme

known to me (or satisfactorily proven) to be the persons whose  
names are subscribed to the within instrument and acknowledged that  
they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official  
notarial seal on the day and year first above written.

Will L. J. Sage  
Notary Public

My commission expires: August 1, 1994



PROPERTY ADDRESS	RECORD TITLE OWNER(S)	SIGNATURES AND SEALS
LOT 15	ROBERT D. BOHN	<u>Robert D. Bohn</u> (SEAL)
Lot 104	<del>Barbara K. Miller-Mills</del>	<del>Barbara K. Miller-Mills</del> (SEAL)
Lot 26	MARIANNE R. DUNN	<u>Marianne R. Dunn</u> (SEAL)
Lot 40	ELEANOR H. REED	<u>Eleanor H. Reed</u> (SEAL)
Lot 4	CHARIOT SUKACHEVICH, MD	<u>Chariot Sukachevich</u> (SEAL)
Lot 105	ELIZABETH S. ADAMS	<u>Elizabeth S. Adams</u> (SEAL)
Lot 31	C. Audrey Scheiner	<u>C. Audrey Scheiner</u> (SEAL)
Lot 103	Robert L. Doolittle	<u>Robert L. Doolittle</u> (SEAL)
Lot 103	Juan B. Doolittle	<u>Juan B. Doolittle</u> (SEAL)
Lot 72	PHYLIS HARRISON	<u>Phyllis B. Harrison</u> (SEAL)
Lot 71	Janet L. Witte	<u>Janet L. Witte</u> (SEAL)
Lot 90	STU + DIANE KEILLER	<u>Stuart J. Keiller</u> (SEAL)
Lot 39	Laura Gore	<u>Laura Gore</u> (SEAL)
Lot 81	<del>Elizabeth P. King</del>	<del>Elizabeth P. King</del> (SEAL)
Lot 94	KATHLEEN P. VELTMAN	<u>Kathleen P. Veltman</u> (SEAL)
Lot 83 1/2 L184	DANIEL J. CALLAHAN III	<u>Daniel J. Callahan</u> (SEAL)
Lot 78	KENNETH J. LAURELME	<u>Kenneth J. Laurelme</u> (SEAL)
		(SEAL)
		(SEAL)
		(SEAL)
		(SEAL)
		(SEAL)
		(SEAL)
		(SEAL)
		(SEAL)
		(SEAL)
		(SEAL)

LIBERO 461 FOLIO 390

STATE OF MARYLAND )  
COUNTY OF QUEEN ANNE ) ss:

<sup>93</sup>  
I hereby certify that on the 5<sup>th</sup> day of August,  
1999, before me the subscriber, a Notary Public in and for the  
State and County aforesaid, personally appeared:

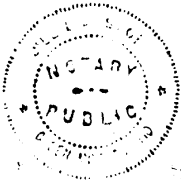
Dennis D. Shifflet

known to me (or satisfactorily proven) to be the persons whose  
names are subscribed to the within instrument and acknowledged that  
they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official  
notarial seal on the day and year first above written.

Gill L. J. Sage  
Notary Public

My commission expires: August 1, 1994.





[illegible]

LIBERO 461 FOLIO 392

STATE OF MARYLAND )

COUNTY OF QUEEN ANNE )

ss:

<sup>93</sup> I hereby certify that on the 15<sup>th</sup> day of September, 1989, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared:

Carol M. Liss

Tom Buckart

RC Myers

R. Hunter

L. Schaubberger

John F. Dobson

Robert E. Woods

Alexandra S. Woods

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official notarial seal on the day and year first above written.

William L. Sage  
Notary Public

My commission expires: August 1, 1994



QUEEN ANNE'S COUNTY CIRCUIT COURT (Land Records) MWM 461, p. 0393, MSA\_CE58\_1789. Date available 04/07/2005. Printed 07/11/2019.

STATE OF MARYLAND )  
COUNTY OF QUEEN ANNE ) ss:

93 I hereby certify that on the 10<sup>th</sup> day of October, 1989, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared:

William J. Hays  
Bernard J. Nees  
Emily J. Nees  
Richard D. Lamm  
Teresa Connell Duggett  
William H. Duggett

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official notarial seal on the day and year first above written.

John L. L. S. Jr.  
Notary Public

My commission expires: August 1, 1994



A circular notary seal for a Notary Public. The text "NOTARY PUBLIC" is prominently displayed in the center, with "NOTARY" on the top line and "PUBLIC" on the bottom line, separated by three small dots. The words "NOTARY" and "PUBLIC" are also written in a smaller font along the inner border of the seal.

SIGNATURES AND SEALS

Res M. Hunt (SEAL)

Sworn and subscribed to before me this 19th day of October, 1993. (SEAL)

Nancy E Toadvine (SEAL)  
Nancy E Toadvine  
Notary Public (SEAL)

(SEAL)

(SEAL)

\_\_\_\_\_ (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(Seal)

(SENIA)

(9711)

(37)1.

[illegible]

[Downloaded from ascelibrary.org by University of California, San Diego on 06/09/14](#)

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\_\_\_\_\_

LICERO 461 FOLIO 397

**PROPERTY ADDRESS**

**RECORD TITLE OWNER(S)**

**SIGNATURES AND SEALS**

Lot 110

Richard S Walsh  
Joan S Walsh

Richard S Walsh (SEAL)  
Joan S Walsh (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

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(SEAL)

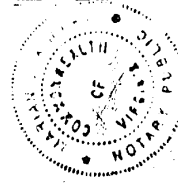
(SEAL)

State of Virginia  
County of Fairfax

This document was acknowledged and signed before me by Richard S Walsh and  
Joan S Walsh on the 20th day of October, 1993

Marian J. Kollet  
Marian J. Kollet

My Commission Expires 12/95







SIGNATURES AND SEALS

\_(SEAL)

\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

(SEAL)

4 5 6 7 8 9

— (DEAD)

\_\_\_\_\_(SEAL)

\_\_\_\_ (SEAL)

(SEAL)

— 4 —

\_\_\_\_\_(SEAL)



LIBERO 461 FOLIO 400

STATE OF MARYLAND )

COUNTY OF QUEEN ANNE )

ss:

I hereby certify that on the 1<sup>st</sup> day of NOVEMBER,  
1993, before me the subscriber, a Notary Public in and for the  
State and County aforesaid, personally appeared \_\_\_\_\_

JOANN RICE

known to me (or satisfactorily proven) to be the persons whose  
names are subscribed to the within instrument and acknowledged  
that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official  
notarial seal on the day and year first above written.



Edward C. Lewis  
Notary Public

My Commission Expires: \_\_\_\_\_

EDWARD C. LEWIS  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires September 24, 1996

SIGNATURES AND SEALS

John Rice (SEAL)

\_(SEAL)

\_(SEAL)

\_(SEAL)

\_(SEAL)

\_(SEAL)

\_(SEAL)

(SEAL)

\_(SEAL)

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(SEAL)

(SEAL)

SEAL)

SEAL)

SEAL)

SEAL)

SEAL

STATE OF MARYLAND )  
COUNTY OF QUEEN ANNE ) ss:

<sup>73</sup> I hereby certify that on the 1st day of December,  
1989, before me the subscriber, a Notary Public in and for the  
State and County aforesaid, personally appeared:

R.S. Davis

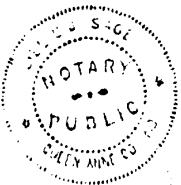
Mary A Springer

known to me (or satisfactorily proven) to be the persons whose  
names are subscribed to the within instrument and acknowledged that  
they executed the same for the purposes therein contained.


IN WITNESS WHEREOF, I hereunto set my hand and official  
notarial seal on the day and year first above written.

Jill L. J. Sage  
Notary Public

My commission expires: August 1, 1974.



SIGNATURES AND SEALS

 \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)

Mary Ellen Sprunger (SEAL)

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LIBERO 461 FOLIO 404

STATE OF MARYLAND )  
COUNTY OF QUEEN ANNE )

ss:

I hereby certify that on the 3rd day of December,  
1993, before me the subscriber, a Notary Public in and for the  
State and County aforesaid, personally appeared \_\_\_\_\_

Carla R. Loefer  
Carol M. Lane

known to me (or satisfactorily proven) to be the persons whose  
names are subscribed to the within instrument and acknowledged  
that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official  
notarial seal on the day and year first above written.



Donna R. Loefer  
Notary Public

My Commission Expires: 8/1/96

PROPERTY ADDRESS

<u>RECORD</u>	<u>TITLE</u>	<u>OWNER(S)</u>
10-10-68	10-10-68	10-10-68

SIGNATURES AND SEALS

Carole M. Lee

Carole R. [Signature] (SEAL)  
Carole M. [Signature] (SEAL)

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LIBERO 461 FOLIO 406

STATE OF MARYLAND )  
COUNTY OF QUEEN ANNE ) ss:

I hereby certify that on the 6<sup>th</sup> day of December,  
1993, before me the subscriber, a Notary Public in and for the  
State and County aforesaid, personally appeared Richard L. Greene  
& Linda S. Greene

known to me (or satisfactorily proven) to be the persons whose  
names are subscribed to the within instrument and acknowledged  
that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official  
notarial seal on the day and year first above written.



Pauline Murray Banno  
Notary Public

My Commission Expires: July 3, 1995





# THE COVE CREEK CLUB INC

## Rules and Regulations



**Processing and Collection of Members Financial Obligations to the Cove Creek Club, Inc.**

1. Assessments

- a. Annual Assessments may be paid in full once annually or paid quarterly in ¼ portions.
- b. Assessments will be invoiced separately from other obligations (club charges) and will be emailed through electronic invoicing or hard copy delivered to the Member the first day of each quarter.

2. Other Financial Obligations (Member Club Charges)

- a. Other charges (non-assessments charges) will be invoiced approximately the first day of each month.

3. Statement and Reminders

- a. Statements will be sent to members with outstanding balances approximately the 15<sup>th</sup> day of each month.
- b. Reminders of overdue invoices will be sent approximately the 22<sup>nd</sup> day of each month.

4. Late Penalty Fees

- a. As stated in the Bylaws section 6.7, an obligation is Delinquent if outstanding past the due date.
- b. Any single invoice whose balance due is \$50 or higher that is Delinquent more than 30 days will be processed as follows:
  - i. The delinquent invoice will be charged a late fee penalty of 10% in a separate invoice.
  - ii. Funds received will be applied to late fee penalties first, and then to original invoices, oldest to newest.
  - iii. Obligations delinquent for more than 150 days (180 days from invoice date) may be turned over to the Club's legal counsel for legal action as determined by the Board of Directors. This action may include but is not limited to liens, personal judgments, foreclosure and related collection processes.

  
1.10.19  
CRAIG W. STOUT, President

  
BILL FERRIS, Secretary



# THE COVE CREEK CLUB INC

Approved Resolutions



**THE COVE CREEK CLUB, INC.**

**POLICY RESOLUTION No. 1**

**DUE PROCESS RESOLUTION**

**WHEREAS**, Article 4, Section 4.2 of the Bylaws of The Cove Creek Club, Inc. ("the Association") grants the Board of Directors ("the Board") the powers and duties necessary for the administration of the affairs of the Association; and

**WHEREAS**, Article 4, Section 4.2 (a) of the Bylaws grants the Board the authority to enforce the covenants, conditions, restrictions, uses, limitations, obligations and all other provisions set forth in the Declaration of Covenants ("Declaration") and the Bylaws; and

**WHEREAS**, Article 4, Section 4.2(b) of the Bylaws authorizes the Board to establish, make and enforce compliance with the designations, rules, conditions, restrictions, limitations and all other provisions necessary for the orderly operation, use and maintenance of the Community and the personal conduct of all Members and their guests; and

**WHEREAS**, Article 4, Section 4.2(r) of the Bylaws empowers the Board to suspend the enjoyment rights of any Member for any period during which any assessment or other funds due to the Association are delinquent, and for such other reasonable period as it considers appropriate for any infraction of its published rules and regulations; and

**WHEREAS**, for the benefit and protection of the Association and of the individual members, the Board deems it necessary and desirable to supplement the existing enforcement provisions set forth in the Declaration, Bylaws and Rules and Regulations ("Governing Documents") and to establish procedures which, by this Resolution, shall include the levying of fines, governing alleged violations of the provisions of the Governing Documents;

**NOW, THEREFORE, IT IS HEREBY RESOLVED THAT** pursuant to the above referenced provisions, the Board adopts the following procedures for the enforcement of the Governing Documents and for the imposition of fines and sanctions for violations of those Governing Documents.

1. **Initial Notice.** In the event the Board of Directors determines that there is probable cause that any provision of the Declaration, the Bylaws, Articles of Incorporation or the rules and regulations of the Association is being or has been violated, written demand to cease and desist the violation shall be sent to the Owner, and if applicable, tenants, residents or guests therein. The notice shall include the specific nature of the alleged violation, the action required to abate the violation, and shall state a time period of not less than ten (10) days during which the violation may be abated without further sanction if the violation is a continuing one. If the violation is not continuing, the written demand will state that any further violation of the same rule or regulation may result in the imposition of sanction after notice and a hearing, if requested.



2. **Hearing.** If the violation continues past the period allowed in the initial demand for abatement without penalty or if the same rule or provision is subsequently violated, the Board of Directors may levy sanctions against the Owner, including but not limited to, revocation of Owner's access to community facilities after determining there is probable cause that a violation of the Governing Documents exists. In the event the Board of Directors determines that such probable cause exists, it shall provide written notice to the defaulting Owner specifying the nature of the alleged violation, the proposed sanction to be imposed, and of the opportunity for a hearing before the Board of Directors upon written request made within ten (10) days of the sending of the written notice. In the event that a hearing is requested and held, proof of notice of the hearing shall be placed in the Board of Directors meeting minutes. At the hearing, which shall be held within fifteen (15) days of the written request, each party shall be given an opportunity to be heard and to present all claims and/or defenses and witnesses that the alleged Owner or the Board of Directors wish to produce. Any party at the hearing may be represented by counsel.

3. **Fines.** After a duly conducted hearing, or if no hearing is timely requested, the Board of Directors, shall determine whether there is sufficient evidence of a violation(s). If the Board of Directors determines that there is sufficient evidence of a violation(s) in addition to other sanctions including but not limited to revocation of Owner's access to community facilities, it may levy a fine in an amount which takes into account each violation to date, the time period of the violation(s), any damage(s) to the community or members of the community.

4. **Collection of Fine.** Any fines levied shall be placed on the Owner's assessment account and be subject to collection action in the same manner and under the same terms as any other Assessment in accordance with Article IV of the Declaration.

5. **Other Enforcement Action.** Nothing in this Resolution shall prohibit or otherwise limit the Association's right to pursue other enforcement/legal actions available to it to correct or abate any violation of the Declaration, By-Laws, Articles of Incorporation, or rules and regulations. In addition, the Board of Directors is authorized to institute legal action by filing a petition or complaint to obtain specific enforcement and to collect the fine assessed by the Board plus the costs of litigation against any person or persons determined to be in violation.

RESOLUTION ACTION SHEET

Resolution Number: 1  
Resolution Title: One Process Resolution  
Date of Adoption: August 19, 2014

The above-referenced Resolution was adopted by the Board of Directors as of the date set forth.

Signatures:

Vote: (Y/N)

Charles R. Hark  
Director

Y

[Signature]  
Director

Y

Mark A. McElroy  
Director

Y

[Signature]  
Director

Y

[Signature]  
Director

Y

ATTEST:

[Signature]  
Secretary

8/19/2014  
Date



# THE COVE CREEK CLUB INC

Other Document





**Marina and Storage Guidelines  
Policy, Rules, Fees and Agreement  
effective 2017**

**This document contains all information for the marina and storage. It is comprised of four sections:**

- 1. General Policy and Fees**
- 2. Waiting List Policy for Slips**
- 3. Marina and Storage Rules**
- 4. Marina Slip and Storage Contract**

**General Policy and Fees:**

**Who can lease slips and storage?**

1. The Cove Creek Marina is a recreational marina only. No commercial boats or commercial activities of any sort are permitted in the marina.
2. Slips and storage are available to all Members and tenants of the Cove Creek Club as defined in the Club Covenants and By-Laws.
3. Non-Residing Family members (Extended Family) are defined as: Children, Grandchildren, Parents, Grandparents, Brothers, Sisters, Sons-in Law, Daughters-in Law may also obtain slips and storage when registered through their sponsoring club Member.
4. Anyone else not defined above (Sponsored Guests) may also obtain slips and storage when sponsored by a Member of the club or the Marina Committee.
5. All deposits and fees are the final responsibility of the Member or the sponsoring Member of Extended Family. All invoicing for all slip deposits, fees and storage fees will be billed to the Member whose has leased the slip or storage. The Member is responsible for any and all fees/deposits. Members are not responsible for fees/deposits of Sponsored Guests, but will be notified of non-payment.

**How to lease slips and storage:**

1. Members with slips leased at the end of the calendar year will be invoiced for the next year on March 1st. Members not paying the invoiced amount within 30 days of invoicing will be considered as not wanting the slip for the coming year and that slip will be considered vacated. refunded. Storage fees are also to be paid in full by April 30th.

2. Non-Members must vacate their slips at the end of the calendar year and will be offered slips according to the Non-Member waiting list policy after **March 15th**.
3. All Members that lease slips or storage, or sponsor another person, must sign and agree to the terms of the Marina slip/storage agreement and meet insurance and registration requirements of the contract.
4. When all slips of a particular category become leased, additional requests for that category of slips will be determined by the Marina Slip Waiting List Policy.
5. The Marina Committee has final authority in assigning slips; an appeal of the Marina Committee's decision may be taken to the Board.
6. Copies of the boat's title, registration, and certificate of insurance must be filed with the club office. Failure to submit documentation will result in the loss of the slip assignment.

#### **Slip and Storage Fees for MEMBERS:**

##### **Slip Fees:**

	Boat length:	
Category A	<= 24'	\$ 800
Category B	25-29'	\$ 850
Category C	30-34'	\$ 900
Category D	35-40'	\$1,000
Category E	Premium (Slips #'s 49-50)	<b>\$1,200</b>
	(Larger slips #'s, 55-57)	\$1,500

- Boats left in the slips over the winter will be charged an additional \$400
- Ramp Usage Fee Only (no storage or slip): \$200
- Overnight slip rental for Member's guests: **\$30** per night.

##### **Annual Storage Fees:**

Primary Storage with up to date registration:

For slip holders:	\$200
For boats on trailer (summer ramp usage and winter storage):	\$350
For non slip holders	\$300
Utility Trailers	\$200
For boats with <b>NO</b> up to date registration (Primary & Secondary Area):	\$600
<b>Derelict Boats or Trailers (Primary &amp; Secondary Areas)</b>	<b>\$750. per /6 mos.</b>

Other storage items (other than boats) will be charged as Marina Committee determines but not more than max above (depending on size, type of item, electricity use, etc).

The secondary storage (spoils area) fee is 1/2 of above, except for utility trailers which will be \$50.

All fees shall be reviewed annually by the Marina Committee. Fees charged in other nearby marinas should be gathered and taken into consideration by the committee as part of their review. The recommendations of the Marina Committee shall be submitted to the Finance Committee for comment before they are submitted to the Board for approval.

**Fees for Non-Members:**

All fees above (slips and storage) are for the Members of the Club (as defined in the Covenants and Bylaws). Fees for Non-residing family members and others sponsored by Members collectively known as Non-Members as defined above shall pay the following fees:

1. Extended Family: Member fees above plus 40%.
2. Sponsored Guests: Member fees above plus 60%

## **Marina Slip Waiting List Policy**

### **For Member Owned Boats:**

1. If all slips of a particular category are leased (no slips available) at the time a Member requests a slip, by payment of a deposit of \$200, a Member can request that his or her name be entered on a waiting list for slip assignment. The Member must specify the category (size) of slip desired.
2. If a slip is offered and the Member does not accept the slip by leasing the slip within 14 days, then the slip shall be offered to the next Member on the waiting list. The lists shall be maintained in chronological order and by category of size. Those refusing a slip may stay on the waiting list or may opt to be removed from the waiting list. If a member opts to refuse a slip and asks to remain on the list he will be moved to the bottom of the list.
4. Slip waiting list order shall be determined by the date and time of the receipt of the deposit based on postmark. Hand delivered fees will be considered postmarked on the date of delivery. Ties will be broken by lottery. The waiting list will be maintained by the CCC Office Manager.
5. The \$200 deposit shall be deducted from the slip lease fee when the slip is properly acquired. Those not obtaining slips that remove their names from the waiting list shall be refunded one-half of their deposit, \$100.
6. The waiting list shall be kept within the four categories of charged slip fees, e.g., categories based on size.
7. The Member waiting list will be reviewed at all Marina Committee meetings which all Members are invited to attend. Also, the current Member waiting list will be available for review in the CCC Office.

### **For Non-Member Owned Boats:**

1. In order for Non-Members to be offered slips, there must be no Members on the Member Waiting List for that category of slip.
2. Non-Members, when sponsored by Members, must file their names with the office, state category of slip desired, and pay a \$200 deposit in order to be considered for slips.

Slips that become available after **March 15th** may be awarded to Non-Members. Slips for Non-Members will be awarded first to returning extended family and then by lottery when more than one returning Extended Family has filed for a slip of the same category, then by lottery to Extended Family and then to returning Sponsored Guests and then by lottery when more than one returning Sponsored Guest has filed for a slip of the same category and finally by lottery to Sponsored Guests.

3. The \$200 deposit shall be deducted from the slip lease fee when the slip is properly acquired. Those withdrawing their names for the Non-Member list will be refunded \$100.

## **MARINA AND STORAGE RULES**

1. Slip rentals will be in accordance with the annual Boat Docking and Storage Agreements and at the fee set forth above and are not transferable. Boat slips will be annually assigned, or reassigned if necessary, by the Marina Committee subject to the waiting lists, and to an assignment to a slip appropriate for the size of the boat.
2. No boat may be assigned a slip in the Marina if it is determined by the Marina Committee that its size is such that it would create hazardous navigation for other boats in the Marina.
3. Assignees have no ownership rights to the assigned slips. Any improvements made by the assignee to the slip or walkways, with the prior approval of the Marina Committee, will become a permanent part of the slip and accrue to the CCC when the assignee leaves the slip.
4. It is the responsibility of the Marina Committee with the assistance of Club office staff, to maintain the waiting lists, and to make assignments.
5. The Marina Committee has the express right to move any trailers, boats any items stored in CCC storage lot or spoils area. Proper notification efforts are made to the owner but in the case of an emergency will be made without notification.
6. One Dock Storage Box is permitted if it meets the following specifications:
  - i. Color – White
  - ii. Material – Fiberglass
  - iii. Size – 44 inches long by 26 inches wide by 28 inches high
  - iv. Security – lockable. Bolted to the top of bulkhead as close to center of slip as possible without covering slip number.
  - v. Storage of any type that emits an odor is not permitted.
7. Members in good standing and boating guests of such Members may moor in open slips assigned by Club office staff, at the fee of \$30.00 per night, payable in advance, limited to seven days. There will be no charge for the first night. Included is electricity (30 AMP) and water hook-up. Fees not paid by the Member's guest will be billed to the Member.

8. In the event of storm, hurricane, ice, or other Acts of God, the owner is solely responsible to take all emergency measures possible to safely secure his/her boat. The Marina does not assume responsibility for protection and/or damage to owner's boat. Slip holders must evacuate the Marina under tropical storm and hurricane conditions.
9. The owner, and guests for whom he/she is responsible, will conduct themselves so as not to create an annoyance, hazard, or nuisance to the Marina, storage area, boat ramp, or any other boat. This includes good housekeeping and sanitation practices, and prompt removal of paints and brushes, cleaning materials and garbage.
10. Outside contractors hired to work on boats must report to the Club office prior to operating on Marina and storage yard premises and must have on file with the office a certificate of liability insurance coverage.
11. Swimming, crabbing, diving, and fishing are not permitted from moored boats, jetties, slips or any other location in the Marina.
12. Personal charcoal barbeques or other open fires are not allowed on boats or docks within the Marina. Barbeques installed by the Club may be used.
13. Young children must be accompanied by adults at all times. All children under the age of seven years must wear U.S. Coast Guard approved life jacket (i.e. Type I, II, III or V) while boat is docked in the Marina area or being operated in the Marina.
14. Electrical devices, except bilge pumps, de-icers, battery charges and refrigeration will not be allowed to run unattended at any time.
15. Marina gasoline is available to all Cove Creek Club boaters at the price marked on the pump. The gas pump is normally locked and unattended. Please call ahead when the office is open (410-643-4868) if the key to the gas pump is needed when the clubhouse is closed. Boaters are responsible for filling in the notebook stored in the Clubhouse with gas usage and dollar amount of gasoline purchased.
16. All boats not in the water, and/or trailers, trucks, pick-up, RV's, etc. where immediate use is not planned, will be parked inside private garages on the Member's lot or in the club storage areas.
17. Boats, trailers, pick-ups, RV's, etc. within the storage yards must be identified by a lot number sticker, which will be issued by the Cove Creek staff. Any boat, trailer, pick-up, RV, etc. not identified by this sticker may be removed by Cove Creek management. It is the owner's responsibility to register the boat, trailer, pick-up, RV, etc. with the Cove Creek management, execute a Storage Agreement, and receive and affix the sticker in a highly visible place before placing said vehicles in the storage areas.

18. No sewage discharge of any kind, treated or untreated is allowed, except into the pump out station.
19. No loud radios, stereos, CD players, cassette players, TV's or loudspeakers are allowed.
20. Boats being rinsed (no use of caustic soaps or chemicals to be used) upon exiting the boat ramp must be on the down slope of the boat ramp only. Washing of boats and trailers will not be permitted in any other area, except for the boat storage area, near the tennis courts.
21. Copies of the boat's title, registration, and certificate of insurance must be filed with the club office.
22. The Chairperson of the Marina Committee is determined to be the Dock Master. The Dock Master shall have the responsibility and obligation for enforcing the Marina and Storage Rules which can include revocation of slip use and/or removal from storage yards. Such revocation of slip use can only be effective after an affirmative vote of the Marina Committee.

**THE COVE CREEK CLUB  
BOAT DOCKING AND STORAGE AGREEMENT  
JANUARY 01 THRU DECEMBER 31, 2017**

**Check Appropriate:** Slip Only\_\_\_\_ Winter Slip\_\_\_\_  
Slip and Storage\_\_\_\_ Storage Only\_\_\_\_  
Member\_\_\_\_ Non-Residing Family\_\_\_\_ Sponsored Guest\_\_\_\_  
Ramp only\_\_\_\_ Ramp & Storage\_\_\_\_

**Remember to include copies of boat title, registration and insurance.**

Committee will not process and assign a slip without all documentation.

MEMBERS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**Below for sponsored slips**

BOAT OWNER'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_ Cell phone: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**BOAT INFORMATION**

BOAT NAME \_\_\_\_\_

MAKE/MODEL: \_\_\_\_\_ TYPE: \_\_\_\_\_

LENGTH \_\_\_\_\_ BEAM SIZE: \_\_\_\_\_

CIRCLE ONE: Inboard, Outboard, Inboard/Outboard

COLOR OF HULL \_\_\_\_\_

COLOR OF MARKINGS \_\_\_\_\_

CURRENT REGISTRATION/DOCUMENTATION #: \_\_\_\_\_

**ITEMS STORED IN STORAGE YARDS (OTHER THAN BOAT NAMED ABOVE)**

DESCRIPTION \_\_\_\_\_

LICENSE NO. \_\_\_\_\_

**STORAGE YARD USAGE**

WILL YOU RENT A SPACE IN THE STORAGE YARD THIS YEAR? YES \_\_\_\_\_ NO \_\_\_\_\_

IF YES, WHICH STORAGE YARD? MAIN STORAGE YARD \_\_\_\_\_

SPOILS STORAGE YARD \_\_\_\_\_

For those leasing slips:

WILL YOU STORE A BOAT TRAILER IN THE STORAGE YARD WHILE YOUR BOAT IS IN THE MARINA? \_\_\_\_\_

WILL YOUR BOAT BE STORED IN THE STORAGE YARD OVER THE WINTER? \_\_\_\_\_

IF YES, ON A TRAILER OR ON BLOCKS? \_\_\_\_\_



**NOTE:** ALL ITEMS IN THE STORAGE YARDS MUST DISPLAY THE PROPER MEMBER LOT # IDENTIFIER IN 3" LETTERS.

- 1) The acceptance of this permit upon the foregoing terms and conditions is hereby expressly acknowledged, as well as the current marina/storage rules and policies. By signing this agreement, the owner has acknowledged that he/she has read and understands the marina rules, policies and fees.
- 2) When the contract is signed, insurance papers received, and stated fees are paid by the Member, the holder of this permit may tie up one boat at a slip that is designated by THE COVE CREEK CLUB. Only the designated slip may be utilized. For slips and storage, the owner, holder of this permit, whose name is signed below, agrees that if (s)he utilizes the location or operates his/her boat within the water adjacent to the marina, within the channel leading from the marina to the Bay, and the storage yards he does so at his own risk, and THE COVE CREEK CLUB is not responsible for fire, theft, damage to, or loss of such boat or any article left therein and that only permission to tie up the boat is granted hereby. THE COVE CREEK CLUB reserves the rights to withdraw this boat permit for any reason by giving ten (10) days written notice. This agreement is subject to all rules and regulations of THE COVE CREEK CLUB. The boat owner releases THE COVE CREEK CLUB from any and all claims and demands for loss or injury.
- 3) The boats stated above must be insured with boaters insurance with at least the minimum liability coverage of \$300,000. The owner will be responsible for any damage caused by his/her boat to other boats in the Marina, or storage yard, to the Marina facilities or equipment and to any other property in the marina or storage yards.
- 4) Copies of the boat's title, registration, and certificate of insurance must be filed with the club office with this agreement. No slip will be assigned without these documents being filed. No boat will be put in the water without a completed, signed contract.
- 5) For the purposes of this agreement, the term "Owner" shall include the actual registered owner of the Vessel, members of their family, guest, outside labor, or other persons using the Vessel. "Owner" as herein defined shall be deemed the legal equivalent of "owner" as set forth in the Maryland mechanic's liens statutes.

Owner hereby agrees to indemnify and save harmless THE COVE CREEK CLUB, its agents, servants, employees, independent contractors, tenants and other actual or apparent representative from and against any and all claims, suits or damages arising out of the use, maintenance, operation, storage or relocation of the Vessel by the Owner or Owner's agents, servants, employees, independent contractors, tenants, or other actual or apparent representatives thereof, and the Owner hereby assumes full responsibility for such damage, claim or suit, unless caused by the gross negligence or willful misconduct of the Club.

**Sponsoring Member DO NOT Sponsor someone who will not follow the CCC marina rules.**

SIGNATURE OF OWNER \_\_\_\_\_ DATE \_\_\_\_\_

If owner is a Non-Member of the Club, signature of sponsoring Member below:

SIGNATURE OF SPONSORING MEMBER

\_\_\_\_\_ DATE \_\_\_\_\_

(Slip assignment will be completed by the office with approval from the Marina Committee)

DOCK SLIP ASSIGNED # \_\_\_\_\_ DOCKING FEE \$ \_\_\_\_\_  
STORAGE ASSIGNED: Main \_\_\_\_\_ Secondary \_\_\_\_\_

# THE COVE CREEK CLUB INC

Policies





**THE COVE CREEK CLUB, INC.**

**POLICY RESOLUTION No. 1**

**DUE PROCESS RESOLUTION**

**WHEREAS**, Article 4, Section 4.2 of the Bylaws of The Cove Creek Club, Inc. ("the Association") grants the Board of Directors ("the Board") the powers and duties necessary for the administration of the affairs of the Association; and

**WHEREAS**, Article 4, Section 4.2 (a) of the Bylaws grants the Board the authority to enforce the covenants, conditions, restrictions, uses, limitations, obligations and all other provisions set forth in the Declaration of Covenants ("Declaration") and the Bylaws; and

**WHEREAS**, Article 4, Section 4.2(b) of the Bylaws authorizes the Board to establish, make and enforce compliance with the designations, rules, conditions, restrictions, limitations and all other provisions necessary for the orderly operation, use and maintenance of the Community and the personal conduct of all Members and their guests; and

**WHEREAS**, Article 4, Section 4.2(r) of the Bylaws empowers the Board to suspend the enjoyment rights of any Member for any period during which any assessment or other funds due to the Association are delinquent, and for such other reasonable period as it considers appropriate for any infraction of its published rules and regulations; and

**WHEREAS**, for the benefit and protection of the Association and of the individual members, the Board deems it necessary and desirable to supplement the existing enforcement provisions set forth in the Declaration, Bylaws and Rules and Regulations ("Governing Documents") and to establish procedures which, by this Resolution, shall include the levying of fines, governing alleged violations of the provisions of the Governing Documents;

**NOW, THEREFORE, IT IS HEREBY RESOLVED THAT** pursuant to the above referenced provisions, the Board adopts the following procedures for the enforcement of the Governing Documents and for the imposition of fines and sanctions for violations of those Governing Documents.

1. **Initial Notice.** In the event the Board of Directors determines that there is probable cause that any provision of the Declaration, the Bylaws, Articles of Incorporation or the rules and regulations of the Association is being or has been violated, written demand to cease and desist the violation shall be sent to the Owner, and if applicable, tenants, residents or guests therein. The notice shall include the specific nature of the alleged violation, the action required to abate the violation, and shall state a time period of not less than ten (10) days during which the violation may be abated without further sanction if the violation is a continuing one. If the violation is not continuing, the written demand will state that any further violation of the same rule or regulation may result in the imposition of sanction after notice and a hearing, if requested.

2. **Hearing.** If the violation continues past the period allowed in the initial demand for abatement without penalty or if the same rule or provision is subsequently violated, the Board of Directors may levy sanctions against the Owner, including but not limited to, revocation of Owner's access to community facilities after determining there is probable cause that a violation of the Governing Documents exists. In the event the Board of Directors determines that such probable cause exists, it shall provide written notice to the defaulting Owner specifying the nature of the alleged violation, the proposed sanction to be imposed, and of the opportunity for a hearing before the Board of Directors upon written request made within ten (10) days of the sending of the written notice. In the event that a hearing is requested and held, proof of notice of the hearing shall be placed in the Board of Directors meeting minutes. At the hearing, which shall be held within fifteen (15) days of the written request, each party shall be given an opportunity to be heard and to present all claims and/or defenses and witnesses that the alleged Owner or the Board of Directors wish to produce. Any party at the hearing may be represented by counsel.

3. **Fines.** After a duly conducted hearing, or if no hearing is timely requested, the Board of Directors, shall determine whether there is sufficient evidence of a violation(s). If the Board of Directors determines that there is sufficient evidence of a violation(s) in addition to other sanctions including but not limited to revocation of Owner's access to community facilities, it may levy a fine in an amount which takes into account each violation to date, the time period of the violation(s), any damage(s) to the community or members of the community.

4. **Collection of Fine.** Any fines levied shall be placed on the Owner's assessment account and be subject to collection action in the same manner and under the same terms as any other Assessment in accordance with Article IV of the Declaration.

5. **Other Enforcement Action.** Nothing in this Resolution shall prohibit or otherwise limit the Association's right to pursue other enforcement/legal actions available to it to correct or abate any violation of the Declaration, By-Laws, Articles of Incorporation, or rules and regulations. In addition, the Board of Directors is authorized to institute legal action by filing a petition or complaint to obtain specific enforcement and to collect the fine assessed by the Board plus the costs of litigation against any person or persons determined to be in violation.

RESOLUTION ACTION SHEET

Resolution Number: 1  
Resolution Title: One Process Resolution  
Date of Adoption: August 19, 2014

The above-referenced Resolution was adopted by the Board of Directors as of the date set forth.

Signatures:

Vote: (Y/N)

Charles R. Hark  
Director

Y

[Signature]  
Director

Y

Mark A. McElroy  
Director

Y

[Signature]  
Director

Y

[Signature]  
Director

Y

ATTEST:

[Signature]  
Secretary

8/19/2014  
Date