



**TURKEY POINT PROPERTY OWNERS ASSOCIATION, INC.
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

First Amendment and Restatement

WHEREAS, Waterfront Estates, Inc, in Deed dated April 7, 1941, recorded in the land records of Anne Arundel County Maryland in Book 39667, Pages 334-340, set forth and enumerated twenty-one (21) "Restrictions on Big Island, Turkey Point"; and,

WHEREAS, Restriction # 6 of said "Restrictions on Big Island, Turkey Point" was deemed an unlawful restriction and was correctly modified and approved on May 16, 2023 by the County Attorney of Anne Arundel County, Maryland; and,

WHEREAS, Waterfront Estates, Inc, in Deed dated December 21, 1979, recorded in the land records of Anne Arundel County in Book 3277, pages 74-78, granted to Turkey Point Property Owners Association, Inc, title to certain property in common, and governance of the privately owned properties, then recorded on "Plat of Turkey Point" among the Plat Records of Anne Arundel County in Plat Book 17, Folio 47; and further granted to Turkey Point Property Owners Association, Inc, all rights, privileges, and advantages contained in said "Restrictions on Big Island, Turkey Point"; and,

WHEREAS, the said "Restrictions on Big Island, Turkey Point", less the unlawful restriction #6, have remained in binding effect since April 7, 1941 without amendment, therefore being largely outdated or obsolete;

Now and therefore the Board of Directors and the Owner Members of Turkey Point Property Owners Association, Inc agree to amend and restate in entirety the "Restrictions on Big Island, Turkey Point", hereafter restated as the first amendment, to be known as TURKEY POINT PROPERTY OWNERS ASSOCIATION, INC DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, contained in the following pages 2-13, in the following pages 2-13.

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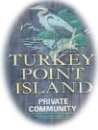
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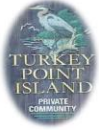
**TURKEY POINT PROPERTY OWNERS ASSOCIATION, INC.
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

Preamble: The Owners of the real property located on Parcel 39, Tax District 01 and specified on the Plat of Turkey Point among the Plat Records of Anne Arundel County in Plat Book 17, Folio 47, and commonly known as "Turkey Point Island" and referred to herein as The Development, are subject to, and agree to, the covenants, conditions, and restrictions herein declared. This Declaration serves to ensure and protect the single-family, long-term residential nature, the value of property, enjoyment and quality of life of all Owners and residents, and to protect the natural beauty, wildlife habitat and environment of The Development. This Declaration is contractual, runs with the real property and is binding on all parties, their heirs, successors and assigns, having any right, title, or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

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TURKEY POINT PROPERTY OWNERS ASSOCIATION, INC. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE I: DEFINITIONS

Section 1. *"The Association"* shall mean and refer to Turkey Point Property Owners Association, Inc. and its successors and assigns.

Section 2. *"Common Area(s)"* shall mean and refer to all real property which is owned or leased by The Association and/or held in common by the Owners, and maintained by The Association. Also included in the definition of "Common Area(s)" for purposes of maintenance obligations of The Association, are any and all buildings, structures, signs, furnishings, lighting or other appurtenance commonly owned by The Association.

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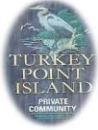
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TURKEY POINT PROPERTY OWNERS ASSOCIATION, INC. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Section 3. "Detached, Single-Family Home" shall mean a free-standing residential building designed to be used as a single-dwelling unit, with no shared walls, and its own land.

Section 4. "Lot" shall mean and refer to any deeded, privately owned plot of land, whether or not built upon or improved, within The Development, and duly recorded in State and County land records as a Lot.

Section 5. "Owner" shall mean and refer to the recorded Owner, whether one or more persons or entities, of a fee simple title to a Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Owner's Guest" shall mean any person or persons invited by an Owner or Owner's authorized representative to visit the residence of the Owner for a specified ~~timeframe~~ ~~timeframe~~.

~~However, nonresidents not accompanied by an Owner or an Owner's representative and claiming to have an open-ended invitation to use Common Area(s) are not considered bona fide guests. Business invitees, including contractors, and customers, and short-term renters, are not guests who may use the Common Areas.~~

~~Nonresidents not accompanied by an Owner or an Owner's representative and claiming to have an open-ended invitation to use Common Area(s) are not considered bonified guests. Business invitees, including contractors, customers, and short-term renters, are not guests who may use the Common Areas.~~

ARTICLE II: TURKEY POINT PROPERTY OWNERS ASSOCIATION, INC.

Section 1. Association: The Turkey Point Property Owners Association, Inc. (TPPOA), referred to herein as The Association, the recorded sole successor to Waterfront Estates, Inc. (original developer of Turkey Point Island), shall operate and be managed in accordance with the provisions of this Declaration and By-Laws of The Association, and the laws of the State of Maryland, as the same may be amended from time to time.

Section 2. Association Membership: All Owners of all Lots shall automatically be members of The Association. Membership in The Association shall be appurtenant to and shall not be separated from ownership of a Lot.

Section 3. Powers: The Association shall have all of the powers and duties of a homeowners association, as provided in the laws of the State of Maryland and the By-Laws of The Association, including, but not limited to:

- (a) administering and enforcing the covenants, restrictions, easements, conditions, uses, limitations and obligations, and all other provisions set forth in this Declaration or any duly enacted amendment thereto.
- (b) imposing reasonable sanctions including loss of the right to vote, loss of use of common areas, remedial assessments, and fines when necessary for failure to abide by notices of infractions to these Covenants, Conditions and Restrictions, following due process in accordance with Article XI of this Declaration.
- (c) establishing rules, guidelines, regulations and/or procedures pertaining to any and all aspects of the management of The Association in accordance with this Declaration and/or

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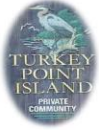
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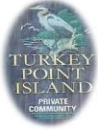


TURKEY POINT PROPERTY OWNERS ASSOCIATION, INC.
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

the By-Laws of The Association. ~~Publication of, and changes made to such rules, guidelines or regulations will be made available to the members within fifteen (15) days of approval by the Board of Directors.~~ The Association shall notify the members via community email of any proposed rule or rule change 30 days in advance, for member review and comment prior to adoption.

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**TURKEY POINT PROPERTY OWNERS ASSOCIATION, INC.
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

(d) preparing a budget for The Association annually. The budget shall be proposed in December. The community will have 30 days to review and comment on the budget before it is officially adopted.

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- (e) preparing and maintaining accurate books and records of receipt, expenditures, assets, and liabilities of The Association, and of the obligations of each Owner thereto. The books and records shall be open for inspection by any Owner or any representative of an Owner
- (e) ___ duly authorized in writing, at any reasonable time or times during normal business hours.
- (f) entering into contracts and incurring such costs and expenses as may be required to enforce the terms of this Declaration or any duly enacted amendment thereto, or as may be necessary to keep in good order, condition, and repair all of the Common Areas and all items
- (f) ___ of common personal property acquired by or on behalf of The Association.
- (g) levying and collecting assessments to be used in the operation of The Association, maintaining the Common Areas and performing similar functions typically undertaken by
- (g) ___ home owners associations in general.

Section 4. Owners' Addresses: Upon acquiring a Lot, the Owner(s) of the Lot shall immediately inform The Association of their name(s) and of one postal address, if different from the address of their Lot, to which notices from The Association should be sent. The Owner(s) shall be responsible for informing The Association of any change of address. All notices sent to the last address on record for an Owner shall be deemed adequately given.

ARTICLE III: USE OF COMMON AREAS

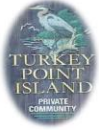
Section 1. Owners' Rights to Enjoy the Common Areas: Every owner in good standing, in accordance with Article IV, Section 6 of this Declaration, shall have the right to access and enjoy the Common Areas which shall be appurtenant to and shall pass with the title to every lot.

Section 2. Delegation of Use: Owners may delegate, subject to the By-Laws and restrictions and regulations established herein, the right of access and enjoyment of the Common Areas and facilities, to the members of their family, their long-term tenants who reside on the property, or Owners' Guests.

Section 3. Title to Common Areas: The Association shall retain title to all Common Areas.

Section 4. Transfer or Dedication of Any Part or All of the Common Areas: The Association has the right to dedicate or transfer any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument approved by at least 60% of the voting members, including proxies, has been recorded at a special meeting called for that purpose, provided notice of the proposed action is sent to every Member at least 30 days in advance of the special meeting.

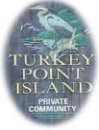




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Annual Operating Assessments shall be levied equally upon Owners at each address within The

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TURKEY POINT PROPERTY OWNERS ASSOCIATION, INC. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Development, except owners of vacant lots will be levied no more than one Annual Operating Assessment per year, and Owners of multiple residences will be levied one Annual Operating Assessment per residence owned. The Annual Operating Assessment may include, without limitation, the estimated cost of (a) administering, servicing, conserving, managing, maintaining, repairing or replacing the Common Areas and any improvements located thereon; (b) premiums for insurance coverage as deemed desirable or necessary for The Association; (c) all expenses incurred by The Association in administering and managing The Association; and (d) all other expenses incurred by The Association in any other activities undertaken for the common benefit of all Owners. The Association budget shall include an amount to maintain the reserve fund at an appropriate level as determined by the Board of Directors.

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(b) Remedial Assessments: The Association reserves the right in accordance with Article XI of this Declaration to levy assessments against individual Owners as compensation for The Association's expenses to remedy infractions specified hereafter in the Declaration.

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(c) Special Assessments: In the event of extraordinary, unexpected expenses that may not be sufficiently covered by the Reserve Fund, The Board of Directors may establish additional special fee assessments. Special Assessments may not be assessed without a majority vote by the general membership at a meeting called for that purpose, in accordance with voting rules established in the By-Laws.

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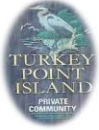
Section 5. Statement of Assessments Due: Any Owner may request, in writing, a statement from The Association as to the status of the assessments due and owing with respect to such Owner's Lot(s). Upon receipt of such request, The Association shall promptly furnish the statement to said Owner. Subject to any bonified proof of payment to the contrary, presented by an Owner, such statement shall be conclusive evidence of payment of any assessments therein stated to have been paid.

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Section 6. Nonpayment of Assessments: Any Owner who has not paid an assessment by 90 days after the due date will: (a) be subject to the enforcement of the Contract Lien against their property, (b) lose good standing as a member of The Association, and thereby be subject to penalty(s) as set forth in The Association By-Laws, such as the loss of voting rights and loss of privileges to use the Common Areas. No Owner subject to an assessment may waive or escape liability for the assessment by the non-use of the Common Areas or abandonment of his or her Lot. The remedies provided herein shall be in addition to any other remedies provided by law. Any and all unpaid Lot Assessments having been accrued prior to the effective date of this Declaration remain the obligation of the Owner(s) in accordance with the lien contract in effect at the time such assessments were levied, and will continue henceforth to accrue until all payments are received.

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TURKEY POINT PROPERTY OWNERS ASSOCIATION, INC.
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE V: ARCHITECTURAL RESTRICTIONS

Section 1. General: Only detached, single-family homes will be allowed to be built on The Development. No duplexes or other attached housing for more than one dwelling shall be erected on any Lot. Any modification to an existing home must conform to the definition of detached, single-family home. Construction of any new building or structure of any kind shall not be commenced nor shall any existing building or structure upon any Lot be remodeled or altered unless plans and specifications therefor shall have been submitted to and approved in writing by the Anne Arundel County Department of Inspections and Permits as required by law. Suspected infractions of building permit requirements will be referred to Anne Arundel County Department of Inspections and Permits for adjudication.

Section 2. Perpetual Use Areas: No gate, fence, bridge, pier or other structure may be erected or built on any Common Area or land deeded, or otherwise legally designated, as a perpetual right of use, right of way or other easement applicable to all members of The Association, without the expressed consent of the Board of Directors.

ARTICLE VI: MAINTENANCE STANDARDS

Section 1. Owners' Maintenance Obligations: It shall be the responsibility of each Owner to prevent the development of any unsafe, unclean, unsightly, unkempt conditions of buildings or grounds, or any attractive nuisance, on such Owner's Lot which would tend to significantly decrease the enjoyment of, and/or the value of neighboring residents' properties and diminish the beauty of The Development as a whole. The Association shall have the right, but not the obligation, to make all determinations of maintenance infractions.

Section 2. Dumping of Refuse: No trash, rubbish, garbage, manure, yard waste, or debris of any kind shall be dumped in The Development, including other privately owned Lots, roadsides, walkways, or Common Areas. Any Owner responsible for a violation of this restriction will be required to remove all said dumped material in a timely manner.

Section 3. Improvement of Grounds/Landscaping Guidelines: Landscaping of Owners' Lots will be at the Owners' discretion as long as the obligations contained in Section 1. of this Article are met, and permits from Anne Arundel County Department of Inspections and Permits, if required, have been obtained.

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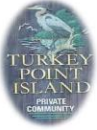
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**TURKEY POINT PROPERTY OWNERS ASSOCIATION, INC.
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ARTICLE VII: OCCUPANCY AND USE

Section 1. General Use and Restrictions: Each Property Owner's right of use of his or her Lot is subject to all laws, ordinances, rules and regulations of the applicable municipal and other governmental authorities. Except as provided in Sections 3 and 4 of this Article, no part of a Lot shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other non-residential purposes.

Section 2. Nuisance Activity: No noxious or offensive trade or activity shall be carried out upon any Lot, nor shall anything be done on any Lot that may be or become an annoyance or nuisance to the neighborhood. Noxious or offensive activity includes, but is not limited to those causing an attractive nuisance, excessive noise, vibration, glare, fumes, odors or electrical or electronic ~~interference~~ interference. Nuisance shall be defined as the same in Section 14-125.1 of the Maryland Code. Any Owner who is impacted by another Owner's use of their property by a nuisance as defined under 14-125.1 shall submit a written complaint to the Board describing the alleged nuisance with such detail as to describe to the Board how the Board may take action on behalf of the Owner(s) to remediate the nuisance.

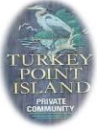
Section 3. No-Impact Home- Based Business: Pursuant to the Maryland Homeowners Association Act, MD Code, Real Prop. Art., §11B-111.1, as amended, "no-impact home- based businesses" are permitted in The Development, subject to the following requirements:

- ~~(a) Owners shall notify The Association Board of Directors before opening a no-impact home-based business.~~
- (a) home-based business.
- (b) A "no-impact home-based business" shall have the meaning as provided in Section 11B-111.1 of Md. Ann. Code, Real Prop. Art. Including being consistent with the residential character of the dwelling unit, not detracting from the residential appearance of the unit and not creating a nuisance.
- (c) Customers and business invitees shall not be considered Owners' Guests and shall not be ~~permitted use of the Common Areas,~~ be permitted use of the Common Areas.

Section 4. No structure of a temporary character or outbuilding, e.g., trailer, recreational vehicle, boat, tent, or shed, at any time shall be used as a residence, ~~either temporarily or permanently.~~

ARTICLE VIII: RESTRICTIONS ON ANIMALS

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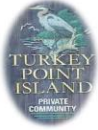


TURKEY POINT PROPERTY OWNERS ASSOCIATION, INC. **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

Section 1. General: No livestock of any kind shall ever be kept in The Development, including sheep, goats, horses, cattle, pigs. Chickens (hens only) may be kept under strict restrictions imposed by Anne Arundel County Code Sections § 18-4-104 and § 12-4-709, including lot size, enclosure and licensing requirements. No dangerous animals (the determination as to what is a dangerous animal shall be made by the Animal Control Agency pursuant to Section § 12-4-403 of the Anne Arundel County Code) shall be kept in the Development. A reasonable number of common household pets (dogs, cats, fish, caged birds, etc.) may be kept by the Owner or tenant of any residence provided they are not kept for any commercial purpose. Pets must be attended at all times. Any allowable pet that is kept in a household must be contained to its

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TURKEY POINT PROPERTY OWNERS ASSOCIATION, INC. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Owner's Lot either by constraints of a fence, a leash, or within the residence. All applicable leash and licensing laws in effect in Anne Arundel County shall also apply to this provision. No animal shall be allowed to become a nuisance. Examples of typical nuisance are molesting, biting, disturbing the quiet of others, etc., further enumerated in Sections § 12-4-903, 904 (Animal Control), Anne Arundel County Code.

Section 2. Liability and Indemnification: Each Owner agrees to hold harmless and fully indemnify The Association against all claims, liability, and damages relating to or from any damages caused, directly or indirectly, by a common household pet or unauthorized animal belonging to an Owner or their guest.

ARTICLE IX: PROHIBITED NOISE AND OTHER NUISANCE

Section 1. Quiet Times: In accordance with Anne Arundel County Code (2005, as amended) § 9-1-706, quiet times will be observed between 10:00 PM and 7:00 A.M. daily. During these hours, outdoor use of loud machinery, construction equipment, loud music, loud voices, barking dogs, and other loud noises, which can be heard by neighbors, should be avoided. Furthermore, all noise laws and ordinances of local authorities, in effect or later enacted, shall apply to the Development.

Section 2. Construction Work: Except in an emergency, or when other unusual circumstances exist as determined by the Board of Directors, outside construction work or noisy interior construction work shall be permitted only after 7:00 A.M. and before 9:00 P.M. on weekdays and between 9:00 A.M. and 9:00 P.M. on weekends.

ARTICLE X: RENTAL POLICY

Section 1. General: Owners ("Lessors") have the right to rent or lease their property under the following conditions and limitations, including the Lessor provides the Renter ("Lessee") with a written lease and the lease complies with Section 3. Lessors agree they will also comply with all County and State laws and regulations.

Section 2. Rental of Less than a Whole Lot: ~~The non-residential portion of a Lot, e.g., driveway, swimming pool, Lessors may rent or lease their pier or other structure, other than an entire Lot or Accessory Dwelling Unit within a Lot, may not be leased or rented.~~

~~LOT~~ so long as the Lessor provides the Renter ("Lessee") with a written lease and the lease complies with Article X Section 3. ~~Other~~

Section 3. Lease Conditions: Owners, Lessors are fully responsible for the actions and behavior of their renters or lessees. Owners shall provide copies Lessee(s). Lessors who rent their property are required to have a written lease agreement with their lessee that includes the following:

a. Term of the Lease

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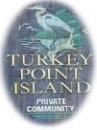
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TURKEY POINT PROPERTY OWNERS ASSOCIATION, INC.
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

b. ~~The terms of this Declaration, By Laws and Common Area Rules to all renters or lessees. Owners shall provide The Association, at the TPPOA Covenants must be incorporated by reference in the lease, the Lessee must be given a written copy, paper or electronic, of the covenants, and the Lessee must agree to abide by the covenants for the term of the lease.~~

c. ~~The lease must prohibit the sub-leasing of the property by the Tenant.~~

Section 4. Notice to the TPPOA. ~~At the start of any rental or lease period, the Lessor shall provide the TPPOA in writing by email (turkeypointisland@gmail.com) the name of head of household tenant(s), and then the Lessee, the contact information of the Lessee, and the term of the lease.~~

~~Voting rights remain with the Owner.~~

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TURKEY POINT PROPERTY OWNERS ASSOCIATION, INC.
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Section 5. Lessor Liability for Loss or Damage.

5.1 Lessors are fully responsible for the actions and behavior of their Lessee(s). If any person brings a claim against the TPPOA for property damage or personal injuries that occurred in or about the Rental Property or TPPOA Common Areas, Lessor shall hold the TPPOA harmless from and defend the TPPOA against any and all such claims, liability, or costs (including court costs and attorney's fees) unless the damages or injuries were solely caused by or due to the negligence, intentional acts or misconduct of Landlord, its agents, servants, or employees.

5.2 Lessor shall reimburse the TPPOA for all expenses and damages, including but not limited to reasonable attorney's fees, suffered by the TPPOA by reason any breach, violation, or nonperformance by Lessor's Lessee of any the TPPOA covenants, or from any other cause due to the carelessness, negligence, or improper conduct of Lessee or Lessee's family members, contractors, employees, visitors, or agents.

5.3 Lessor shall reimburse any TPPOA Owner for all expenses and damages caused by a Lessee to a TPPOA Owner's property or suffered by a TPPOA Owner by reason any breach, violation, or nonperformance by Lessor's Lessee of any the TPPOA covenants, or from any other cause due to the carelessness, negligence, or improper conduct of Lessee or Lessee's family members, contractors, employees, visitors, or agents.

5.4 Lessor shall obtain and maintain the statutorily required minimum amount of liability insurance for negligent acts and omissions pursuant. This liability insurance shall be for combined property damage and bodily injury to or death of one or more persons in any one accident or occurrence.
[Ref AACo regulation]

Section 6. TPPOA, Infractions, Notice, Cure Lessee Violation of Covenants and Owner's Obligation to Remedy, and Right to Withdraw Approval of Future Rental.

The TPPOA Board reserves the right to prohibit any Owner from renting their property for more than two violations of these Covenants. Upon a violation of the Covenants by the Owner or by the Owner's Lessee, the Board shall notify the Owner in writing no more than 30 days after the Board has been made aware of the infraction or breach violation. The Owner has seven (7) days to cure or resolve the infraction. Upon the notice of the second infraction, the Board reserves the right to consider the infractions and decide whether or not to withdraw the right of the Owner to rent his or her property. See sanction process Article XI Section 1.

Section 7. Reserved for Short Term Rental Policy

ARTICLE XI: ENFORCEMENT OF VIOLATIONS OF COVENANTS, CONDITIONS, RESTRICTIONS

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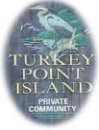
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TURKEY POINT PROPERTY OWNERS ASSOCIATION, INC. **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

Section 1. Sanction Process: In the event of a violation or breach of any covenant, condition or restriction contained in this Declaration warranting corrective action, The Association shall give written notice to the Owner setting forth in reasonable detail the nature of the violation, the specific action(s) needed to be taken to remedy the violation, and a reasonable period not less than thirty (30) days within which to take the remedial action. If the Owner fails to take reasonable steps to remedy the violation within the timeframe allowed after written notice, The Association may initiate the due-process sanction procedures delineated in § 11B-111.10, (B), (3) – (6) and (C), of The Maryland Homeowners Association Act, to include the right to a hearing by a panel of the Board of Directors.

Section 2. Access to Property and Right of Abatement: In conjunction with the sanction process described in Section 1 of this Article, The Association reserves the right, after an Owner's failure to remedy a violation as set forth in this Declaration, to enter or direct an agent to enter the grounds, at all reasonable times, upon any Lot as to which a condition to be remedied exists, and to take actions to abate, extinguish, remove, or repair conditions specified in the notice to the Owner, at the Owner's expense to be levied as a Remedial Assessment, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of Section 1 of this Article.

Section 3. No Waiver: The failure of The Association, or the Owner of any Lot, its respective legal representatives, heirs, successors, or assigns, to enforce any restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

ARTICLE XII: INSURANCE

Section 1. Common Area Hazard and Liability Insurance: The Board of Directors of The Association shall keep all insurable improvements and fixtures located on the Common Areas insured against liability, loss or damage. The Association may also insure any other property, whether real or personal, owned by The Association, against liability, loss or damage and such other hazards as The Association may deem desirable, with The Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Areas shall be written in the name of, and the proceeds thereof shall be payable to, The Association. Insurance proceeds shall be used by The Association for the repair or replacement of the property for which the insurance was carried. In the event of damage to or destruction of any part of the Common Areas, The Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property, The Association may require a Special Assessment against all Lot

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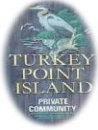
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TURKEY POINT PROPERTY OWNERS ASSOCIATION, INC. **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds.

Section 2. Fidelity Coverage: The Board of Directors shall maintain fidelity insurance for designated officers of The Association.

Section 3. Insurance Premiums: The total annual premiums for all insurance carried by The Association will be considered operating expenses and will be included in the Annual Assessments levied by The Association.

ARTICLE XIII: OTHER

Section 1. Amendments: This Declaration may be amended by The Association's Board of Directors with the approval by a general membership vote in accordance with the By-Laws. Amendments to be effective must be recorded in Anne Arundel County by a document showing the amendment made, together with a certification by two officers of The Association attesting that the amendment received the required approval of the Owners.

Section 2. Severability: Invalidation of any covenant, condition or restriction contained in this Declaration by judgment or court order shall in no way affect any of the remaining provisions, which shall remain in full force and effect.

Section 3. Compliance: None of the covenants, restrictions, or easements created or imposed by this Declaration shall be construed as permitting any action prohibited by applicable zoning laws, or by the laws, rules, or regulations of any governmental body. In the event of any conflict between such laws, rules, or regulations and the covenants, restrictions, and easements created or imposed by this Declaration, the most restrictive provision shall govern and control.

Section 4. Notices: All notices required under this Declaration will be deemed to have been delivered upon delivery in person, by mail or by email. Notices to The Association shall be sent via:

Postal Mail: Turkey Point Property Owners Association

P.O. Box 56

Mayo, MD 21106

Email: turkeypointisland@gmail.com

Email: turkeypointisland@gmail.com

Section 5. Indemnification and Exculpation: Contracts or other commitments made by The Association Board of Directors shall be made as an agent for the Owners, and Board members shall have no personal responsibility on any such contract or commitment, except as Owners. Pursuant thereto, every member of the Board shall be indemnified by the owners against all reasonable costs, expenses, and liabilities, including legal fees, actually and necessarily incurred by or imposed upon them in connection with any claim, action, suit, proceeding, investigation or inquiry of whatever nature in which they may be involved as a party or otherwise by reason of their having been a member of the Board, whether or not they continue to be a member of the Board at the time of incurring or imposition of such costs, expenses, or liabilities, except in

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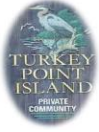
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TURKEY POINT PROPERTY OWNERS ASSOCIATION, INC. **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

relation to matters as to which they shall finally be adjudged in such action, suit, proceeding, investigation, or inquiry, to be liable for willful misconduct, gross negligence, or malfeasance toward the owners in the performance of their duties, or in the absence of such final adjudication, any determination of such liability by the opinion of legal counsel selected by the Board. The foregoing right of indemnification shall be in addition to and not in limitation of all right to which such persons may be entitled as a matter of law and shall inure to the benefit of the legal representatives of such person. No member of the Board shall be liable for acts or default of any other member or employee, or for any loss sustained by the Owners as the result thereof, unless the same has resulted from their own willful misconduct or gross negligence.

Section 6. By-Laws: These covenants and restrictions are intended to be compatible with and construed with regard to the By-Laws of The Association. In case of a conflict between this Declaration and the By-Laws, the Declaration will control.

Section 7. Effective Date: This Declaration of Covenants, Conditions and Restrictions becomes effective upon certification of the affirmative vote of the members of The Association in accordance with the By-Laws.

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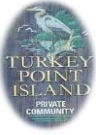
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TURKEY POINT PROPERTY OWNERS ASSOCIATION, INC.
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

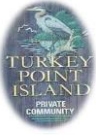
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TURKEY POINT PROPERTY OWNERS ASSOCIATION, INC.
-DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

We the undersigned, officers of the Board of Directors, Turkey Point Property Owners Association, Inc, on this _____ day of _____, 2024, certify this First Amendment and Restatement was duly approved by the affirmative vote of _____% of eligible Voting Members in compliance with the voting rules set forth in the Maryland Home Owners Association Act, §11B-116.

PRESIDENT, TPPOA

SECRETARY, TPPOA

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