

# MONTEGO BAY CIVIC ASSOCIATION, INC.

## DECLARATION OF RESTRICTIONS OF THE MONTEGO BAY RESIDENTIAL COMMUNITY

*EFFECTIVE APRIL 16, 2016*

This is to certify that the Declaration of Restrictions of the Montego Bay Residential Community, by the affirmative written vote of a majority of members of the Montego Bay Civic Association, Inc., who are record owners of lots in Montego Bay Residential Community, and which Declaration is to be recorded among the Land Records of Worcester County, Maryland, in Liber No. FWH 252, folio 264, *et seq.*, replaces in its entirety any previous Declaration filed on behalf of the Montego Bay Civic Association, Inc., as follows.

1. **TERMS:** These restrictions shall affect and run with the land and shall be binding on all owners and all persons claiming under them until April 12, 2024, after which time they shall be extended automatically for successive periods of ten years each. However, these restrictions in whole or in part may be amended, rewritten, or have resolutions attached (and such changes recorded and registered) at any time when at least 50% of the association owners return a ballot and the majority of responses (51%) approve the amendment, revision or resolution.
2. **EXCLUSIVE RESIDENTIAL (NON-COMMERCIAL) USE:**
  - a. All numbered fee-simple lots shall be used solely for the maintenance and occupancy of private single-family residential HUD-approved homes (including mobile homes) or homes as defined and regulated by the Town of Ocean City. Montego Bay is a residential community and the Association and its amenities are for the benefit of owners-of-record and their family and guests and are not or public access or for non-owners.
  - b. No noxious or offensive trade or activity shall be carried out on any lot or upon the common areas or any other part of the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the community.
  - c. Only no-impact-home-based-businesses defined and authorized by the Maryland Homeowners Association Act, and licensed and regulated by the Town of Ocean City ordinances, are permissible. For the purpose of this Declaration, a home-based business is secondary to the use of the dwelling for residential purposes and the dwelling shall be the primary full-time residence of the homeowner. In addition, no home-based business shall have any on-site employees or commissioned sales staff or be open to the public similar to a public commercial business selling or providing merchandise, services, or commodities.
  - d. As a fee-simple ownership community, the MBCA will not be a party to any property or encroachment dispute or accommodation reached between owners.

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SUSAN R. BRANECKI  
CLK. CT. CT.  
WOR. CN

FILED

After recording, return to: Ayres, Jenkins, Gordy & Almand, P.A.  
6200 Coastal Highway, Suite 200, Ocean City, MD 21842

3. APPROVAL OF HOMES:

- a. Homes not built on site shall be less than 10 years old to be placed on any lot. All homes must adhere to the Town of Ocean City published code for Mobile Home Residential Districts. The Board of Directors has the authority to enforce the written code or if the City grants an exception, to follow suit.
- b. All plans for homes, and other structures (before being placed on the lot) must be reviewed for consistency with existing community standards of appearance, value, and the general aesthetics of the community as well as the effect on the use, enjoyment, and value of the community. For purpose of this Declaration, the baseline for community standards and aesthetics are those that legally exist as of the date of this Declaration. Adding anything unique to the community standard, even if allowed under the Town of Ocean City code, must receive written approval by the Board of Directors.
- c. Routine periodic maintenance or restoration of existing previously approved structures do not require MBCA review and approval of City issued permits. Alteration or relocation of previously approved structures requires MBCA review and approval of City issued permits.
- d. All dwellings must be certified for occupancy. Any home condemned by the Town of Ocean City (or is otherwise uninhabitable) must receive a certificate of occupancy within six months of being condemned or removed from the lot within one year of the condemnation notice.

4. GENERAL REQUIREMENTS AND GUIDELINES:

- a. **Contact Information:** Upon taking ownership, the owner or their representative shall provide to MBCA their name, primary mailing address, e-mail address, and telephone number. Failure to provide primary contact information releases the Association from any liability to provide notice to the owner as required in the Declaration, Bylaws, or other applicable laws.
- b. **Property Condition:** Every structure, including bulkhead and dock, and every lot shall be in a neat, well-maintained and attractive condition. Maintenance must be in a manner and with such frequency as is consistent with good property management and the Community-wide standard.
- c. **Obstructions:** No structure, landscape, or other material shall obstruct sight-lines for vehicular traffic, obscure the lamppost 360-degrees of light, interfere with sidewalk access, or damage or interfere with any easement for the installation or maintenance of lampposts, utilities, swimming pool, or pond support systems. Neither shall they unreasonably change, obstruct, or retard the direction or flow of any drainage channels.
- d. **Outdoor Drying:** Outdoor drying of laundry should not be visible from the street side of the property, whenever possible. No front yards will be used for hanging laundry.
- e. **Pets:** Owners must strictly conform to all laws and ordinances regarding pets; such as pets must be registered, licensed, and inoculated. To ensure the common areas and recreational areas are safe for members, guests, and their pets; pets reported to Animal Control (in any jurisdiction) for aggressive or vicious behavior or is the subject of a legal proceeding must be muzzled when on common property of the Association. No pet shall be kept unattended outside for an extended period. Owners shall clean up after their pets especially after their pets foul another owner's property or the common areas of the Association.
- f. **Storage:** No lot (that is not actively undergoing external construction) shall be used as a storage area, whether such items are under cover or not. Whenever possible, store items out of public view in a shed.

**g. Vehicles:**

1. All vehicles (typical common land and water conveyances and further defined in writing by the Board) parked on any lot shall have current registration, license plates, must be in operable condition, and mobile as designed.
2. No vehicle shall be parked across the front of the lot except on the designated parking pad.
3. Boats that are operable and registered can remain on the lot on blocks, if necessary, from Labor Day through Memorial Day. Boats (operable and registered) on an operable, currently registered, and tagged trailer can remain on a lot throughout the year.
4. Except for bona fide emergencies, no repairs or extraordinary maintenance (or restoration) on the owner's property shall be performed.

**h. Signs:** The type, size, placement, and duration of "for sale," "for rent," "construction" or other signs shall be on such terms and conditions as set forth in writing by the MBCA Board of Directors. No signs for at-home-businesses are allowed on any lot unless specifically defined and approved in writing by the Board.

**i. Leasing and Renting:**

1. Owners who rent out their properties must adhere to the Town of Ocean City code and pay any resulting enforcement or compliance costs that may be required of the Association as a result.
2. All leases shall contain provisions advising the tenant of his/her obligation to comply with all provisions of the Declaration, the Bylaws, and the rules and regulations of the Association. A violation by a tenant shall result in the owner being considered no longer in good standing (for all properties owned) until the violation(s) have been corrected and any fees paid.

**j. Owner Liability:** The owner(s) of property, whether a leased or rented dwelling unit, shall be liable to the Association to pay any claim for injury or damage to persons or property caused by any action or omission including, without limitation, the negligence of owners, guests, or tenant(s).

**5. ANNUAL ASSESSMENT:**

- a. Each lot owner shall pay the MBCA an annual assessment (also referred to as annual dues or annual fee) in an amount determined by the Board of Directors and published in the Annual Operating Budget.
  1. Said assessments shall be used by the MBCA as necessary or desirable for the administration, management, maintenance, and operation of the MBCA.
  2. The assessment may not increase more than 10% in any one year unless that increase is approved by written vote greater than 50% of the general membership in good standing.
- b. The Board of Directors will determine the annual assessment due date, which must be before the start of the fiscal year.
  1. If any assessment is not paid within 30 days from the due date, a ten percent (10%) late charge shall be added to said assessment.
  2. If the assessment and late charge are not paid within 60 days from the assessment due date, the total amount due shall accrue interest at the rate of 18% per annum.
- c. Upon request, the MBCA shall furnish to the lot owner of record a single certificate on the status of assessments and related charges for their property. The MBCA may impose a reasonable charge for the issuance of additional certificates. If signed by the proper

officer of the MBCA, such certificates shall be conclusive evidence of the status of any assessments and related charges stated thereon.

6. VIOLATION REMEDIES:

- a. Any violation of these restrictive covenants shall subject the owner to fines, including late fees, imposed by the Board and/or court action, and to reimburse the Association for reasonable legal fees and costs incurred by the Association to enforce these restrictive covenants.
- b. If the fine, fees, late charges, corrective costs, or assessment are not paid within 60 days from the due date, the Association shall be entitled to refer the delinquent account to the MBCA attorney for collection, file suit for a money judgment, proceed under the Maryland Contract Lien Act, or take any other action permitted by law against the delinquent lot owner.
  1. Should the Association prevail, said lot owner shall be obligated to pay all costs of collection, including reasonable attorney's fees and litigation costs, incurred by the Association.
  2. The obligation to pay attorney's fees and costs of collection shall commence upon referral of the delinquent account to MBCA attorney.

7. PROPERTY RIGHTS AND EASEMENTS:

- a. The MBCA reserves for itself an easement and rights-of-way, and other easements as designated on the plats of Montego Bay, for purposes of maintaining, inspecting, replacing, or repairing: (1) underground electrical lines and above ground sensors associated with the MBCA lamp posts, (2) piping and electrical systems associated with the MBCA pond, (3) piping, electrical, and other support systems for the swimming pools, amenities, facilities, and, (4) as may become necessary. If, during reasonable access a violation of the Declaration of Restrictions is observed on the property or neighboring properties, action may be taken as outlined in this Declaration.
- b. The MBCA shall not convey any riparian or littoral rights with respect to any property owned by the Association without the written vote of greater than 50% of the entire membership in good standing of the MBCA.

8. OWNERSHIP, USE, AND ENJOYMENT OF COMMON AREAS, WATERWAYS, AND RECREATIONAL FACILITIES:

- a. The MBCA hereby reserves all right, title, and interest in and to all common areas and facilities. Neither the execution nor recording of any such plat nor any other act of the MBCA is intended to be or shall be construed as a dedication to the public of any of said areas and amenities or as relinquishment of control of the property to any individual or property owner.
- b. The use and enjoyment of the pools, recreational buildings, recreational facilities, and other common areas and facilities shall be on such terms and conditions as set forth in writing by the MBCA Board of Directors.

9. DECLARATION OF RESTRICTIONS BINDING ON ALL OWNERS:

- a. The owners of all numbered lots in Montego Bay, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, shall accept such deed or contract upon and subject to each and every one of the restrictions set forth herein. And by such acceptance shall for himself, his heirs, personal representatives, successors, and

assigns, covenant, consent and agree with MBCA and the owners of lots within Montego Bay to keep, observe, comply with, and perform said restrictions and agreements.

- b. The owners of all numbered lots in Montego Bay hereby assume any risks or hazards of ownership or occupancy that accompany such lot, including but not limited to its proximity to roadways, swimming pools, and waterways.

10. ADDITIONAL REMEDIES: The MBCA or any lot owner in Montego Bay may proceed at law or in equity against any person violating any of the restrictions herein contained, and any person found violating these restrictions shall be liable for reasonable attorney's fees and litigation costs associated with such legal action. The MBCA shall not be liable for damages of any kind, including attorney's fees or litigation expenses, to any party for failure to enforce, abide by, or carry out any of the restrictions contained herein. No delay or failure on the part of any aggrieved party to enforce any available remedy with respect to a violation to these restrictions shall be held to be a waiver by that party or act as an estoppel of the party to assert any right available to him upon the continuation or reoccurrence of the violation.

11. INVALIDITY OF COVENANTS: The declared invalidity of any one or more of the restrictions herein contained, whether in whole or in part, shall not affect the validity of the others, including any parts thereof.

AS WITNESS the hand and seal of Montego Bay Civic Association, Inc., by its proper officer.

ATTEST BY: MONTEGO BAY CIVIC ASSOCIATION, INC.

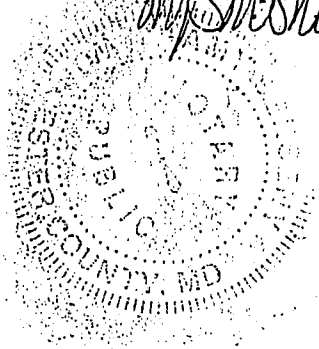
*Linda L. Herzberg*  
Linda L. Herzberg  
Vice-President

*Michael Donnelly*  
Michael Donnelly  
President

LR - Agreement  
Recording Fee 20.00  
Name: Montego Bay  
residential  
Ref:  
LR - Agreement  
Surcharge 40.00  
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SubTotal: 60.00  
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Total: 60.00  
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Worcester  
County/CC01.04.01 -  
Register 01

*[Handwritten Signature]*

AMY SENSENY  
Notary Public  
Worcester County  
Maryland  
My Commission Expires February 12, 2019



JAN 05 2017 The foregoing instrument  
filed for record and is accordingly recorded  
among the land records of Worcester County,  
Maryland.

*Sharon Proctor*  
Clerk