



RULES AND REGULATIONS

Adopted by the
Queen's Landing Board of Directors Effective
new date

Deleted: July 21, 2020

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SECTION 1. OVERVIEW

1.1. Welcome to Queen’s Landing

You own or rent a home in the finest residential condominium community on Kent Island. Queen’s Landing is a unique waterfront community with amenities that provide an extremely pleasant lifestyle for all who live here. With the low resident density per acre and endless waterfront, you will find Queen’s Landing a spacious and relaxing retreat to call home and enjoy the simple pleasures of life. It is important that all Unit owners and tenants read and understand their rights and responsibilities as presented in this document.

As with any Homeowners’ Association, this document defines the rules and policies which all residents must follow in order to ensure the general welfare and safety of the community. These rules and policies were written with the “reasonable person standard” as a guide, where each person has a duty to behave as a reasonable person would under the same or similar circumstance of varying situations. In accordance with the Queen’s Landing Council of Unit Owners, Inc. By-Laws (**By-Laws**), the failure to enforce a provision of these rules does not constitute a waiver of the right to do so.

The Queen’s Landing Council of Unit Owners (**QLCOUO** or **The Association**) administers the Condominium through an elected Board of Directors, which in turn employs a professional managing agent (**Association Manager**). The Offices of the QLCOUO, the Board, and the representative of the Association Manager are located at the Clubhouse first floor.

The public website, www.queenslanding.org, houses public marketing materials as well as resources for the community. To conduct Association business, owners click the link on that website to take them to the password protected Association Manager portal at www.tidewaterproperty.com.

Commented [QL1]: This is new information in the welcome section.

1.2. Definitions

The terms **Common Element** and **Limited Common Element** are used extensively in the Queen’s Landing Rules and Regulations. Below is a general explanation of Common Element and Limited Common Element as it applies to Unit Owners and the Association.

Common Elements - consist of all the areas of the Condominium except the individual Units and the associated Limited Common Element. A Common Element is any area in the community to which all Unit owners/tenants have access. Examples include, but are not limited to: pool, clubhouse, walking path. The boat docks/piers are not Common Elements. The QLCOUO is normally responsible for the maintenance of all Common Elements. Consult the Queen’s Landing By-Laws, Exhibit B, for specific details of Common Element maintenance responsibilities.

Commented [QL2]: In this section we have added two new definitions: **Unit** and **Architectural Change Request**. The language on **Changes to the Common/Limited Common Elements** has been moved to (§) 2.2.

Limited Common Elements – consist of the area immediately surrounding the individual Units and are described on the Plats and Plans of the community. The amount of Limited Common area associated with each Unit varies throughout the community. The Plats are available in the clubhouse office. Examples of Limited Common Elements include, but are not limited to, patios, decks, and outside stairwells. Access to and use of Limited Common Elements is normally restricted to the Unit owner/tenant. The QLCOUO is normally responsible for the maintenance of the Limited Common Elements. Consult the Queen’s Landing By-Laws, Exhibit B, for specific details of maintenance responsibilities.

Unit – consists of the interior three-dimensional space identified on the condominium plat and shall include all equipment and improvements contained within the space.

Commented [QL3]: This is drawn from the definition found in the Bylaws.

Architectural Change Request (ACR) -- All requests for changes or additions to Common or Limited Common Elements and selected changes to the Units themselves must be made in writing via the ACR form. See Section 2.2. for detail. Changes which require an ACR include:

Commented [QL4]: This definition is a summary of the full information found in (§) 2.2.

- **Architectural changes,**
- **Landscape changes,**
- **Exterior HVAC unit changes, and**
- **Satellite dish changes.**

1.3. Complaints and Violations (Dispute Settlement Mechanism)

In an effort to document complaints and possible covenant violations, Unit owners are asked to provide the Association Manager with the following written information (tenant complaints must be submitted by the Unit Owner):

- Your name and Unit address
- Your email address (if applicable) and home phone number
- Date(s) and time(s) of the alleged violation(s)
- Unit address where the alleged violation(s) occurred
- Background circumstances of the alleged violation(s)
- Your concerns and recommended action
- A statement concerning your willingness to appear for a formal Board hearing

This information should be submitted via the Queen’s Landing owners’ portal through www.queenslanding.org. Once at the website, please click the link at the top right to access the owners’ Association Manager portal. You may also submit the information in person at the Association Manager’s Office located in the Clubhouse or through an email to the Association Manager at office@queenslanding.org.

Once a written complaint/violation is received by the Association Manager, the validity must be evaluated by the Covenants Committee, and as necessary the Board of Directors. If the complaint/alleged violation is found valid, the following sequence as directed in Section 11-113 of the Maryland Condominium Act will begin:

Dispute settlement mechanism - § 11-113. Maryland Condominium Act 10/1/2022

(a) **Application of section.** — Unless the declaration or bylaws state otherwise, the dispute settlement mechanism provided by this section is applicable to complaints or demands formally arising on or after October 1, 2022.

(b) **Procedure**

- (1) Procedure prior to imposition of sanction for rule violation. — The council of unit owners or board of directors may not impose a fine, suspend voting, or infringe upon any other rights of a unit owner or other occupant for violations of rules until the procedures in this subsection are followed.
- (2) A written demand to cease and desist from an alleged violation shall be provided to the alleged violator specifying:
 - (i) The alleged violation;
 - (ii) The action required to abate the violation; and
 - (iii) A time period, not less than 15 days, during which the violation may be abated without further sanction, if the violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of sanction after notice and opportunity for hearing if the violation is not continuing.
- (3) Within 12 months of the demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is violated subsequently, the board shall provide the alleged violator, at the alleged violator’s address of record, with a written notice of the alleged violator’s right to request a hearing to be held by the board in executive session containing:
 - (i) The nature of the alleged violation;
 - (ii) The procedures for requesting a hearing, at which the alleged violator may produce any statement, evidence, or witness on behalf of the alleged violator;
 - (iii) The period of time for requesting a hearing, which may not be less than 10 days from the giving of the notice; and
 - (iv) The proposed sanction to be imposed.
- (4) If the alleged violator requests a hearing
 - (i) If the alleged violator requests a hearing within the period of time specified in the notice provided under paragraph (3) of this subsection, the Board shall provide the alleged violator with written notice of the time and place of the hearing, which time may not be less than 10 days after the date the request or a hearing was provided.
 - (ii) At the hearing

Commented [QL5]: This language is pulled from the 2022 MCA.

- (1) At the hearing, the alleged violator has the right to present evidence and present and cross-examine witnesses.
- (2) The hearing shall be held in executive session pursuant to this notice and shall afford the alleged violator a reasonable opportunity to be heard.
- (3) Prior to the taking effect
 - A. Prior to the taking effect of any sanction hereunder, proof of notice shall be entered in the minutes of the meeting.
 - B. The proof of notice shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of providing the notice, is entered in the minutes by the officer or director who provided the notice.
 - C. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting.
- (4) The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.
- (5) If the alleged violator does not request a hearing within the period of time specified in the notice provided under paragraph (3) of this subsection, the Board, at the next meeting, shall deliberate as to whether the violation occurred and decided whether a sanction is appropriate for the violation.
- (6) A decision in accordance with these procedures shall be appealable to the courts of Maryland.

(c) ***If any unit owner fails to comply***

- (1) If any unit owner fails to comply with this title, the declaration, or bylaws, or a decision rendered in accordance with this section, the unit owner may be sued for damages caused by the failure or for injunctive relief, or both, by the council of unit owners or by any other unit owner.
- (2) The prevailing party in any proceeding under this subsection is entitled to an award for counsel fees as determined by court.

(d) ***Effect of failure to enforce provisions.*** — The failure of the council of unit owners to enforce a provision of this title, the declaration, or bylaws on any occasion is not a waiver of the right to enforce the provision on any other occasion.

SECTION 2. BUILDINGS AND GROUNDS

2.1. Unit Maintenance Requirements and Recommendations

Pursuant to the By-Laws, each Unit Owner shall keep the Unit and its equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the Unit.

As directed by the Board, by a date specified, homeowners will be required to show proof of inspection and service by a licensed vendor/contractor for the following:

Fire prevention:

- a) Fire extinguisher – All Units must have at least one working fire extinguisher.
- b) Hard-wired smoke detectors must be in working order and the Unit Owner shall replace the batteries for the battery backup system at least once each year. Landlords shall notify and ensure that their tenants comply with this Section
- c) Dryer vents – Annual inspection and cleaning.
- d) Fireplaces and Chimneys (wood burning and propane) – Annual inspection and cleaning. Alternatively, the unit owner may provide proof that the fireplace and chimney have been disabled by a licensed vendor.
- e) Fire suppression systems – Unit owners must engage a full inspection by a licensed inspection company in 2024, and every 10 years thereafter.

Water damage prevention:

- f) Hot Water Heaters – Any hot water heater that has reached the maximum age of 10 years must be replaced in 2024. Any hot water heater reaching 10 years of age must be replaced prior to reaching 11 years. Tankless hot water heaters must be replaced at 20 years. All replacement hot water heaters must be installed by licensed plumber and must have a functional drain pan. Proof of installation showing date of installation, the equipment year, model and type (tank or tankless) must be submitted to the Association Office.
- g) Plumbing inspection – Unit Owners will be required to have a plumbing inspection and maintenance completed during every odd year, beginning in 2023. The inspection must include testing shut-off valves, cleaning all visible supply and drainage piping, and checking for wear or leaks all valves and connections for toilets, tubs and showers, lavatory sinks, kitchen sinks, dishwashers, icemakers, clothes washers, and the domestic hot water heater.
- h) HVAC system inspection and service – HVAC must receive an annual spring service, between the months of March through May, to include condensate line inspection and clearing. It is recommended that the system also be inspected and serviced in the fall, September through November.

All inspection reports must be submitted to the Association Office in order to be attached to the Unit file.

Commented [QL6]: New Section quoting language from Bylaws.

Commented [QL7]: New section to pull together in one place unit maintenance requirements and recommendations.

Commented [QL8]: Replaces:
•Annual inspection and cleaning of dryer vents,
•Annual inspection and service of HVAC units,
•Annual inspection and flushing of water heaters,
•Annual inspection and service for fire suppression sprinkler systems (for Units containing the same), and
•Annual inspection and cleaning of chimneys (for Units containing the same).

2.1.1. Winter Protection

- (a) Water pressure to outside hose bibs must be shut off, hoses disconnected and drained by residents no later than November 1 of each year and remain shut off until March 31. Landlords shall notify and ensure that their tenants comply with this Section. The Unit owner or his/her tenant responsible for damaging the Unit or neighboring Units, Limited Common Elements and/or Common Elements will be responsible for the damage in accordance with the Queen's Landing governing documents and the Maryland Condominium Act.
- (b) All Unit owners and their tenants are responsible for leaving their thermostats set to a minimum of 55 degrees Fahrenheit from November 1 to March 31 if the Units are not occupied in order to prevent pipes from freezing and bursting. If the Unit owner is going to be absent for more than 30 days, the Unit owner must drain the water pipes and shut off the water line with the exception of the sprinkler system. The breaker for the hot water heater should be turned off.

2.1.2. Unit Insurance Recommendation

Legislation enacted during the 2020 session of the Maryland General Assembly increases the amount for which an individual unit owner is responsible where the cause of damage to any portion of the condominium originates in their unit. If damage originates in an individual unit, the owner is responsible for the insurance deductible under the condominium's master policy, up to a maximum cap of \$10,000.

Accordingly, the Board strongly encourages homeowners to purchase an HO6 condominium insurance policy which will cover losses to any of your personal property and any structure you own. This policy also covers damages to any fixtures or upgrades that have been added above original, builder grade product. A complete review of this insurance can be found on the Association Manager portal at Association Information/Property Insurance.

2.2. Interior/Exterior Changes - Architectural Change Request (ACR)

All requests for changes or additions to Common or Limited Common Elements and selected changes to the Units themselves must be made in writing via the Architectural Change Request process. Changes which require an ACR include:

- **Architectural changes,**
- **Landscape changes,**
- **Exterior HVAC unit changes, and**
- **Satellite dish changes.**

Commented [QL9]: 2020 RULES (§) 2.1.

This Section has been rearranged to list in one place all the proposed changes which require an ACR.

2.2.1. ACR Process

ACR request forms, and application guidance and attachments, are available online at the Queen's Landing website at www.queenslanding.org or at the Association Manager's Office located in the Clubhouse.

- (a) The homeowner making the request must be in good standing, meaning all assessments and fees must be current before any ACR will be considered.
- (b) Any request to alter the physical structure of the building will require that the Unit owner submit detailed specifications and drawings from your contractor, along with the ACR form. This includes
 - i. any structural changes, improvements or alterations within a Unit which cut through existing walls, support studs or floor joists, and
 - ii. any changes, improvements or alterations made to Common Elements or Limited Common Elements.
- (c) The Covenants Committee reviews all requests, and the homeowner will be notified in a timely fashion of the outcome of this analysis. Additionally, the request may be referred to the Maintenance Committee or Landscaping Subcommittee, as appropriate. A reply to the request will be sent no later than 45 days from the date of the submission.
- (d) Should the Covenants Committee deny a request, the owner has 30 days from receipt of the denial letter to submit in writing a request for a hearing before the Board. See Appendix A for full detail of the appeal process.
- (e) A Unit owner shall not begin any work until written approval is received.
- (f) In addition to obtaining an ACR before making any structural changes, improvements or alterations which cut through existing walls, support studs or floor joists, the Unit owner is responsible for obtaining all county building permits and inspections.
- (g) In most cases, you the Unit owner, will be responsible for all costs and future maintenance of the changed or added element. Failure to maintain changed or added elements could result in their removal by the Association at the owner's expense.
- (h) When selling a Unit with a changed and/or added element, the seller must notify the buyer of the maintenance responsibility in writing, and confirmation of this notification must be sent to the Association Manager. Failure to supply this notification to the buyer does not negate the buyer's responsibility to maintain the added/changed element.
- (i) Interior painting, wallpapering, carpet replacement, decorating, or other non-structural changes within a Unit do not require an ACR or Board approval.
- (j) The contractor doing work for a Unit owner shall register with the Association Manager's Office located in the Clubhouse before starting work. The contractor must 1) provide proof of liability and workers' compensation insurance, as well as insurance bond in certain

circumstances, 2) submit a current applicable State of Maryland license, and 3) agree to all the provisions of the ACR including work hours and debris removal.

- (k) The rules and regulations in this Section do not cover all aspects of maintenance. The By-Laws, including Exhibit B thereto, govern.

2.2.2. Limited Common Element Changes

Commented [QL10]: 2020 RULES (§) 2.1.1

The Board of Directors has the authority to grant and approve ACR proposals from Unit Owners who wish to build on the Limited Common Elements, as defined by the Condominium's Declaration, By-Laws, and Plats.

In general, changes should be consistent with the architectural theme and visual harmony of the Condominium, should not interfere with or obstruct the enjoyment or comfort of other Unit owners, and should not impede access by utility or maintenance workers.

Notwithstanding the foregoing, Unit Owners are prohibited from building or improving upon existing Common Element roofs, except that the integration of a patio enclosure roof, skylight, or attic fan may be permitted with the express written approval by the Board of Directors through the ACR process.

2.2.3. Landscape Enhancements

Commented [QL11]: 2020 RULES (§) 2.11

Landscaping in and around Queen's Landing is one of the community's most valuable assets and is designed to promote consistent visual quality throughout the community. The grasses, trees and plants are all carefully selected and maintained for the enjoyment of all residents by a professional landscape company.

The QLCOUO is responsible for the landscape in the front and sides of all buildings, including Adriatic side entrances. The QLCOUO has established the following landscape guidelines as a means of systemizing and controlling a healthy and harmonious landscape with the goal of maintaining and enhancing property values.

No improvements, alterations, repairs, additions, plantings or grading which in any way alters the Common and Limited Common Elements of any building is allowed without an approved ACR. The Landscape ACR will be reviewed by the Landscape Committee, then approved by the Covenants Committee, before any landscape enhancement may be initiated. All requirements detailed in Section 2.2.1. apply.

Guidelines

Commented [QL12]: 2020 RULES (§) 2.11.1 - rearranged to allow for descriptive subheadings

The QLCOUO through the Landscape Committee will consider approving landscape enhancements to Limited Common Elements as long as the proposed enhancements comply with the following guidelines:

Introduction

- (a) Mulch is supplied and laid down by the landscaping company under the existing contract and must remain untouched.
- (b) The post-restoration stone barrier that surrounds the base of the stucco/EIFS areas must remain untouched.
- (c) Edging is used to maintain a neat appearance. Dark brown metal edging is the preferred standard. Samples are available in the Office.
- (d) An ACR must be submitted in order to erect any temporary structures including temporary party tents in Common Element. Dates must be coordinated with the management office.
- (e) Bird or other wildlife feeders are not permitted on the Limited Common Elements or on the Common Elements.

Homeowner Plantings

- (f) Owners may have flowering potted plants on their entry porches as long as plants do not interfere with entry access.
- (g) Planting annuals on Limited Common Element does not require an ACR but the plantings must be maintained by the owner.
- (h) Containers for plantings are permitted on the rear patio. All upper level decks must have a water tray under the pot to prevent runoff and to protect deck surfaces.
- (i) Potted plants shall be confined to Limited Common Elements, shall be no more than 22" in diameter, must be properly maintained, must not obstruct or interfere with neighboring Units, entryways, or landscapers' work, and must be cleaned up no later than December 1st. The number of potted plants permitted depends on the size of the plant and area in question but shall not exceed such that the area appears cluttered. All upper level decks must have a water tray under the pot to prevent runoff and to protect deck surfaces.
- (j) Plantings either in-ground or in pots that are vine-like and that might attach to any part of the building are not permitted.
- (k) Plantings are not permitted around the base of the lamp posts.
- (l) Bushes and tree limbs may not touch any surface of the building or other structures.
- (m) Grasses that are 4' high and over are discouraged as they grow larger than the dimensions originally intended by the landscape architects.

- (n) Ground planting of fruit or vegetable plants in the rear Limited Common Element is prohibited.
- (o) Patio/shrub areas placed on the Limited Common Element must be approved through an ACR and maintained by the Unit owner.
- (p) When planting shrubs, those cannot exceed the Limited Common Element from the existing structure as depicted on the building plat (Limited Common Element boundaries are available on the Queen's Landing website or by contacting the Association Manager). Refer to the Approved Shrub List also on the Queen's Landing website. Enclosed or open patios are considered "existing structure".
- (q) No artificial flowers or grasses are permitted anywhere in the landscape
- (r) Patio/shrub areas that are not approved or maintained, or that do not meet approved criteria, may be removed by the Association at the owner's expense, following the Dispute Settlement Mechanism 1.3 of the Queen's Landing Rules and Regulations.

Homeowner Décor

- (s) Yard art cannot obstruct the landscapers' ability to perform their work or obstruct a neighbor's view. Yard art should feature a nautical, natural, seasonal, or water theme.
- (t) Only small garden flags (12" x 18", on a stand no higher than 36") or the official American flag and Maryland state flag (regardless of size) are permitted in front and side Limited Common Element gardens as long as the size and location does not interfere with a neighbor's view and access. Flags are not permitted around the base of the lamp posts.
- (u) Decorations, birdhouses and hammocks may not be hung from trees or on lamp posts.
- (v) Outdoor furniture may be placed on front porches and on patios and balconies, but not in the front or side Limited Common Element garden beds or grass areas.
- (w) Hot tubs and saunas are not permitted on the Limited Common Elements.
- (x) Landscape lighting is not permitted. Solar lighting may be permitted by request under certain circumstances if safety is a concern for Units with long walkways where lamp post lights are insufficient. Lighting under these circumstances must be approved in advance and lights must conform with recommended products in the book of examples located in the Office or the Portal.
- (y) Enhancements shall not obstruct the view of other Unit owners and must be placed away from the base of the building as specified in the *Post-Restoration Planting Guidelines* which can be found on the Queen's Landing website or by contacting the Association Manager.

Winter Preparation

- (z) Perennials, annuals, grasses and weeds need to be cut back no later than December first. Pots should be cleaned out and put away by December first.

In Conclusion

- (aa) Failure to maintain any enhancement as prescribed herein will cause the enhancement to be removed by the Association at the Unit owner’s expense following the Dispute Settlement Mechanism 1.3 of the Queen’s Landing Rules and Regulations unless the Association opts to maintain the enhancement.
- (bb) The Landscaping Company and QLCOOU do not assume any financial responsibility for damage to or for the loss of items placed on the Limited Common Elements. Items placed on the Limited Common Elements are at the owner’s risk.

2.2.4. TV Dish and Antennas

Satellite dishes, antennas, and other devices for the reception of over-the-air video programming services which do not exceed thirty-nine (39) inches (one meter) in diameter may be installed provided the following rules are met. Improperly installed devices are subject to removal at the owners’ expense.

- (a) A request for approval from the Covenants Committee is required via an ACR prior to installing any reception device(s).
- (b) All requirements detailed in Section 2.2.1. apply.
- (c) Devices may be installed on the outside of the Unit and on Limited Common Elements (See building plats on file at the Clubhouse Office for area designation of Limited Common Elements). It is recommended that Unit owners locate such devices as inconspicuously as possible so as not to detract from the building appearance. Ground mounted devices shall be hidden from view, to the extent possible, by use of landscaping. **Devices may not be mounted in locations that require the penetration of the stucco or EIFS siding.**
- (d) Mounting the device on the back side of the roof of the building is required. Where possible, any new wiring for satellite TV access shall be attached to an existing satellite dish, rather than adding a new dish. In the event that a satellite signal cannot be accessed on the backside of the roof, the contractor must contact the Association Manager for a resolution and may not install a satellite dish on the front of a Unit without authorization from Queen’s Landing.
- (e) The Association Manager of Queen’s Landing shall be notified of the appointment time for said installation or hookup and be given the opportunity to inspect as work is being planned and done by the installer.
- (f) Devices will not be installed so as to obstruct or interfere with the viewing pleasure of other Unit owners.
- (g) All wiring or peripheral equipment shall be concealed and firmly secured. Where exposed, painted to match that part of the building to which it is attached.
- (h) Tenants may install a device if he/she receives prior written approval from the Unit owner. An ACR submitted by the owner is required before installation.

Commented [QL13]: 2020 RULES (§) 2.10

- (i) The Unit owner is responsible for repairs and any damages to other Units and/or Common Elements resulting from the installation or use of such devices.
- (j) Any existing dish must be removed prior to sale closing or transfer of a Unit.
- (k) The Unit owner is responsible for the removal of such devices, wiring and other peripheral equipment and shall restore the area to its original condition unless the buyer plans to utilize the same provider.
- (l) Each Unit is entitled to one satellite dish unless approved by the Covenants Committee and/or the Board pursuant to an ACR.

2.2.5. Exterior HVAC units

Any changes to or replacement of the exterior HVAC unit requires the following:

- (a) A request for approval from the Covenants Committee is required via an ACR prior to installing, changing or replacing the HVAC unit
- (b) All requirements detailed in Section 2.2.1. apply.

2.2.6. Process to Appeal ACR Denial

The Owner who submitted the Architectural Change Request Application for approval may appeal a decision by the Covenants Committee to the Board. Such appeal shall be in writing and submitted to the Board with a copy to the Covenants Committee, within thirty (30) days of the postmark on the letter informing the Owner of the result of the Covenants Committee review. See Appendix A for full detail of the process.

Commented [QL14]: New Section outlining appeal process.

2.3. Peaceful Enjoyment and Community Aesthetics

- (a) Community members share in a covenant of quiet enjoyment and privacy in their homes.
- (b) Quiet Hours are between:
 - 11:00pm and 7:00am, Weekdays, and
 - 11:00pm and 9:00am, Weekends and Holidays.

During “quiet hours” it is against the rules to create noises louder than 55 decibels (dBA). At the 55 dBA, two persons could conduct a normal conversation with a distance of ten feet between them. A complaint must be a two party complaint and must be filed by two or more residents.

- (c) Work hours for interior remodel/construction by owners and their contractors are Monday – Friday, 8:00 am – 6:00 pm, Weekends and Holidays 9:00 am – 5:00 pm. Emergency repairs are exempt from these work hours.
- (d) Holiday decorations shall be placed no earlier than 30 days prior to the holiday and removed no later than 30 days after the holiday.

Commented [QL15]: This is a new section added to incorporate many of the elements included under the prior Miscellaneous section.

- (e) Signs may be displayed for political candidates or to advertise the support or defeat of a question submitted to voters in accordance with the Election Law Article. Such signs may be displayed from 30 days prior to 7 days past the date of the associated election or vote. Such displays are prohibited on the Common Element and may be prohibited with certain provisions of federal, state, and local law.
- (f) No commercial sign shall be erected, posted, or displayed upon the exterior of any Unit or placed in the window or on the door of any Unit or on any vehicle. See Rule 2.11(f) (vehicles).
- (g) Clotheslines must be free standing and cannot block or impede entrance or exit from units, may not be attached to buildings or railings, may not be placed in the grass, common elements or front of buildings. Clotheslines must be stored "out of sight" when not in use.

2.4. Prohibited Penetration of Stucco and Exterior Insulation and Finish Systems (EIFS)

Commented [QL16]: 2020 RULES (§) 2.12

Queens Landing is a premier waterfront community. Our Association Manager and staff take care to protect the buildings from the effects of water and moisture which are common to any waterfront community. Queens Landing maintenance ensures our buildings' water barrier remains intact by building inspection and by reviewing any Architectural Change Request which would require penetration of the exterior cladding of stucco/ EIFS. Because of this, the Board of Directors with recommendation from the Maintenance Committee establishes the following guidelines:

- (a) Penetration of the exterior stucco/EIFS is prohibited without the approval through an ACR.
- (b) Unit owners are responsible for the repair of damage resulting from any unauthorized penetration.

2.4.1. Repair of Unauthorized Stucco/EIFS Penetration

- (a) Unit owners who are in violation of this stucco/EIFS policy will receive a notice when their building is scheduled for repair. Unit owners will prepare their Unit by removing whatever is attached to the wall before the scheduled repair date.
- (b) Punctures that are 1" in diameter or less will be repaired at no charge to the Unit owner.
- (c) Punctures in excess of 1" in diameter or which requires re-stuccoing will be repaired when weather and air temperature is suitable for the repair. The Unit owner will be charged for materials and time for this repair
- (d) Unit owners are not permitted to make repairs on their own unless approval is received on an ACR submission. Obtaining prior approval is mandatory because of the specialized procedure to ensure a successful repair.
- (e) Unit owners who prefer to contract repair at their own expense may do so provided the process is completely documented by a qualified contractor, documentation of same is

submitted with a complete ACR and approval is received prior to the scheduled repair date and work commences.

2.5. Changes to Doors and Windows

Replacement, additions or alterations to doors (including storm and screen doors), windows or skylights require that an ACR form be submitted for approval. A list of the approved styles and colors is available in the Association Manager Office.

- (a) Shades and window coverings must be of neutral color, for example white, off-white or cream colored to the outside and must be maintained in a manner that will not detract from the visual appearance of the community based on a reasonable person's standard.
- (b) No item other than those designed for the express purpose to shade or cover a window or door is permitted. Reflective solar film on Units is prohibited.
- (c) Decorative door glass may be installed but requires that an ACR form be submitted to the Queen's Landing Clubhouse Office for approval.

Commented [QL17]: 2020 RULES (§) 2.2

2.6. Changes to Patios, Porches, Unit Driveways, Decks and Lamp Posts

- (a) Patios, porches, driveways of residential Units and decks must be maintained in a manner that will not detract from the visual appearance of the community.
- (b) All decks and balconies are membrane covered and require drying and cleaning, so covering them interferes with their performance and warranty, and is therefore not permitted. The only exception is Building 41, which has wood decks.
- (c) **Adding** a new patio: Installing poured concrete patios, patio blocks/bricks with concrete grouting, or a wooden deck is prohibited. Allowed materials are: flat stone, sandstone, brick, or blocks/tiles/pavers set in sand. All patio materials must be of a neutral or earth tone color. Patios may not extend beyond the boundary of the Limited Common Element as depicted on the recorded building plat. The Association Manager can provide examples of approved materials. An ACR must be submitted and approved prior to beginning installation. See Section 2.1.
- (d) No articles such as rugs, towels, clothing etc., shall be hung from balcony railings, doors or windows, or placed upon windowsills
- (e) Decorative flags, banners and pennants not covered by Rule 2.2.3 (t) may only be displayed from the rear of the Unit and must be mounted on the rear patio, porch or deck. All such flags, banners and pennants must be tasteful, inoffensive and not block the view of the other residents. There are no restrictions as to the display of the official American flag as long as the size and location does not interfere with a neighbor's view and access, or the ability to mow and maintain the lawn. The physical condition of the flag must conform to United States standards.

Commented [QL18]: 2020 RULES (§) 2.3

Commented [QL19]: This language is moved from the Landscaping section

- (f) All patios, porches, residential Unit driveways and decks shall be kept neat and orderly and not detract from the overall appearance of the community.
- (g) Nothing shall be attached to the lamp posts and light tops, which are all situated on Common Element. See also 2.2.3. Landscape for planting restrictions. Electric power to lamp posts must remain on so that the solar sensors can operate. Light bulbs may not be removed or substituted except by a management authorized maintenance person/licensed electrician. Report nonfunctioning bulbs or other problems by submitting a maintenance request.

2.7. Unit Storage including Watercraft

Commented [QL20]: 2020 RULES (§) 2.4

- (a) Nothing should be stored in the rear of the Unit in a manner that detracts from the visual appearance of the community. Items shall not be stored on main entrance porches.
- (b) Storage bins and/or containers designed for outdoor use that do not detract from the visual appearance of the community may be used on patios, not including main entrance porches, upon approval of an ACR.
- (c) Small boats, dinghies and other water crafts shall be stored on areas provided at the Clubhouse or on other authorized racks. Such craft must be registered with the Office. Kayaks may be stored on patios and back porches, but not in violation of Section 2.7(a) and (b). Items requiring a licensed, wheeled trailer shall not be stored on patios or Limited Common Elements.
- (d) Homeowners wishing to construct individual kayak racks on their rear porch or patio must submit an ACR. Kayak racks may not penetrate the stucco/EIFS surface.

2.8. Use of Flammable Materials, Grills and Fire Pits

Commented [QL21]: 2020 RULES (§) 2.5

- (a) No hibachi, gas-fired grill (including propane tanks), charcoal grill, fire pit or similar devices used for cooking, heating, or other purpose, shall be used or kindled on any balcony except for the use of UL electric grills or similar electrical apparatus.
- (b) No open flame (*e.g.*, decorative torches, grills, etc.) may be used under an overhanging portion of the building structure, or within fifteen (15) feet (QACounty Code 2016), of any building. Patios and porches that have a deck, roof, or open awning above them are considered overhangs.
- (c) When using an open flame, a fire extinguisher shall be accessible.
- (d) Flammable liquids including, but not limited to, propane, gasoline, kerosene, etc., may not be stored in any living space in Queen's Landing. Flammable liquids stored in otherwise appropriate locations may not exceed 2.6 gallons and must be in approved safety cans.

- (e) Propane tanks are not allowed on second floor balconies or decks. Propane tanks are allowed on patios but they are not allowed under a roof or any other overhang (e.g. a second story deck).
- (f) Firewood may be stored outside only if neatly stacked on enclosed rear patios, rear decks, enclosed front patios, or on side entrance porches when referring to the Adriatic end Units. It should be stacked at least two inches away from any exterior walls to discourage termite infestation and reduce fire hazards.
- (g) Wood stacked on the rear patios and decks must not be higher than the top of the patio/deck enclosure.

Commented [QL22]: These two provisions are moved from the now-deleted Miscellaneous section.

2.9. Parking

Eligibility to Park on the Queens Landing Property:

- (a) All residents are required to register all vehicles with the Association Manager office and must display the QL decal on the front windshield.
- (b) Residents may apply for a limited duration Overnight Guest parking pass through the Association Manager office.
- (c) Each Unit owner will be provided with one Contractor hang-tag. Residents would then provide the hang-tag to the contractor to display while parked in the community doing work on the Unit. Residents are responsible for retrieving the Contractor hang-tag at the end of the project.
- (d) Per the Declaration there is no assigned parking in Queen's Landing. Since we do not have sufficient space to ensure parking for two vehicles per Unit, the Association can only urge multi-car families, visitors, and guests to use the overflow parking as available. A map showing these overflow parking areas is posted on the portal.
- (e) Vehicles that are not roadworthy may be towed, however, if the vehicle is registered and the decal displayed, the resident will receive a violation notice.
- (f) Residents with vehicles that are registered but do not display the decal will receive a violation notice. Any issues that can be addressed via the violation process will be addressed as mandated by the 2022 Maryland Condominium Act.
- (g) Vehicles that are not registered or displaying a guest or contractor pass may be tagged for towing which provides five days notice before the towing occurs.

Commented [QL23]: 2020 RULES (§) 2.8.1.

Commented [QL24]: This Section has been rewritten in response to community comments.

Parking Rules:

- (h) No one shall park in such a way as to impede ready access to another parking space or impede or obstruct the egress of another vehicle or the passage of emergency vehicles.
- (i) Vehicle covers shall be neutral in color with the rear license visible.

- (j) Vehicles shall be parked so as not to impede access to the sidewalk.
- (k) Vehicles must remain off the grassy Common and Limited Common Elements.
- (l) Handicapped Parking Access. A written request, to include an appropriate certification from the Department of Motor Vehicles, for a handicapped parking space must be submitted to the Office at the clubhouse. A copy of the current certification must be kept on file in the clubhouse office. All certificates are subject to periodic review.
- (m) Motorcyclists should read Section 2.10(i).

2.10. Vehicles

- (a) Use of unlicensed motorized vehicles of any kind – including skateboards, motorized scooters and rollerblades – is prohibited in all areas of Queen’s Landing.
- (b) Owners, tenants or residents who park in Queen’s Landing must register their vehicles at the clubhouse office and display a Queen’s Landing parking sticker on the vehicle.
- (c) Approved residential vehicles include conventional passenger vehicles, SUV’s, noncommercial pickup trucks, vans (not to include camper or extended vans), and motorcycles. (c) The Association Manager must be notified prior to parking any non-commercial large vehicle in the clubhouse parking lot. This includes trailers, campers, recreational vehicles (RVs), boats and jet skis.
- (d) Trailers, campers, recreational vehicles (RVs), boats, jet skis and other non-commercial large vehicles may only be parked at the clubhouse parking lot not to exceed 48 hours within any one month without prior written permission of the Board. Only residents may park these vehicles in the clubhouse parking lot and they must be unoccupied.
- (e) Commercial vehicles other than delivery, moving, or contractor vehicles, are prohibited to park at Queen’s Landing overnight and are subject to fines and/or towing at Unit owner’s expense.
- (f) Vehicles may not display commercial signage of any type. Vehicles with commercial signage may be towed unless the vehicle or signage is covered by an appropriate cover.
- (g) Vehicles with removable trailer hitches must remove their hitches for overnight parking as a safety issue for persons walking at night.
- (h) With the exception of contractors working on the Property, vehicles may not store ladders or other commercial items on the vehicle while parked in Queen’s Landing.
- (i) Motorcycles must use kickstand boards to avoid damaging the asphalt. Motorcycle garages may only be placed in the overflow parking areas. If the motorcycle garage cannot be placed in a nearby overflow parking area the motorcycle owner may make an application to the Covenants Committee for special dispensation to have a spot designated for motorcycle garage placement within line of sight of the motorcycle owner’s Unit.

Commented [QL25]: 2020 RULES (§) 2.8

Commented [QL26]: This is moved from the Miscellaneous section.

- (j) Vehicles approved to park at Queen’s Landing must be roadworthy, maintained so as not to create a safety or health hazard and display current registration tags and parking sticker. Covered vehicles and motorcycle garages of any kind must have current registration tags visible on the cover so the Covenants Committee does not have to disturb the cover or motorcycle garage during inspections, e.g. a laminated photocopy affixed to the cover.
- (k) Other than emergency services, such as jump starts and tire changes, maintenance/repairs are not allowed in any Common or Limited Common Element which includes designated parking areas. Washing and waxing vehicles are permitted.
- (l) A request in writing for a dumpster, storage pod, or moving van or truck placed on the property must be made to the Association Manager at least 3 days in advance. The request must include the size, location, and length of time the dumpster, pod, or moving van or truck will be on the property. After the dumpster, pod, or moving van or truck has been removed, the Unit owner is responsible for the clean-up and/or repair of the parking lot or other Common or Limited Common Elements. If the Unit owner fails to clean up and/or repair, Queen’s Landing will bill the Unit owner for the clean-up and/or repair.

2.11. Bicycles

Commented [QL27]: 2020 RULES (§) 2.6

- (a) Bicycle storage shall be on rear patios and porches, deck areas or within the Units or where bike racks are provided.
- (b) Adriatic (end Units) and other Units with front patios may store bicycles in the front patio so long as the storage is in compliance with Section 2.7.(a) (should not detract from the visual appearance of the community).
- (c) Riding on the grass is prohibited.
- (d) Children under the age of ten (10) riding bicycles shall be under the supervision of a responsible adult.
- (e) Any bicycle powered by an engine/motor that is more than 50 cc’s must be licensed.
- (f) No bicycles powered by an engine or motor that is unlicensed is permitted on Queen’s Landing property.
- (g) Bicyclists must operate their bicycles in accordance with Title 21, subtitles 5 and 12 of the Maryland Code (e.g., bell or horn required, helmet for anyone under 16 required, and front white light and rear red reflector required when dark).

Commented [QL28]: 2020 RULES (§) 2.7

2.12. Pets – Registration and Management

- (a) Queen’s Landing residents may have orderly domestic pets provided pet owners register their pet(s) with the Office and comply with Queen Anne’s County codes (Title 9, Section 9, QA

Code) and Maryland State ordinances and that such pets are not kept or maintained for commercial purposes.

- (b) The maintenance, keeping, boarding, breeding, and raising of animals, livestock, poultry or reptiles of any kind within any Unit or upon any Element of Queen’s Landing is prohibited.
- (c) Pets are not permitted to run free (unleashed) within the community. Domestic pets shall not cause or create a nuisance, safety or health hazard or unreasonable disturbance.
- (d) An individual who walks a pet is required to have his/her pet leashed and have the pet under direct control at all times. Pet waste must be picked up and properly disposed of (e.g., in the Pet Waste Stations or other appropriate containers). In addition, an adult must directly supervise any child walking or playing with pets when on Common or Limited Common Elements.
- (e) Pet owners are directly responsible for any damage caused by their pet(s) to landscaping or community property.
- (f) Queen’s Landing Unit owners should not feed wildlife that visit and live on our property because of the potential contamination of the grounds from droppings and the danger to the animals.

Deleted: (e.g., lampposts). Pet owners and walkers should prevent pets from relieving themselves on a homeowners’ front lawn or any garden areas, in order to preserve the beautification efforts

Commented [QL30]: 2020 RULES (§) 2.9

2.13. Trash Disposal and Recycling

- (a) Curbside Trash Collection: Trash should be placed at the curb after dusk the night before pick-up in securely tied, heavy-duty plastic bags only (NOT in cans). If trash is placed out any earlier, you are in violation of the Rules and Regulations.
- (b) For weekend and non-pickup days, Unit owners may take sealed trash bags to the bins in the fenced in area at the Maintenance Enclosure location. Place your household trash inside the containers not on the ground. This area is for household trash **only**. The Maintenance Enclosure is accessible to owners and residents with an entry fob, see Section 3.1.
- (c) Trash cans are not permitted outside individual Units.
- (d) Marina trash must be sealed in heavy-duty well-secured trash bags and may be placed in the Maintenance Enclosure trash containers or placed at the resident’s Unit street pick-up points but not at the end of the piers.
- (e) Recycling bins are available at the Maintenance Enclosure area. A list of recyclable items is printed on the recycling bins. Only the identified items may be deposited in the bins. Nothing may be left at the recycling area that does not qualify as recyclable material.
- (f) For Bulk Waste, Queen’s Landing has a maintenance dumpster that is located behind the Maintenance Enclosure gates next to the recycle dumpster. The main purpose of this dumpster

is for maintenance use; however, many times the dumpster is not full. Every Wednesday at close of business, if there is space available in the maintenance dumpster, the gates will be left standing open and will remain open through pick up on Friday morning or until the dumpster is full. When the dumpster gets full, maintenance will close the gates. If the gates are closed, even if not locked, residents cannot use the dumpster for bulk waste. The list of acceptable and prohibited items is posted at the Maintenance Enclosure site.

- (g) Large items not appropriate for the maintenance dumpster, such as sofas, TVs, appliances, mattresses etc. must be taken to one of Queen Anne's County Transfer Stations (dump) by the Unit owner. www.qac.org/556/Transfer-Station
- (h) Any outside contractors retained by Unit owners must be told that they are to remove any debris and may not use the Queens Landing trash or recycling areas at Queen's Landing. Residents who do work at private Units may not use the Queens Landing trash or recycling areas for construction debris. Contractors should refer to www.qac.org/556/Transfer-Station
- (i) No Trespassing signage is now posted at the Maintenance area warning of criminal prosecution and a \$1,000 fine for unauthorized use of the facilities.

2.14. Hobby Drones Prohibited

Commented [QL31]: 2020 RULES (§) 2.14

This Section, in conformance with Maryland state law and FAA regulations, is adopted to better ensure the health, safety and privacy of the Queen's Landing community. Drones may not be launched or land on Queen's Landing Common Elements or Limited Common Elements.

In order to fly over Queen's Landing buildings and grounds, which comprise the Common Elements and Limited Common Elements of the property, non-commercial (hobby) drone operators and their guests must do the following:

- (a) Provide the Association Manager with their name and address and the FAA registration number of any drone weighing between .55lbs and 55lbs which they intend to fly over Queen's Landing buildings and grounds. No drone may weigh over 55lbs. Registrations are good for 3 years and any required renewal must also be provided to the Association Manager.
- (b) Provide proof of insurance to the Association Manager to cover property damage or personal injury claims in the event the drone is involved in an accident and maintain such insurance.
- (c) Agree to indemnify the QLCOUO for any costs, including legal fees for claims arising out of the operation of a drone by a Queen's Landing resident, or their guest, or the Board of Directors on behalf of the QLCOUO, if the operator is found responsible in whole or in part.
- (d) Follow all applicable FAA regulations, and state and county laws which apply to noncommercial drone operations. Some of these regulations and laws include the following: operators must be at least 13 years old and a U.S. citizen or legal resident; must keep the

drone in their line of sight at all times; must fly at 400 feet or below; never fly under the influence of alcohol or drugs; never fly near emergency response efforts such as fires, accidents or floods; never fly near other aircraft or within 5 miles of controlled airports. Drone operators shall conform to endangered wildlife protection requirements at all times.

- (e) Per FAA safety guidelines for recreational drone operators, drones may never fly over any person or groups of people or over any moving vehicle.

SECTION 3. COMMUNITY FACILITIES

The community offers a Pool and Clubhouse with a fitness center, card/game room, racquetball court, and a community social event room with a spectacular view of the Chester River. Residents also enjoy tennis and pickleball courts, a winding and scenic pond called Lake Amletto, a walking path along the river's edge, as well as kayak storage and put-in locations.

Commented [QL32]: Revised section addressing all community amenities including the Clubhouse

3.1. Access to Community Facilities

The Clubhouse, and all community amenities, are for the exclusive use of Queen's Landing Unit owners in good standing with the Association, and their invited guests, or the tenants of those Unit owners. Owners and their tenants may access the Clubhouse, the Maintenance Enclosure (including trash and recycling containers), and selected other gates and courts through the use of a fob or a keypad. Fobs and keypad codes are assigned by the Association Manager in the Clubhouse office.

Commented [QL33]: New section defining the use of the fobs and access codes, and where to get them. Language is drawn from the 2020 RULES.

3.2. Eligibility for Use of Community Facilities

The Community Facilities, including the Clubhouse common area facilities, The Chester Room, The Landing Room, Fitness Studio, Racquetball Court, Pool, Tennis/Pickleball Courts, walking paths and kayak facilities are for the exclusive use of Queen's Landing Unit owners in good standing with the Association, and their invited guests, or the tenants of those Unit owners. See Section 4.4(e) of the Queens Landing Declaration.

Commented [QL34]: 2020 RULES (§) 3.2(c)

All persons using any of the Community Facilities must conduct themselves responsibly at all times. This includes proper care and use of the amenities and equipment, proper personal behavior, and respect for other users.

Commented [QL35]: 2020 RULES (§) 3.2(a)

The Community Facilities and equipment are the property of all Unit owners. Unit owners are encouraged to enforce the rules and to report any violations to the Association Manager or the Board of Directors.

The following Unit owners (and their tenants) are not permitted to use the facilities:

Commented [QL36]: 2020 RULES (§) 3.2(c)

- Unit owners who are not current on all assessments
- Unit owners, or their tenants, with pending unresolved violations
- Unit owners, or their tenants, whose past history indicates a lack of responsibility in caring for the Clubhouse

- For any other reason the Board of Directors determines or justifies refusing to allow access to the Clubhouse and its facilities so long as such refusal is consistent with Maryland Condominium Act, the By-Laws and these Rules and Regulations.

- (a) **Anyone** (Unit Owner or Tenant) that is unable to use the Clubhouse, or its facilities, because they do not meet the aforementioned criteria may not attempt to circumvent this rule by claiming to be an ‘invited guest’ of a Unit owner in good standing .
- (b) **Any** individual(s) who are not permitted to access the Clubhouse, or its facilities, under this Section, or that attempts to use the Clubhouse, or its facilities, outside of authorized operating hours, shall be considered trespassing, and any Unit owner or the Association Manager may report the trespass to the Sheriff’s office.
- (c) **Exception:** Unit Owners otherwise prohibited from using the Clubhouse facilities are permitted to attend official Queen’s Landing Meetings and interact with the Association Manager.

Commented [QL37]: 2020 RULES (§) 3.2(d)

Commented [QL38]: 2020 RULES (§) 3.2(e)

Commented [QL39]: 2020 RULES (§) 3.2(c)

3.3. Clubhouse Amenities

The Clubhouse is open daily from 4:00am until 12:00am unless temporarily changed by Board vote due to significant changes in operating conditions. Access to the Clubhouse, and most of its interior spaces, is via an assigned access fob.

- (a) **The** first floor of the Clubhouse includes the lobby, management offices, restrooms, social room known as The Landing Room, fitness studio and racquetball court.
- (b) The second floor of the Clubhouse consists of The Chester Room, which includes a large meeting/activity area, bar area and kitchen. The Chester Room is used for Association meetings, Association sponsored meetings, community parties and social activities, and can be rented for private functions accommodating up to 125 people (see Section 3.7.). Owners may use the Clubhouse for Association related meetings or Board authorized activities at no charge. The Marina Executive Committee may use The Chester Room at no charge for meetings; however, the Marina Executive Committee must rent The Chester Room for social events

Commented [QL40]: 2020 RULES (§) 3.1.

3.3.1. Rules for Use of Clubhouse

- (a) The Clubhouse, and all community amenities, are for the exclusive use of Unit owners of Queen’s Landing and their invited guests, or the tenants of Unit owners. Eligibility is defined in Section 3.2.

- (b) Loud music and other nuisance noise is not permitted in the Clubhouse and swimming pool area. For events, no live or recorded music is allowed after 11pm in the Clubhouse or on the Clubhouse grounds including pool deck, lawns and gardens, the Point or Clubhouse parking lot. The playing of personal music is allowed only through personal earbuds or headphones.
- (c) THERE IS NO SMOKING IN THE CLUBHOUSE.
- (d) No pets are allowed in the Clubhouse, or on the Clubhouse grounds and decks other than documented service dogs.
- (e) Children under the age of 14 are permitted in the clubhouse and all its facilities under the following conditions:
 - o When accompanied by a Unit owner or tenant 18 years or older.
 - o For such temporary purposes as using the bathroom facility, attending a social event or purchasing a snack.
- (f) Clean up any food or trash and leave the space neat and orderly for the next guest.
- (g) Do not leave leftover food or drinks in the refrigerators.
- (h) Furnishings and furniture may not be removed from any room.
- (i) Owners will be held responsible for the conduct of their tenants/guests.
- (j) The Association Manager and the Board of Directors have the authority to have individuals removed from the Clubhouse for improper conduct. Individuals who are asked to leave are expected to do so immediately and will be reported to the Association Manager for possible suspension of Clubhouse privileges. If warranted, law enforcement will be contacted.
- (k) The Clubhouse and its equipment are the property of all Unit owners. Unit owners are encouraged to enforce these rules and to report any violations to the Association Manager or the Board of Directors.

Commented [QL41]: 2020 RULES (§) 3.2.

Commented [QL42]: On advice of counsel we have moved this age down to 14, from 16.

Commented [QL43]: 2020 RULES (§) 3.6

3.3.2. Clubhouse Wifi and Teleconferencing Capabilities

The Clubhouse provides access for owners and residents to wifi and devices such as televisions and teleconferencing hardware.

We are offering these services and devices according to the Queen’s Landing Acceptable Use Policy (AUP) as a free, non-public service to its visitors for the duration of their official visits.

Users are required to abide by the terms of the AUP found in full in the Appendix to this document.

Commented [QL44]: New Section to protect use of technology in the Clubhouse.

3.3.3. Fitness Studio

- (a) All rules for the Clubhouse apply. See Section 3.3.1.

(b) Persons using the equipment do so at their own risk. Queen's Landing assumes no responsibility for any injury resulting from use of the fitness equipment or malfunctions thereof.

(c) Individuals under the age of 16 may not use the fitness equipment unless accompanied by a Unit owner or tenant 18 years or older.

(d) Persons using the equipment should check all adjustments, weights, and connections before using the equipment.

(e) Persons using the equipment must wipe down the equipment after use. All equipment, weights, balls, etc., should be returned to their appropriate place after use.

(f) Food and drinks, other than water or energy drinks, are not authorized for consumption on or around the exercise equipment.

(g) The playing of music is allowed only through personal earbuds or headphones.

(h) Do not drop off unwanted exercise equipment in the fitness studio.

Commented [QL45]: This age limit is recommended by the equipment manufacturers.

Commented [QL46]: New rule.

3.3.4. Racquetball Court

Persons using the court must abide by the court rules. These include, but are not limited to, the following:

(a) All rules for the Clubhouse apply. See Section 3.3.1.

(b) Play at your own risk.

(c) The court is to be used **ONLY** for racquetball, handball, Wallyball, squash, Pickleball and other Board-approved uses.

(d) The court is not to be used for child-play such as running, jumping rope, ball-playing and other such games while a parent is using the fitness equipment.

(e) Food and drinks are not allowed in the court area.

(f) Only common equipment used in the conduct of the game may be used on the court.

(g) Racquetball court shoes must have white soles.

(h) Clean shoes must be worn to prevent damage to the court floor.

(i) Safety thongs on rackets must be worn.

(j) Safety glasses must be worn at all times.

(k) Observe a one (1) hour time limit when playing if others are waiting for the court

(l) The Racquetball Court is not for use by children under the age of 14 unless the parent or supervising adult is playing the approved game with the child.

3.3.5. The Landing Room

- (a) All rules for the Clubhouse apply. See Section 3.3.1.
- (b) The Landing Room is to be used by residents and their guests for card and board games, reading, and socializing activities.
- (c) Access through The Landing Room door to the pool area is permitted only during open pool hours and only by those with pool usage authorization.

3.4. Pool and Pool Deck

At the discretion of the Board, the normal season for the community pool is from Memorial Day weekend to Labor Day. The hours of operation will be posted each season. Additional weekends before and after the season may be designated.

- (a) The pool may be closed temporarily for maintenance or repairs or for any other reasons(s) regarding health and safety at the discretion of the Board or its designee, the Association Manager, or the pool management company.
- (b) Application for pool passes, annual hours of operation, and pool usage rules will be circulated to the Community prior to the opening of the facility each year.

Commented [QL47]: 2020 RULES (§) 4.1

Commented [QL48]: New language to allow for new non-guarded procedure.

3.4.1. Admission to Pool and Pool Deck – residents in good standing

The pool is for the exclusive use of Unit owners and tenants of Unit owners of Queen’s Landing who are in good standing and their invited guests. See Section 4.4(e) of the Queens Landing Declaration. Only Unit owners and tenants of Unit owners whose dues, fees and assessments are paid in full may use the pool. Unit owners who rent their Unit(s) must choose to assign their pool pass privileges to the tenant(s) residing in their Unit or retain the pool pass privilege for their own use. This is to ensure that usage does not exceed design limits.

Pool passes are issued each year before the start of the pool season to all Unit owners or tenants of Unit owners who meet the following criteria:

Unit Owners, including those who rent their Units:

1. All fees and assessments are up to date and paid in full.
2. All motor vehicles are properly registered with Queen’s Landing (requires a Queen’s Landing parking sticker number).
3. There are no unresolved violations.

Tenants: In addition to the criteria above for the Unit owner:

4. The Rental Registration Fee must be paid in full and a current Lease, the Queen's Landing Addendum to Lease, and
5. all required attachments (e.g., proof of insurance) must be on file in the office.

Annual hours of operation and application for pool passes will be posted prior to the opening of the facility each year. Pool rules will be circulated to the Community annually and users must agree to abide by those rules in order to receive pool access passes.

Commented [QL49]: New language. This allows for annual changes in pool access methods, pool hours and fees.

3.4.2. Pool and Pool Deck Rules

All rules for the Community Facilities and for the Clubhouse apply to the Pool. See Sections 3.1., 3.2. and 3.3.1.

Commented [QL50]: 2020 RULES (§) 4.1.2.

The Pool and its equipment is the property of all Unit owners. Unit owners are encouraged to enforce these rules.

As directed by the Board, the pool may be open during hours when a lifeguard is not on duty. When there is no lifeguard present, swimmers use the facility at their own risk.

Commented [QL51]: New language

When on duty, the lifeguard has full authority for the supervision of the pool and the pool area.

Commented [QL52]: 2020 RULES (§) 4.1.2.

Pool rules will be circulated to the Community annually and users must agree to abide by those rules in order to receive pool access passes.

Commented [QL53]: 2020 RULES (§) 4. 2.

3.5. Tennis/Pickleball Court Usage

The courts are for the exclusive use of Queen's Landing Unit owners, tenants, and their invited guests. Unit owners and Unit owners with tenants must be current in all dues, fees and assessments to use the tennis courts.

- (a) All rules for the Community Facilities apply. See Section 3.1.
- (b) Contact the Association Manager for the combination of the entrance gate to the tennis/pickleball courts.
- (c) The courts are to be used for tennis, pickleball, and other approved events only.
- (d) Proper tennis shoes are required on the tennis courts so as to not damage the court's surface.
- (e) Observe a one (1) hour time limit when playing if others are waiting for the court.
- (f) Children under the age of 14 must be accompanied by a Unit owner or tenant over 18 years of age when using the courts.
- (g) NO food or drink – other than water – is permitted within the enclosed court area.
- (h) As a courtesy to others, leave the court free of trash when play is complete.

Commented [QL54]: Changed to same age required for pool usage.

- (i) Lock the gate to the tennis court when finished.

The Board reserves the right to refuse access to the tennis courts by Unit owners and/or their tenants under the conditions cited in Section 3.2.

Deleted: <#>Release the tension from the net when play is completed. ¶

3.6. Small Boat, Canoe and Kayak Rack Usage

The Association provides two kayak storage locations the first located around the pool bulkhead and the second near Macum Creek behind Building 52 and are for the exclusive use of Queen's Landing Unit owners and tenants. The community also provides two put-in locations one at the end of Queen Anne Way at Macum Creek and the other at the small boat launch next to the Kent Island Volunteer Rescue Boat. The use of these put-in locations is highly recommended for the safety of all concerned. Kayaks may be stored on patios and back porches but not in violation of Section 2.7. of the Queen's Landing Rules and Regulations. The following rules apply to the use of the Association's kayak storage facilities:

- (a) All rules for the Community Facilities apply. See Section 3.1.
- (b) Kayak racks are for the storage of small boats that includes canoes, kayaks, and dinghies not to exceed 16 feet.
- (c) All small boats shall be registered at the office at which time a sticker will be provided which shall be applied to a visible exterior location on the boat.
- (d) Kayak rack space is reserved on a space available basis at an annual rate set by the Board for the calendar year and continuing until the Board changes it.
- (e) Boats should be stored in an inverted position to avoid collecting rain and secured to the kayak rack with a cable lock.
- (f) Boats on racks that are not registered and without visible stickers will be removed and sold at auction in accordance with state and local laws if not claimed after a two (2) week email notice from the Association Manager
- (g) Kayaks, paddleboards and other small craft may not be stored outside a Unit leaning on the stucco or EIFS walls of a Unit, including patio and storage Unit walls. Nothing may be tied to exterior railings which may hit against the stucco or EIFS walls in the wind. See also 2.5(a).

Commented [QL55]: 2020 RULES (§) 4. 3.

3.7. Rentals of Clubhouse Facilities

- (a) All Clubhouse rules in Section 3.3.1. are applicable.
- (b) The Chester Room and The Landing Room may be rented by Unit owners for private parties during periods of nonscheduled use. The Landing Room is not available for rent during the pool season.

Commented [QL56]: 2020 RULES (§) 3.3.

- (c) Tenants cannot directly rent The Chester Room or The Landing Room, but they can request their Unit owner to rent it on their behalf. The Unit owner accepts full responsibility for the conduct of the tenant and the tenant's guests when the Unit owner rents The Chester Room on behalf of the tenant.
- (d) Fees for The Chester Room and The Landing Room use include a room rental fee, a security deposit and a cleanup fee. The security deposit and cleanup fee are refundable in part or whole, depending on condition after use. Contact the Association Manager for details and fees.
- (e) Unit owners or tenants who rent The Chester Room or The Landing Room are responsible for properly disposing of all trash, recycling and garbage in the containers provided outside of the Clubhouse.
- (f) The fitness studio and racquetball court are not available for private parties and are not included in The Chester Room or The Landing Room rental. The pool and its enclosed grounds are not included with The Chester Room or The Landing Room rental.

Refer to rental agreement, found on the website, for eligibility, rules and procedures. Contact the Association Manager with any questions.

SECTION 4. LEASING OF UNITS

4.1. Addendum to Lease

As it may pertain to Unit Leasing policy, the Unit Owner is defined as an absentee Landlord who executes a signed lease agreement with a new Tenant of his or her Unit.

- (a) All leases must be in writing and comply with all applicable federal, state and county laws.
- (b) Every Unit Owner who leases a Unit at Queen's Landing shall execute an Addendum to Lease for any lease or the renewal/extension of a current lease and provide a copy of the same to the Association Manager.
- (c) All Unit Owners shall provide an Addendum to Lease to any real estate agent, Management Company or other entity assisting in the rental of a Unit.
- (d) A copy of each fully executed lease, together with the Addendum to Lease, by the lessor(s) and lessee(s) shall be provided to the Association Manager, within Ten (10) days of execution of the lease and addendum.
- (e) No Unit shall be rented or leased for transient or hotel purposes or in any event for an initial period of less than three (3) months as provided by Section 5.8(a)(6) of the Queen's Landing By-Laws.
- (f) The Tenant agrees to promptly report to the Landlord, or in an emergency the Association Manager, any defect or need for repairs for which the Association is responsible.
- (g) A person who resides with the Unit Owner is considered a housemate of that Unit and is not under the scope of the Unit Leasing policy.
- (h) The Unit Owner will notify the Association Manager when a new resident moves into the rented Unit within 10 days of the new resident moving into the rented Unit.
- (i) A real estate management company or individual acting on behalf of the Unit Owner must be licensed and insured.

4.1.1. Tenant Insurance

Tenants shall be responsible for obtaining and maintaining a "Renters Insurance" policy which provides both property damage and liability coverage for not less than \$100,000.00 during the term of the lease. Tenant shall provide Landlord and the Association with a certificate of insurance evidencing compliance with this Section.

4.2. Unit Owner's Responsibilities

Unit Owners shall provide to his or her tenants at the time the Lease is signed with copies of the following:

- (a) The By-Laws of Queen's Landing Association
- (b) The Rules and Regulations of Queen's Landing

These documents are also available on the Association Manager portal and Queen's Landing Web Site.

Prior to Unit occupancy, the Unit Owner will provide the Association's Association Manager with a set of keys to the Unit for access in the case of emergency.

Unit owners must provide the Association Manager with an email address of their tenant(s) so that the tenants receive email notifications from The Association Manager or the QLCOUO. If the tenant(s) do not have email, then Unit Owners must provide The Association Manager alternative means of communicating with the tenant(s).

4.3. Tenant's Responsibilities

- (a) Tenants, occupants, and guests of the Unit shall agree to be bound by the governing documents of the Condominium, including the Rules and Regulations of Queen's Landing. Failure to comply with the governing documents will be considered a default under the Lease.
- (b) Tenants shall control the conduct of his/her family, guests, invitees, and pets to assure compliance with the governing documents of the Condominium.
- (c) Tenants shall provide the Unit Owner and the Association proof of Renters Insurance. Failure by the tenant to obtain or maintain Renter's Insurance will be deemed a material breach of the Addendum of Lease.
- (d) Tenant shall keep the premises in a good and clean condition and promptly report any maintenance or safety discrepancies to the Association which are the responsibility of the Association as defined by the governing documents.
- (e) Tenants must provide The Association Manager with an email address. If the tenant(s) do not have email, tenants must provide The Association Manager with an alternative means of communication.

4.4. New Tenant Unit Registration

A Unit Owner shall register new tenants and occupants by submitting the following documents to the Association's Association Manager within ten (10) days of the starting date of the term of the Lease:

- (a) A completed and signed Rental Unit Registration Form.
- (b) A signed copy of the Lease.
- (c) A signed copy of the Association's Lease Addendum which can be obtained at the Tidewater Portal, the Queens Landing Website, or the Queen's Landing Office.
- (d) Proof of Renters Insurance
- (e) Upon the execution of a completed and signed Addendum to Lease, payment in the amount of One Hundred and no/100 dollars (\$100.00) for the Rental Unit Registration Fee shall be made by check to the Association Manager. This is not an annual fee, but only due upon the signing of a new Addendum to Lease.
- (f) Signed document showing receipt of the Rules & Regulations; to be signed by both the Unit Owner and Tenant.

4.5. Rental Unit Registration Fee

- (a) This fee shall be independent of, and shall have no effect upon, any other required fees. This fee is intended to compensate the Association for the administrative costs associated with the registration. This fee shall be reviewed annually by the Board of Directors and adjusted as necessary.
- (b) Rental Unit registration payment not received within ten (10) days of the execution of a completed and signed Addendum to Lease shall be considered late and subject to a late charge and collection procedures contained in the Queen's Landing Governing Documents.

4.6 Occupancy Limits

Occupancy in rental Units is limited to two persons per bedroom.

4.7 Rental Payments When the Unit Owner Is Delinquent

In the event the Unit Owner is delinquent in paying any sum assessed against the Unit, then all proceeds from the lease shall be paid to the Association and applied towards the delinquent amount. The Tenant and Unit Owner or the Unit Owner's agent, if applicable, will be given notice in writing by the Association's management company with instructions as to how and where to send the Tenant's rental payments until such time the Unit Owner Landlord's account is current.

The Association's Management company will instruct the Tenant when to resume paying his/her rent to the Unit Owner Landlord or the Unit Owner's agent.

APPENDIX A – ACR Denial Appeal Process

Following is the procedure for appealing decisions of the Covenants Committee with regard to Architectural Change Requests.

The Owner who submitted the Architectural Change Request Application for approval may appeal a decision by the Covenants Committee to the Board. Such appeal shall be in writing and submitted to the Board with a copy to the Covenants Committee, within thirty (30) days of the postmark on the letter informing the Owner of the result of the Covenants Committee review. No other person or entity may appeal a Covenants Committee decision. The Board will consider the appeal during executive session immediately following the next regularly scheduled Board meeting, which the Owner may attend.

Appeals Procedure

Appeals Board

The Appeals Board will include all Board Members who do not sit on the Covenants Committee. Members of the Covenants Committee who are Board Members shall be deemed to have recused themselves under these procedures.

Appeal Content Requirement

The Appeal must be in writing and must identify and discuss which of the decisions of the Covenants Committee are being appealed and must contain additional specific information in support of a reversal, including the identification of any provision of the Governing Documents or Architectural rules which the appellant believes has been violated.

Timing

Appellant has 30 days from the date of the Notice of the Covenants Committee's decision to file a written request with the QLCOUO Board of Directors for an appeal of a Covenants Committee Architectural Change Request application decision. Failure to do so will result in the exhaustion of all rights of appeal.

Review

The Appeals Board may review all findings of fact, staff reports, minutes of Covenants Committee meetings, and materials submitted by any party regarding the application. The Appeals Board, at its discretion, can seek further information through formal or informal discussions with the Covenants Committee, its advisors, the applicant or any other party. The Appeals Board may consider any aspect of Appellant's project, not just issues raised in the appeal. In rendering its decision, the Appeals Board normally will do one of the following: 1) Uphold the decision of the Covenants Committee; or 2) Overturn the decision of the Covenants Committee and a) return the project to the Covenants Committee for further consideration; or b) categorically deny the project as unacceptable in its present form.

Hearing(s)

At the Appeals Board's discretion, the Appellant or his/her representative may make a presentation of the Appellant's position, such presentation not to exceed 15 minutes.

Written Decision

The Appeals Board's decision shall be in writing and will be rendered within 30 days of the date of the meeting of the QLCOUO Board of Directors at which appeal is received or the Appellant's presentation under Section 5 above.

APPENDIX B – Clubhouse Wifi and Device Acceptable Use Policy

The Clubhouse provides access for owners and residents to wifi and devices such as televisions and teleconferencing hardware.

We are offering these services and devices (the "Service") according to this Acceptable Use Policy (the "Policy") as a free, non-public service to our visitors for the duration of their visits. We do not guarantee the Service or specific rates of speed. We also have no control over information obtained through the Internet and cannot be held responsible for its content or accuracy. Use of the service is subject to the user's own risk. We reserve the right to remove, block, filter, or restrict by any other means any material that, in our sole discretion, may be illegal, may subject us to liability, or may violate this Policy. We may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violations of this Policy may result in the suspension or termination of access to the Service or other resources, or other actions as detailed below.

Responsibilities of Service Users:

Users are responsible for ensuring they are running up-to-date anti-virus software on their wireless devices. Users must be aware that, as they connect their devices to the Internet through the Service, they expose their devices to: worms, viruses, Trojan horses, denial-of-service attacks, intrusions, packet-sniffing, and other abuses by third-parties. Users must respect all copyrights. Downloading or sharing copyrighted materials is strictly prohibited. The running of programs, services, systems, processes, or servers by a single user or group of users that may substantially degrade network performance or accessibility will not be allowed. Electronic chain letters and mail bombs are prohibited. Connecting to "Peer to Peer" file sharing networks or downloading large files, such as CD ISO images, is also prohibited. Accessing another person's computer, computer account, files, or data without permission is prohibited. Attempting to circumvent or subvert system or network security measures is prohibited. Creating or running programs that are designed to identify security

loopholes, to decrypt intentionally secured data, or to gain unauthorized access to any system is prohibited. Using any means to decode or otherwise obtain restricted passwords or access control information is prohibited. Forging the identity of a user or machine in an electronic communication is prohibited. Saturating network or computer resources to the exclusion of another's use, for example, by overloading the network with traffic such as emails or legitimate (file backup or archive) or malicious (denial of service attack) activity, is prohibited. Users understand that wireless Internet access is inherently not secure, and users should adopt appropriate security measures when using the Service. We highly discourage users from conducting confidential transactions (such as online banking, credit card transactions, etc.) over any wireless network, including this Service. Users are responsible for the security of their own devices and data.

Limitations of Wireless Network Access:

We are not liable for any damage, undesired resource usage, or detrimental effects that may occur to a user's device and/or software while the user's device is attached to the Service. The user is responsible for any actions taken using the Service, whether intentional or unintentional, that damage or otherwise affect other devices or users of the Service. The user hereby releases the Association from liability for any loss, damage, security infringement, or injury which the user may sustain as a result of being allowed access to the Service. The user agrees to be solely responsible for any such loss, infringement, damage, or injury.

Terms of Service:

The user agrees to comply with and to be legally bound by the terms of this Policy. If this Policy or any terms of the Service are unacceptable or become unacceptable to the user, the user's only right shall be to terminate his or her use of the Service.

Lawful Use:

The Service may only be used for lawful purposes and in a manner which we believe to be consistent with the rights of other users. The Service shall not be used in a manner which would violate any law or infringe any copyright, trademark, trade secret, right of publicity, privacy right, or any other right of any person or entity. The Service shall not be used for the purpose of accessing, transmitting, or storing material which is considered obscene, libelous or defamatory. Illegal acts may subject users to prosecution by local, state, federal, or international authorities. We may bring legal action to enjoin violations of this Policy and/or to collect damages, if any, caused by violations.

The user specifically agrees to the following conditions:

The user will use the Service only as permitted by applicable local, state, federal, and International laws. The user will refrain from any actions that we consider to be negligent or malicious. The user will not send email containing viruses or other malicious or damaging software. The user will run appropriate anti-virus software to remove such damaging software from his or her computer. The user will not access websites which contain material that is grossly offensive to us, including clear

expressions of bigotry, racism, or hatred. The user will not access websites which contain material that defames, abuses, or threatens others.

Changes to Service:

We reserve the right to change the Service offered, the features of the Service offered, the terms of this Policy, or its system without notice to the user.