



**COVE POINT BEACH ASSOCIATION,
INCORPORATED**

**A COMMUNITY WITH COMMON
OWNERSHIP FOR OWNERS AND THEIR
GUESTS**

**Bylaws, Regulations and other documents
governing the operation of the Cove Point Beach
Association, Incorporated**

Cove Point Beach Association, Inc.
P. O. Box 454
Lusby, MD 20657

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NOTE: Both the deeds to the streets and the beach, transfers to the Cove Point Beach Association, Incorporation the right to enforce all the covenants, agreements and privileges reserved by the developer in deeds to lots in Subdivision and the right to regulate and enforce regulations for conduct of persons using the roads, beach and shore in Subdivision.

ACTIONS REQUIRED BY OFFICERS AND DIRECTORS

- JANUARY** --Audit of Treasurer's books. Copy of Audit Report to be furnished to all members.
- MARCH** --Federal and State Income Tax and Personal Property Tax Returns to be mailed not later than March 15th.
- APRIL** --Reserve space for Annual Fall Meeting.
 --File request for Mosquito Control.
 --Letter to members furnishing date and location of Spring Meeting.
- MAY** --Board of Directors Meeting, as needed.
 --Spring Meeting: Saturday prior to the Memorial Day weekend at 10:00 a.m.
 --Appoint a Nominating Committee and other committees as deemed necessary.
- JULY** --Nominating Committee furnishes names of Candidates to Secretary.
 --Prepare Proposed Budget for next year.
 --Letter to members furnishing date and location of Annual Fall Meeting.
 Include absentee ballot to be returned to Secretary 10 days prior to meeting.
 ALSO include copies of minutes of Spring Meeting and Proposed Budget.

- AUGUST
- Board of Directors Meeting, as needed.
 - Annual Fall Meeting: Saturday prior to the Labor Day weekend 10:00 a.m. Appoint Audit Committee and other committees as deemed necessary.
 - Immediately following the Annual Fall Meeting, the Board of Directors elects a President, Vice President, Secretary and Treasurer.
 - Reserve space for Spring meeting.
- DECEMBER
- Letter informing members of the names of new Board Members, Officers and Committee Chairmen.
 - Minutes of the Annual Fall meeting.
 - Invoice for the following year's dues.

INCORPORATION OF COVE POINT BEACH ASSOCIATION, INC.

The Cove Point Beach Association was incorporated in August 1961 through action taken by the Cove Point Citizen's Association.

The Corporation being was formed because the developers would not transfer title to the private streets, roads, and beach areas, assign their right to enforce the covenants contained in the deeds to the home sites, and assign the right to make and enforce all necessary regulations for the use of such property to a private group of Cove Point Beach Citizens, calling themselves the Cove Point Citizen's Association.

The developers insisted that a Corporation be formed with membership available to all home site owners so that they could have a vote on their vital interest in the enforcement of the covenants in their deeds, and the making of the regulations governing the use of the private streets, roads and beach areas.

The Corporation was formed for the following purposes:

1. To promote general interest, health, welfare, and social activities among members of the Association.

2. To acquire through gift, purchase, or otherwise, such real and personal property as may be necessary to effect the duties and responsibilities of the Association.

3. To own, hold and manage on a strictly nonprofit basis, all acquired real and personal property.

MEMBERSHIP:

All persons purchasing home sites within the surveyed area designated as Cove Point Beach, are bound by the covenants contained in the deeds under which the developers sold the home sites to the original purchasers.

The developers have deeded to the Cove Point Beach Association, Incorporated, all rights, title, and interest in the private streets and roads within the surveyed area designated as Cove Point Beach; and all rights, title, and interest to the beach area between the northernmost boundary of Park Drive and the Cove Point Lighthouse property, currently owned by Calvert County.

The developers, in conveying to the Cove Point Beach Association, Incorporated, all their remaining rights, title, and interest in the surveyed areas designated as Cove Point Beach, assigned to the Association the duties and responsibilities of enforcing the covenants contained in the deeds. Also, the right to make and enforce all necessary

regulations for the use by all home site owners of the property conveyed by the developers to the Association.

Because of the vital interest of the home site owners in all actions taken by the Association regular membership in the Association, with the right to vote and to be heard at meetings of the Association, shall be limited to the owners' named on the deeds to the home sites (developed or undeveloped) within the surveyed area designated as Cove Point Beach.

DUES:

Dues are considered and the amount determined at the Annual Fall Meeting each year. The dues are payable at the beginning of each corporate year, which presently begins on January 1 and ends on December 31. All home site owners shall receive written notice of the amount of dues payable for each corporate year.

The dues collected are used for the following items:

1. Road Maintenance
2. Beach Maintenance
3. Mosquito Control
4. Insurance
5. Limited Security Protection
6. Administrative Expenses
7. Such other items as approved by the Membership

**COVENANTS, AGREEMENTS AND
PRIVILEGES RESERVED BY THE
DEVELOPERS IN DEEDS TO LOTS IN THE
COVE POINT BEACH SUBDIVISION WHICH
THE COVE POINT BEACH' ASSOCIATION,
INCORPORATED ACQUIRED THE RIGHT
TO ENFORCE UNDER THE DEEDS ON
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1. Said property shall not be used for any business purposes, but shall be used exclusively for residence purposes and not otherwise.

2. No building shall be erected or maintained on said property and no building shall receive a material exterior alteration except in accordance with a plan, including the emplacement of the building, which shall have been first approved in writing by the parties of the first part, their heirs or assigns, or by such persons as may from time to time be designated by them to accord such approval.

3. That no privy, sewer or receptacle for similar purpose shall be erected, dug or maintained on said property except a septic tank or similar device of design and construction approved by the Health Department of the State of Maryland or other similar Governmental agency for the time being vested with authority similar to that now exercised by the said Health Department, and which shall be connected as an integral part of the dwelling house located on the property concerned.

4. No drainage system shall be outletted and no sewage or refuse shall be emptied or deposited into any street, drive, the Chesapeake Bay or any waterway connected therewith or upon the shores thereof.

5. No fence, signs, billboards or advertising matter of any kind whatsoever, shall be placed upon any part of the premises without the consent in writing of the parties of the first part, their heirs or assigns, provided this paragraph shall not apply to signs maintained on the premises for the sale or rental thereof.

6. No tent or other temporary structure shall be erected or maintained on said property without the written consent of the parties of the first parties of the first part, their heirs or assigns.

7. No part of the said premises shall be used for the purpose of raising or keeping poultry, hogs, or other domestic animals without the written consent of the parties of the first part, their heirs or assigns.

8. The parties of the second part, for them, their personal representatives and assigns, covenant and agree that on June 1st of each year, there shall be paid to parties of the first part or their assigns by the then owner of the said property, a sum equal to \$5.00 for each lot owned by the person making such payment, to be used exclusively for the construction, reconstruction and maintenance of the streets in said sub-division in front of or leading to said property.

**BYLAWS
OF
COVE POINT BEACH ASSOCIATION, INC.**

**Adopted September 3, 1962
As Amended December 10, 2005**

ARTICLE I. IDENTITY

Section 1. The name of the Association shall be the COVE POINT BEACH ASSOCIATION, INC.

Section 2. The place of business of the Association shall be located in Calvert County, Maryland, at a place to be designated by the Board of Directors.

Section 3. The corporate year of the Association shall begin on January 1 and end December 31.

**ARTICLE II. OBJECT OF THE
ASSOCIATION
AND NATURE OF ITS BUSINESS**

Section 1. The object for which the Association is formed and the business to be carried on by it are:

(a) To promote the general interest, health, welfare and social activities among members of the Association.

(b) To acquire through gift, purchase, or otherwise, such real and personal property as may be necessary in carrying out the object of the Association.

(c) To own, hold, and manage on a strictly nonprofit basis, all acquired real and personal property.

The enumeration of the foregoing objects and nature of business shall not be held to limit or restrict in any manner the general powers of the Association. The Association shall also enjoy all other rights and privileges consistent with its certificate of incorporation and the Laws of the State of Maryland, now or hereafter in force.

ARTICLE III. MEMBERSHIP

Section 1. Membership in the Association shall be classed as (a) Regular, (b) Associate, and (c) Honorary.

(a) Regular membership shall be limited to owners named on the deeds to the home sites (developed or undeveloped) within the surveyed area designated as Cove Point Beach.

(b) Associate membership shall be limited to (1) persons who are members of the immediate family of regular members, and (2) persons occupying a regular members home as renters or otherwise.

(c) Honorary membership may be conferred by the Board of Directors on those persons who have materially aided the Association in the attainment of its purposes.

Section 2. All members shall comply with the bylaws and regulations of the Association. It shall be the responsibility of a regular member to inform his/her guests, or any person or persons occupying his/her home as a renter or otherwise, that they are required to comply with the bylaws and regulations of the Association. It shall also be the responsibility of a regular member to furnish renters, and such other persons as he/she may deem proper, with copies of the bylaws and regulations.

Section 3. Regular membership shall continue as long as the member is an owner of a home site in Cove Point Beach. A regular member shall be held responsible for his/her obligations to the Association even while under suspension.

Section 4. After due warning, the Board of Directors shall suspend the rights of membership of any regular member who fails to comply or to insure compliance with the bylaws and regulations of the Association by members of his/her household, guests, or any person occupying his/her home as a renter or otherwise. Suspension of membership shall deny to the member, his/her household, guests, or any person occupying his/her home as a renter or otherwise, the use of all Association facilities and services. The Board of Directors shall restore the rights of membership after corrective action has been taken.

Section 5. A regular member who fails when notified to pay the dues of the Association shall be placed automatically in an inactive status. While in such inactive status, he/she shall be denied the right to vote and to be heard at meetings of the

Association. Such member, his/her household, guests and any person occupying his/her home as a renter or otherwise shall be denied the use of all Association facilities and services while he/she is in an inactive status. Upon payment of the dues, the member shall be returned to an active status with all denied rights and privileges restored.

ARTICLE IV. MEETINGS

Section 1. Regular meetings of the Association shall be held semi annually. The Spring Meeting will be the Saturday before Memorial Day weekend and the Fall Meeting will be the Saturday before Labor Day weekend, unless otherwise notified. The meetings will be held at such time and place as the Board of Directors may designate. The Fall Meeting shall be considered the Annual Meeting at which time Directors shall be elected, annual reports of officers and committees received and other business conducted.

Section 2. Notice of special meetings of the Association specifying their purpose shall be sent to all property owners at least ten days in advance of the meeting or less if required by necessity.

Section 3. Only an owner of real property who is an active regular member has the right to vote and to be heard at meetings of the Association.

Section 4. Each property whose owner(s) is an active regular member is given two votes which may be cast in Association elections or when other issues are brought to a vote. A member owning more than one property may not multiply the

number of votes by the number of properties owned.

Section 5. The Board of Directors shall meet at such time and place as designated by the President or the Vice President. There shall be at least two Board of Directors meetings each year, one prior to the Spring Meeting and one prior to the Fall Annual Meeting. A quorum of the Board of Directors shall consist of the President or the Vice President and four other Directors.

Section 6. A quorum at meetings of the Association shall be 15 percent (15%) of the number of eligible votes.

Section 7. All meetings shall be conducted in accordance with Roberts Rules of Order Newly Revised. The President may appoint a Parliamentarian.

Section 8. The order of business at regular meetings shall be:

- (a) Call to Order.
- (b) Corporate Secretary's Report (Minutes).
- (c) Report of Board of Directors.
- (d) Treasurer's Report.
- (e) Committees' Reports.
- (f) Elections (Fall Meeting)
- (g) Specified Special Business.
- (h) Unfinished Business.
- (i) New Business.
- (j) Adjournment.

Section 9. Proposals other than for special assessments and changes in the annual dues, requiring action, discussed but not acted upon at a meeting, and proposals on matters that the Board of Directors deem to require immediate action may be submitted to the members for a vote by mail. Also the Board of Directors, upon receipt of a petition on any issue signed by twenty percent (20%) of the active regular members, shall submit such issue to the membership for a vote by mail. The ballot for such vote shall be accompanied by a comprehensive and factual report on the issue. The Treasurer shall furnish the Corporate Secretary a list of the names of all paid members and assist the Corporate Secretary in checking the ballots furnished active regular members against this list prior to mailing. The Corporate Secretary will be responsible for furnishing the ballots. In such cases the matter shall be decided by the majority of the votes returned in the time limit prescribed by the Board of Directors.

ARTICLE V. OFFICERS AND BOARD OF DIRECTORS

Section 1. The administration and management of the Association shall be vested in the Board of Directors subject at all times to the action and direction of the members at the meetings of the Association in accordance with Robert's Rules of Order Newly Revised.

Section 2. The Board of Directors shall consist of nine members of the Association, no two directors may be members of the same family or residing in the same household, at least three of whom shall be

elected at the Annual Meeting each year for a term of three years.

Section 3. The election of Directors shall be by ballot (unless dispensed by unanimous consent) and votes may be cast in person or by absentee ballot only. Election shall be by a plurality of the votes cast, each active regular member being entitled to cast his/her votes for as many nominees as there are vacancies to be filled. There shall be no cumulative voting. The Corporate Secretary, at least 30 days in advance of the Annual Meeting, must mail to the members forms of absentee ballots, with a list of nominees, which shall be valid only for the election of Directors. Absentee ballots must be returned to the Corporate Secretary at least 10 days prior to the date of the Annual Meeting. The Corporate Secretary shall take such safeguards as may be necessary to insure the legality of said ballots. The authorized voter must sign absentee ballots. Unsigned ballots will be voided as a ballot. All absentee ballots shall be counted with the regular ballots at the close of an election of Directors. The Treasurer shall furnish the Corporate Secretary a list of the names of all active regular members prior to the Annual Meeting and assist the Corporate Secretary in checking the ballots furnished members against this list. The Corporate Secretary will be responsible for furnishing the ballots. A checkmark will be placed by each recipient's name on the membership list.

Section 4. There shall be a nominating committee appointed at the Spring Meeting by the Board of Directors, consisting of at least three active regular members of the Association, who shall nominate

candidates for vacancies on the Board of Directors. The nomination committee shall submit names of the nominees to the Corporate Secretary not later than July 15th of each year. Additional nominations may be made from the floor at the time nominations are called for at the Fall Meeting.

Section 5. If a vacancy occurs the Board shall appoint a successor to serve until the next Annual Meeting when a successor shall be elected to serve the unexpired term.

Section 6. Immediately following the Fall Meeting, the Board of Directors shall:

(a) Elect a President and a Vice President from among themselves.

(b) Elect a Treasurer, Corporate Secretary and Corresponding Secretary either from among themselves or the membership.

(c) The President, Vice President, Treasurer, Corporate Secretary and Corresponding Secretary shall be the officers of the Association.

Section 7. The President shall preside at all meetings of the Association and of the Board of Directors. The President shall sign all contracts and obligations of the Association approved by the Board of Directors, sign and file all required tax returns and perform such other duties as the office may require. He/she shall be a member of all committees of the Association and he/she shall keep the Vice President fully informed on all current official matters before the Board.

Section 8. The Vice President, in the absence of the President, shall assume the duties of that office, act as assistant to the President and perform such other duties as the office may require. He/she shall also be a member of all committees of the Association.

Section 9. The Treasurer shall perform the following duties:

(a) Collect all dues and receive all other money due or contributed to the Association.

(b) Make all disbursements authorized by and in the manner prescribed by, the Board of Directors.

(c) Keep account of all money received and disbursed, and shall report on the financial condition of the Association at the spring and fall meetings.

(d) Maintain an up to date record of Association membership status.

(e) Maintain custody of all records, books, statements and legal papers pertaining to the financial affairs of the Association.

(f) If elected by the Board from the regular membership, the Treasurer shall be ex-officio a member of the Board of Directors.

Section 10. The Corporate Secretary shall perform the following duties:

(a) Keep the minutes of all meetings of the Association and the Board of Directors.

(b) Have custody of the Seal of the Corporation and shall affix the same to all contracts and documents that require it, as authorized by the Board of Directors.

(c) Keep secure and safe the deeds, records, documents, and archives of the Association.

(d) Maintain a list of current board members showing the year elected and expiration date of their term.

(e) Arrange for official mailings to be sent to the membership, including addressing, stamping and stuffing envelopes.

(f) Arrange for printing and distribution of trash stickers, automobile and personal identification.

(g) Perform such other duties as may be assigned by the President.

(h) If elected by the Board from the regular membership, the Corporate Secretary shall be an ex-officio a member of the Board of Directors.

Section 11. The Corresponding Secretary shall perform the following duties:

(a) Give notices of meetings (via electronic e-mail or via regular mail for those not using

electronic mail) and conduct correspondence on all business of the Association.

(b) Maintain the Cove Point Beach Association, Inc., e-mail address.

(c) Oversee administration of the CPBA, Inc., website.

(d) Perform such other duties as may be assigned by the President.

Section 12. The Board of Directors when authorized by the Association members may employ a manager or other administrative personnel to assist the Officers and the Board in the general administration of the affairs of the Association.

Section 13. The Treasurer or any officer or employee, if required by the Board, shall be bonded in such amount as is authorized by the Board, the premium to be paid by the Association.

Section 14. Any officer elected or appointed by the Board of Directors or the membership shall be subject to removal for cause by a majority vote of the Board of Directors. In the case of absence of any officer, the Board may delegate the powers and duties of such office to any officer or member for such period as may be necessary.

Section 15. Election and duties of Auditors:

(a) There shall be three auditors appointed by the Board of Directors at the Fall Meeting.

(b) The auditors shall serve for one year and shall at all times have access to the books and records of the Association.

(c) Unless otherwise directed by the Board of Directors, the auditors, during the first quarter of each corporate year, shall examine and audit all records relating to the receipts and expenditures of the Association for the previous corporate year.

(d) The auditors shall prepare and sign an audit report, which includes an accounting of all income and expenses of the Association for the corporate year and presents the financial condition of the Association at the beginning and end of the corporate year. This report shall be presented to the membership at the Spring Meeting.

(e) If in the judgment of the Board of Directors a CPA is required, they are authorized to employ one as often as they agree necessary.

ARTICLE VI. DUES AND ASSESSMENTS

Section 1. The Board of Directors shall notify the members, at least two weeks prior to the Fall Meeting, of the amount of any proposed changes in the annual dues and assessments of the corporation for the upcoming corporate year in the format of a proposed annual budget. After such notification, the annual dues, assessments and budget of the corporation shall be approved by a vote of two-thirds of active regular members present at the Fall Meeting

Section 2. All property owners shall receive written notice, by the end of November, of the amount of dues, assessments and budget approved by the Association for the following corporate year. Dues and assessments shall be payable on or before January 31.

Section 3. Upon payment of the annual dues, each active regular member will be issued a membership card for the current year (limit of two per family). Membership cards are required by Dominion LNG Security for authorized use of the North Beach area, owned by Dominion LNG. Membership cards will only be issued to an active regular member.

**ARTICLE VII. STANDING COMMITTEES
REPORTING
TO THE BOARD OF DIRECTORS**

Section 1. There shall be ten standing committees formed to assist the Board of Directors in carrying out their duties and responsibilities to the Association. If the Board of Directors determines that one or more of the committees are not needed, the Board may inactivate such committee. The ten standing committees shall consist of the following:

- (a) Membership Committee
- (b) Roads Committee
- (c) Beach Committee
- (d) Building and Real Estate Committee
- (e) Public Services Committee
- (f) Security and Control Committee
- (g) Hospitality Committee
- (h) Project Planning Committee
- (i) Bylaws Revision Committee

(j) Light Station Committee

Each committee shall consist of a Chairman and such other members as selected by the Chairman, unless otherwise directed by the Board of Directors.

Section 2. Committee Chairpersons shall be appointed by the President and approved by the Board of Directors. Only three of the committee chairpersons may be selected from the Board of Directors.

Section 3. The Membership Committee shall promote active participation in the Association by all property owners. The committee shall contact property owners who have not paid their dues and impress upon them the need for everyone to support the Association for the benefit of all property owners.

Section 4. The Roads Committee shall recommend to the Board, actions to maintain the private streets and right of ways including the erection of signs. As directed by the Board, the committee shall supervise approved projects to ensure timely and effective completion.

Section 5. The Beach Committee shall conduct periodic inspections of the beach areas and arrange for all required maintenance operations as approved by the Board of Directors. The committee shall also oversee all needs for beach control.

Section 6. The Building and Real Estate Committee may review building and remodeling

permits and oversee all real estate matters affecting the Association.

Section 7. The Public Services Committee shall oversee trash and garbage collections, and arrange for mosquito control as approved by the Board of Directors. The committee shall also revise regulations when necessary to control trash and garbage collection.

Section 8. The Security and Control Committee shall plan and oversee security needs and problems. The committee shall organize, develop and operate a system for enforcement of the rules and regulations as directed by the Board of Directors.

Section 9. The Hospitality Committee shall greet all new owners and renters to familiarize them with the bylaws, regulations and affairs of the Association.

Section 10. The Project Planning Committee shall develop plans for projects to include designs, costs and priorities. The committee shall supervise the execution of such projects as are approved by the Board of Directors and, if required, the membership.

Section 11. The bylaws revision committee shall recommend changes to the bylaws as deemed necessary for the operation of the Association. When authorized by the membership, the committee shall revise and submit for approval changes to the bylaws. The committee shall ensure that the latest revision of the bylaws is published and filed with the appropriate state and county land records

departments. The committee also shall keep the Board of Directors and the membership informed of any compliance problems with the bylaws.

Section 12. The Light Station Committee shall consist of at least two active regular members who have volunteered and been appointed to represent the Association on the Calvert County Cove Point Light Station Commission (CPLSC).

ARTICLE VIII. UNDEVELOPED AND ADJOINING REAL ESTATE

Section 1. Because of the undecided fate of nearby undeveloped and adjoining real estate to the platted and surveyed area now recorded as Cove Point Beach, there shall be a continuous and sustaining effort on the part of the Board of Directors of the Corporation to operate in the direction of maintaining a residential community safeguarded from commercial interests in all areas. The Board shall be empowered to take options in the name of the Corporation to acquire or stabilize the ownership of such peripheral land and so to prevent it from being subjected to speculation of any sort.

ARTICLE IX. ENFORCEMENT OF COVENANTS, BYLAWS AND REGULATIONS

Section 1. Failure of the Board of Directors to enforce covenants, bylaws, and regulations shall not

be a bar to the action of future Boards of Directors in enforcing such covenants, bylaws, and regulations, provided Association members are first notified in writing of a Board's intention.

ARTICLE X. BYLAW CHANGE PROVISIONS

Section 1. After previous notice of at least thirty days to the entire membership as authorized by the Board of Directors, these bylaws may be altered, repealed or amended at any meeting of the members by a vote of two thirds of the active regular members present.

REGULATIONS GOVERNING ASSOCIATION OWNED OR CONTROLLED PROPERTY

The sandy beach area between the southeastern property line of beach front homes, the waters of the Chesapeake Bay, Park Drive on the west, and the Calvert County property line on the east has been deeded to the Cove Point Beach Association, Incorporated, by the developers, Sarah C. and William B. Glascock. The developers also have deeded all right of ways for the private streets and roadways to the Association.

It was the wish and intention of the developers that all property owners of the Cove Point Beach subdivision have the use and enjoyment of the streets, roadways and beach areas without regard to the location of their property. The Association will continue to preserve the equal rights of all property owners to the use and enjoyment of the community owned property.

To preserve the character of the community owned property and to encourage the use and enjoyment by the entire community, the Property owners have adopted the following regulations governing its use and care. All property owners are requested to carefully follow and help enforce the regulations.

1. Property owners and their families are entitled to use the beach area for recreation purposes within the guidelines provided in these regulations.

2. Persons occupying a property owner's home as a renter, or otherwise, may also use the private streets, roadways and beach area owned and controlled by the Association. Such persons are also subject to these regulations and property owners are requested to inform them of the regulations.

3. Guests of property owners may use the beach area for recreation purposes, provided the property owner is present at Cove Point Beach, so that the property owner can be responsible for and control the actions and activities of their guests. Each property owner shall be responsible for the safety of their guests, and liable for the injury of such guests or other persons occupying their homes while they are using Association property.

4. Because of the limited parking areas at the ends of the streets at the bay front, parking is limited strictly to owners of home sites in the subdivision. Guests or other persons using a property owner's home shall park their motor

vehicles on the owner's property, or the side of the street nearest to such property unless accompanied by the property owner.

5. The destruction, removal or trimming of grass, trees, or shrubs or the disturbance of sand aggregation on the beach area is strictly prohibited, except by permission of the Board of Directors.

6. The erection on this area of structures or enclosures of any kind, access walks, roads, boat landings, launching or anchoring devices larger than approximately one foot in diameter by three feet high or other semi-permanent apparatus is strictly prohibited except by written permission of the Board of Directors. Any violation of this paragraph is subject to correction by action of the Board of Directors without notice to the violator.

7. Use of mechanically powered vehicles on any part of the beach area is strictly prohibited, except vehicles used by the Association for maintaining the beach area.

8. Disorderly and noisy conduct, offensive to residents or persons using the beach area, shall not be tolerated and is strictly prohibited in this area.

9. Fires on the beach area must comply with local county regulations and are only permitted when smoke will not be a nuisance to residents or persons using the beach area and where damage to property will not occur. These fires must be extinguished and debris buried before the persons responsible leave the beach area.

10. Suitably secured boats belonging to members of the Association are permitted at approximately the high water mark so long as sufficient space remains between such boats and equipment and the water for normal use of the beach area by all property owners.

11. These regulations shall also apply to the area under the Easement Agreement with the Dominion LNG Corporation with the additional requirement that property owners using this area must have with them an identification card to be provided by the Association to identify them to the security guard. Guests of property owners may also use this area but they must be accompanied at all times by the property owner who is responsible for his/her guests.

12. The Board of Directors shall have the power to amend, alter, or repeal any of these regulations, as circumstances require subject to the approval of the membership of the Association.

REGULATIONS GOVERNING TRASH AND GARBAGE COLLECTION

Trash collection is not a part of the Association dues. For homeowners who have exercised the option and paid for trash collection (with the community or privately) all refuse containing garbage, food remnants or bathroom refuse must be in a metal or heavy sturdy plastic container, with tightly fitting or locking covers.

Paper bags, cardboard boxes, plastic bags, etc. shall not be used for trash or garbage collection purposes unless they are stored in a proper container as stated above.

The following materials shall not be put out for collection at any time: poisons, acids, television picture tubes, caustics, gasoline, oil or other inflammable, explosives, empty oil or gas cans, animal fecal matter or any other dangerous materials. The county dump stations are available for such items.

Large major appliances such as refrigerators and stoves, or large furniture such as sofas etc., are not to be included in normal household trash but arrangements for their pick up can be made by calling the Division of Solid Waste at the Appeal Landfill at 410-326-0210. Limited to three (3) items.

The Board of Directors shall have the power to amend, alter, or repeal any of these regulations.

CALVERT COUNTY CODE

Prohibiting Unlawful Accumulation and Growth Chapter 92, Property Maintenance Debris, Trash and Weeds

**Adopted by Resolution 19-74 April 9, 1974
As Amended, September 30, 2006**

92-1. Accumulations prohibited.

It shall be unlawful for the owner of any lot, tract or parcel of land located in a zoned Residential District to permit, within 100 feet of any house, mobile home or other residence whether occupied or unoccupied, any accumulation of debris, decayed vegetable matter, filth, dangerous trees, rubbish or trash, abandoned vehicles, refrigerators or other household articles, or any excessive growth of weeds or underbrush, or growth of noxious plants. "Excessive growth" is defined as growth of more than 12 inches in height.

92-2. Responsibility of owner to remove.

It shall be the duty of the owner of any lot, tract or parcel of land described above to remove or cause to be removed from such lot, tract or parcel of land all excessive growth or weeds, noxious plants, underbrush or dangerous trees, and to remove or cause to be removed all debris, decayed vegetable

matter, filth, rubbish, trash, abandoned vehicles, refrigerators and other household articles.

92-3. Notice to abate nuisance.

Should the owner of any lot, tract or parcel of land described in Paragraph 1 above fail, refuse or neglect to remove or cause to be removed there from any of the described unlawful accumulations or excessive growths, such owner, if the real estate is unoccupied, or such owner and occupant of occupied real estate shall be served with a notice in writing directing the abatement of the nuisance within 30 days.

92-4. Method of service of notice.

Service of the notice upon the owner as provided in Paragraph 3 shall be either by personal service or by mailing the notice to the addressee's last known address by certified mail as it appears on the records of the county. In event the lot, tract or parcel of land is unoccupied and the address of the owner is unknown, service of the notice shall be made by certified mail to last known address, and by posting the same on such lot, tract or parcel of land, and by a like posting at the courthouse door.

92-5. Abatement by county; assessment of costs.

If, within the 30 days specified in Paragraph 3, the owner should fail, refuse or neglect to abate the nuisance, the county may undertake to abate the same through use of its own personnel, facilities or equipment, or the county may contract with independent contractors to do the work and cause the nuisance to be abated; in either event the costs incurred by the county to accomplish the abatement of the nuisance shall be assessed against and be a lien upon the lot, tract or parcel of land where the nuisance existed.

**CALVERT COUNTY REGULATIONS
GOVERNING ANIMAL CONTROL
ORDINANCES
Updated 3/23/07**

**SECTION IV. DOGS AND CATS RUNNING AT
LARGE AND IMPOUNDMENT**

A. Dog and cat owners shall not allow a dog or cat, with or without proper license, to run at large within the confines of any part of Calvert County. Any dog or cat, when off the property of the owner, must be under the control of the owner or an authorized agent of the owner, capable of physically restraining the dog or cat. All dogs must be under control by leash, lead, cord, or chain, when off the property of the owner. Any dog or cat found running at large is in violation of the law and may be deemed a public nuisance and is subject to seizure, detention and destruction.

**SECTION VII. DEFECATION, REMOVAL
OF EXCREMENT**

A. No person owning, keeping or having custody of a dog or cat shall allow or permit excrement of such animal to remain on public property, private property without the consent of the owner or occupant hereof or allow the excrement to cause foul odor on the owner's property.

B. Any person owning, keeping, or having custody of an animal shall immediately remove the excrement deposited by the animal if deposited on property other than the owner's property.

SECTION VIII - PUBLIC NUISANCE

A. Any dog or cat that barks or makes other harsh excessive noises so as to disturb the quiet, comfort, and repose of a member or members of the community as reflected by persons with normal sensitivities to noise, molests or bites a passerby, runs at large, chases vehicles, attacks other domestic animals, deposits excretory matter on property other than that of the owner, shall be deemed a public nuisance.

B. It shall be unlawful for anyone to own or harbor a public nuisance dog or cat as herein before described.

**ARTICLES OF INCORPORATION OF COVE
POINT BEACH ASSOCIATION, INC.**

Approved and received for record by the State Department of Assessments and Taxation of Maryland August 21, 1961 at 9:00 o'clock A.M. as in conformity with law and ordered recorded.

A 11542

Recorded in Liber F261, folio 564, one of the Charter Records of the State Department of Assessments and Taxation of Maryland.

Bonus tax paid \$20.00. Recording fee paid \$10.00.

To the clerk of the Circuit Court of Calvert County,

IT IS HEREBY CERTIFIED, that the within instrument, together with all endorsements thereon, has been received, approved and recorded by the State Department of Assessments and Taxation of Maryland.

As WITNESS my hand and seal of the said Department at Baltimore.

**ARTICLES OF INCORPORATION
COVE POINT BEACH ASSOCIATION, INC.**

THIS IS TO CERTIFY:

FIRST: That we, the undersigned, Eugene Casmir Baczenas, whose post office address is 4787 West Avenue, Suitland, Maryland, Washington 28, D.C.; Kenneth Lionel Cornwell, whose post office address is 203 Cleve Drive, Falls Church, Virginia; and Richard Larsen Tuve, whose post office address is 9211 Crosby Road, Silver Spring, Maryland; each being of full legal age, do hereby associate ourselves as incorporators with the intention of forming a corporation under and by virtue of the Public General Laws of the State of Maryland.

SECOND: The name of the Corporation (which is hereinafter called the Corporation) is Cove Point Beach Association, Inc.

THIRD: The purposes for which the Corporation is formed are as follows:

(a) To promote the general interest, health, welfare and social intercourse among the members of the Subdivision known as Cove Point Beach in the First Election District of Calvert County, Maryland.

(b) To engage in the purchase, sale, improvement, rental and management of real estate and chattels real.

(c) To manufacture, buy sell, deal in, engage in, conduct and carry on the business of buying, selling and dealing in goods, wares and merchandise of every class and description.

(d) To import, export, buy, sell, assign, consign, take on consignment, lease, manufacture, deal in and deal with goods, wares and merchandise, chattels and effects of all kinds.

(e) To enter into, make and perform contracts without limit as to character or amount; to execute, issue and endorse any bonds, debentures and notes; and make, draw, accept and endorse drafts, bills of exchange and negotiable instruments of all kinds as permitted by law.

(f) To borrow money for any of the purposes of this Corporation, and to pledge as collateral any or all of the assets of the Corporation.

(g) To carry out all or any part of the foregoing objects as principal factor, agent, contractor or otherwise, either alone or through or in conjunction with any person, firm, association or corporation and in any part of the world, and, in carrying on its business and for the purpose of attaining or furthering any of its objects and purposes, to make and perform any contracts and to do any acts and things and to exercise any powers suitable, convenient or proper for the accomplishment of any of the purposes herein enumerated or incidental to the powers herein specified, or which at any time may appear conducive to or expedient for the accomplishment of any such purposes; and in furtherance of the foregoing and of all of the powers in this article granted, to execute, from time to time such general or special powers of attorney to such persons as the Board of Directors may approve, granting to such persons all powers, either in the United States or any other country, state, territory or locality which the Board of Directors may determine, and to revoke such powers of attorney as and when the Board of Directors may desire.

(h) To sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the company.

(i) To invest and deal with the monies of the company not immediately required in such manner as may from time to time be determined.

(j) In general to carry on any lawful business and to exercise all powers conferred by the General Laws of the State of Maryland upon corporations formed hereunder, and to exercise and enjoy all powers, rights, and privileges granted to or conferred upon corporations of this character by said General Laws now or hereafter in force; the enumeration of certain powers as herein specified not being intended to exclude any such other powers, rights, and privileges granted to or conferred upon corporations of this character by said General Laws now or hereafter in force.

FOURTH: The post office address of the principal office of the Corporation in this State is Prince Frederick, Maryland. The name and post office address of the resident agent of the Corporation in this State is Perry G. Bowen, Jr., Prince Frederick, Maryland. Said resident agent is a citizen actually residing in Calvert County, Maryland.

FIFTH: The Corporation shall be a non-profit corporation composed of its individual members and shall be a non-stock corporation; each member shall be entitled to one (1) vote for all purposes. Any individual who owns or leases property in the Subdivision known as Cove Point Beach, or who has any direct or indirect interest in the beach shall be eligible for membership and shall become a member upon the election of the Board of Directors and payment of the dues and/or entrance fee prescribed by the Board of Directors.

SIXTH: The number of directors of the Corporation shall be three (3), which number may be increased or decreased pursuant to the Bylaws of the Corporation, but shall never be less than three. The following three persons: Eugene Casmir Baczenas, Kenneth Lionel Cornwell and Richard Larsen Tuve shall act as such until the first annual meeting or until their successors are duly chosen and qualify.

SEVENTH: The duration of the Corporation shall be perpetual.

IN WITNESS WHEREOF, we have signed these Articles of Incorporation this 22nd day of July, 1961.

WITNESS AS TO ALL:

_____(Seal)
Eugene Casmir Baczenas

_____(Seal)
Perry G. Bowen Kenneth Lionel Cornwell

_____(Seal)
Richard Larsen Tuve

STATE OF MARYLAND, CALVERT COUNTY, to wit:

I HEREBY CERTIFY, That on this 22nd day of July, 1961, before me, the subscriber, a Notary Public of the State of Maryland in and for Calvert County aforesaid, personally appeared Eugene Casmir Baczenas, Kenneth Lionel Cornwell and Richard Larsen Tuve, and severally acknowledged the foregoing Articles of Incorporation to be their act.

AS WITNESS my hand and Notarial Seal the day and year last above and written.

Perry G. Bowen
Notary Public

**DEED CONVEYING LIGHTHOUSE BOULEVARD TO
CALVERT COUNTY**

[LIBER A.W.R. NO.10 FOLIO 215]

THIS DEED, Made this 7th day of March, in the year nineteen hundred and forty-seven, by and between Sarah Elizabeth Webster, widow, Sarah Catherine Glascock and William Bedford Glascock, her husband, all of Calvert County, Maryland, of the first part, and County Commissioners of Calvert County, Maryland, of the second part.

WHEREAS, the County Commissioners of Calvert County, Maryland, propose to acquire a certain strip of land at Cove Point in the First Election District of Calvert County, Maryland, and hereinafter more particularly described, in order to lay out and construct a road, together with the appurtenances thereto belonging, as a part of the county road system.

NOW, THEREFORE, in consideration of the premises, the sum of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, we, for ourselves, our heirs, executors, administrators and assigns, do hereby grant and convey unto the County Commissioners of Calvert County, Maryland, and their successors and assigns, in fee simple, all our right, title and interest, free and clear of all liens and encumbrances, in and to all that strip of land thirty feet in width and being more particularly described as follows:

BEGINNING for the same in the center of the State Road leading to Cove Point at the end of the State maintenance, and running thence in a Northeasterly direction with the center line of the present roadway running through Cove Point development to the property of the United States Coast Guard Light House, a distance of approximately seven-tenths of a mile; the center line of the said strip of land hereby intended to be conveyed being the center line of the present roadway, as now constructed, extending from the end of the State

Highway leading to Cove Point, to the Cove Point Light House; and we, for ourselves, our heirs, executors, administrators and assigns, do further hold the said County Commissioners of Calvert County, Maryland, their members, agents, officers and employees, harmless and free from molestation for any purpose, matter or thing whatsoever arising out of the taking or use as aforesaid by the County Commissioners of Calvert County, Maryland, including any change of grade or drainage.

WITNESS our hands and seals the day and year first above written.

WITNESS:

_____(Seal)
Sarah Elizabeth Webster

Adolph W. Kopp

_____(Seal)
Sarah Catherine Glascock

_____(Seal)
William Bedford Glascock

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, that on this 6th day of March, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Sarah Elizabeth Webster, one of the above named grantors, and she acknowledged the foregoing deed to be her act.

WITNESS my hand and Notarial Seal.

Notary Public

STATE OF MARYLAND, CALVERT COUNTY, to wit:

I HEREBY CERTIFY, that on this 7th day of March, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid,

Personally appeared Sarah Catherine Glascock and William Bedford Glascock, her husband, two of the above named grantors, and they acknowledged the foregoing deed to be their act.

WITNESS my hand and Notarial Seal.

Adolph W. Kopp
Notary Public

**DEED CONVEYING TITLE TO ROADS, STREETS
AND ALLEYS TO COVE POINT ASSOCIATION, INC.**

[LIBER 54 PAGE 459]

THIS DEED, Made this 26th day of November, 1962, by and between Sarah Catherine Glascock and W. Bedford Glascock, her husband, parties of the first part, and Cove Point Beach Association, Inc., a body corporate of the State of Maryland, of the second part.

WITNESSETH, that in consideration of the sum of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties of the first part do hereby grant, convey and assign to the party of the second part the following described land, rights and privileges:

1. The right to enforce all of the covenants, agreements and privileges reserved by the parties of the first part in deeds to lots in the Cove Point Subdivision, specifically assigning to the party of the second part the right to collect, receive and disperse the annual payment of Five Dollars (\$5.00) from each lot owner for road maintenance pursuant to the covenants in the aforesaid deeds.

2. The fee simple title to the beds of all roads, streets and alleys as shown on plats of Cove Point Beach recorded in Liber A.A.H. No. 1, folio 40, Liber A.A.H. No. 1, folio 46, Liber A.A.H. No. 1, folio 85, and Liber A.W.R. No. 1, folio 62, subject, however to the rights of ingress and egress contained in deeds to properties in said Subdivision, and in a lease from Sarah Catherine Glascock and W. Bedford Glascock, her husband to Charles H. Jefferson dated April 6, 1959 and recorded in Liber J.L.B. No. 24, folio 118.

3. The right to regulate and enforce regulations relating to the conduct of persons using the areas of beach and shore in the Subdivision Known as Cove Point Beach.

TO HAVE AND TO HOLD unto the party of the second part, subject, however, to the following conditions and restrictions:

1. None of the above described property shall be subdivided or sold or used for any purpose other than the general use by the owners of lots in the Cove Point Beach Development and members of the Grantee, Cove Point Beach Association, Inc.

2. Nothing 'which would adversely effect the riparian rights of the property herein described shall be done without the written permission of the within Grantors being first had and obtained.

[LIBER 54 PAGE 460]

3. None of the rights for property herein described shall be sold, conveyed, encumbered or assigned by the within Grantee.

4. In the event the within Grantee, Cove Point Beach Association, Inc., shall be dissolved or suffer its charter to be forfeited, all of the rights, privileges and estates herein granted shall thereupon terminate and revert back to the Grantors or their heirs or assigns.

WITNESS the hands and seals of the parties.

WITNESS:

_____(Seal)
Sarah Catherine Glascock

_____(Seal)
W. Bedford Glascock

COVE POINT BEACH ASSOC., INC.

SECRETARY

BY: _____
PRESIDENT

STATE OF MARYLAND, COUNTY OF CALVERT, to
wit:

**DEED CONVEYING TITLE TO SUBDIVISION SHORE
AND BEACH TO COVE POINT BEACH
ASSOCIATION, INC.**

[LIBER 158 PAGE 576]

THIS DEED, Made this 15th day of June, 1973,
by and between Sarah Catherine Glascock and W.
Bedford Glascock, her husband, parties of the first part,
and Cove Point Beach Association, Inc., a body
corporate of the State of Maryland, of the second part.

WITNESSETH, that in consideration of the sum
of ten (\$10.00) Dollars, and other good and valuable
consideration, receipt of which is hereby acknowledged,
the parties of the first part do hereby grant, convey and
assign to the party of the second part the following
described land, rights and privileges:

1. The right to enforce all of the covenants,
agreements and privileges reserved by the parties of the
first part in deeds to lots in the Cove Point Subdivision
pertaining to the control of the shore and beach as
shown on any of the hereinafter referred to lots.

2. The fee simple title to the shore and beach,
as shown on plats of Cove Point Beach, recorded in
Liber A.A.H. No. 1, folio 40, excepting, however, all land
lying southwest of the northernmost boundary of Park
Drive extended to the Chesapeake Bay, Liber A.A.H. No.
1, folio 46, Liber A.A.H. No. 1, folio 85, Liber A.W. IL No.
1, folio 62, subject, however, to the rights of ingress and
egress contained in deeds to properties in said
Subdivision, and the right to erect piers extending in the
water in front of Blocks "A", "B", "C", "L", "M", "R", "S",
"AA", and "BB".

3. The right to regulate and enforce regulations
relating to the conduct of persons using the areas of

beach and shore in the Subdivision known as Cove Point Beach.

TO HAVE AND TO HOLD unto the party of the second part, subject, however, to the following conditions and restrictions:

1. None of the above described property shall be subdivided or sold or used for any purpose other than the general use by the owners of lots in the Cove Point Beach Development and members of the Grantee, Cove Point Beach Association, Inc.

2. Use of the shore and beach and ingress and egress over same to the water by the Grantors, their heirs [S.C.G., W.B.G., B.C.W. Jr., and H.K.T.].

3. None of the rights for property herein described shall be sold, conveyed, encumbered or assigned by the within Grantee.

4. In the event the within Grantee, Cove Point Beach Association, Inc., shall be dissolved or suffer its charter to be forfeited, assign, encumber or convey said property, all of the rights, privileges and estates herein granted shall thereupon terminate and revert back to the Grantors or their heirs [S.C.G., W.B.G., B.C.W. Jr., and H.K.T.].

[LIBER 158 PAGE 577]

WITNESS the hands and seals of the parties.

ATTEST: COVE POINT BEACH ASSOCIATION, INC.

SECRETARY By: _____
PRESIDENT

WITNESS: _____(Seal)
Sarah Catherine Glascock

As To Both W. Bedford Glascock _____(Seal)

STATE OF MARYLAND, COUNTY OF CALVERT, to
wit:

I HEREBY CERTIFY, That on this 15th day of
June, 1973, before me, the subscriber, a Notary Public
of the State of Maryland, in and for the County of Calvert
aforesaid, personally appeared Sarah Catherine
Glascock and W. Bedford Glascock, her husband, the
above named grantors, and they acknowledged the
foregoing Deed to be their act.

AS WITNESS my hand and Notarial Seal.

Notary Public

STATE OF MARYLAND, COUNTY OF CALVERT, to
wit:

I HEREBY CERTIFY, That on this 23rd day of
June, 1973, before me, the subscriber, a Notary Public
of the State of Maryland, in and for the County of Calvert
aforesaid, personally appeared Bennett C. Whitlock and
Helen K Thomas, CPBA, Inc., President and CPBA, Inc.,
Secretary respectively of Cove Point Beach Association,
Inc., a body corporate, and acknowledged the foregoing
Deed to be their act.

AS WITNESS my hand and Notarial Seal.

Notary Public

