

**AMENDMENT TO  
COLONIAL CHARLES  
COMMUNITY CONSTITUTION**

(Declaration of Covenants, Conditions, Easements and Restrictions)

**EXPLANATORY STATEMENT:** On or about October 13, 2005, the Community Constitution for Colonial Charles Subdivision, governed by the Colonial Charles Community Association, Inc. was adopted by Charles Retreat, LLC, a Virginia limited liability company, the Community Founder, and recorded among the Charles County Land Records in Book 05486, pages 0121 *et seq.* By Consent Order Appointing Receiver Of Property filed November 15, 2010 in the Circuit Court for Charles County, Maryland, Case No. 08-C-10-002777, Mayfield Associates, LLC, a Maryland limited liability company was appointed by the court as Receiver (the "Receiver") with full authority over the property to stand in the shoes of the Community Founder. In accordance with Appendix Two of the aforesaid Community Constitution, Article 15, § 15.1 of the Community Constitution and the aforesaid Consent Order, the Receiver unilaterally amends the said Community Constitution as follows below herein. In the event any provision of this Amendment shall be determined invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provision thereof which can be given effect.

THIS AMENDED AND RESTATED DECLARATION, has been approved this 19<sup>th</sup> day of AUGUST, 20 20, by Jay Gouline, Managing Member, Mayfield Associates, LLC, Receiver, with the knowledge and approval of the Board of Directors of Colonial Charles Community Association, Inc.

NOW THEREFORE the said Original Community Constitution is hereby amended by adding a new Article 17, entitled LEASING OF DWELLING UNIT as follows:

**ARTICLE 17  
LEASING OF DWELLING UNIT**

*Section 17.1. Leases.*

(a) An Owner may sell his Living Unit or any interest therein without the consent of the Association. Living units are for single family residential use. No portion of any Living Unit (other than the entire Living Unit), shall be leased for any period and no transient tenants may be accommodated therein. No Unit or any portion thereof be utilized for hotel purposes or for any short term rental use, nor shall the initial term of any such lease or any extension thereof be for less than six months.

(b) Any Owner who shall lease his Living Unit shall prior to the execution of such lease, forward a conformed copy thereof to the Board of Directors. Any such lease shall contain provisions that the lease is subject to the prior approval of the Board of Directors and that the rights of the tenant to use and occupy the Unit shall be subject to and subordinate in all respects to such provisions of the Governing Documents relating to the use and occupancy of the Property as the Board of Directors may from time to time promulgate. The Board of Directors may require that an addendum to the lease, in a form adopted by the Board, be signed by the leasing Owner and his tenant which addendum may require the payment of rent directly to the Association in the event the Owner is delinquent in the payment of assessments or other charges due the Association and for which a statutory lien has been recorded among the Land Records. A copy of the current Governing Documents for the Association shall be included as an addendum to the lease with an acknowledgment that the tenant has read and accepts the provisions contained therein. The provisions of this Section shall not apply to any institutional mortgagee of any Living Unit who comes into possession of the Living Unit by reason of any remedies provided by law, in such mortgage, or as a result of a foreclosure or other judicial sale or as a result of any proceeding, arrangement, or deed in lieu of foreclosure.

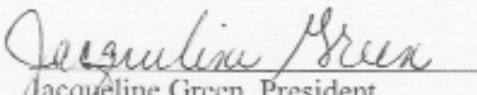
(c) Notwithstanding any other provision of this Community Constitution, not more than five percent of the total Living Units within each type of dwelling unit, i.e. not more than five percent of the single-family detached dwelling units, not more than five percent of the single-family attached townhouse dwelling units, and not more than five percent of the condominium dwelling units within the Association may be leased at any given time. The preceding sentence limiting the number of rentals shall not be enforceable against those Owners of record as of the date of recording of this amendment among the Charles County Land Records (the "Existing Owners"). Upon transfer of ownership by each Existing Owner, the limitation will be enforceable with regard to the transferred Living Unit to the same extent as all Owners. In the event a Unit is owned by a trust, transfer of ownership will be deemed to occur upon the actual transfer of title of the Unit to a new Owner or fifteen years from the date this amendment is recorded among the Land Records of Charles County, whichever first occurs. Upon written request, the Board of Directors in its sole discretion on a case by case basis, may permit leasing of any Unit on a temporary basis for good cause shown or other extenuating and special circumstances. The Board may allow leasing of a Unit in its sole discretion where record title has been conveyed to personal representatives of an Owner's estate or where record title otherwise conveys upon the death of an Owner as circumstances so exist. No Owner, or any person(s) or legal entity(ies) with an ownership, leasehold, controlling, or other interest in a Living Unit, may lease more than

one Living Unit, owned or controlled, in whole or in part, by that Owner, or by any person(s) or legal entity(ies) with an ownership, controlling, leasehold, or other interest in that Unit, at any given time.

**IN WITNESS WHEREOF**, the undersigned, being the Managing Members of Mayfield Associates, LLC, the Receiver with full authority to do so, acknowledges and affirms that the foregoing Amendment to the Colonial Charles Community Code is approves on the date above written and that said Amendment shall take effect when recorded among the Land Records of Charles County, Maryland.

ATTEST:

MAYFIELD ASSOCIATES, LLC  
ON BEHALF OF COLONIAL CHARLES  
COMMUNITY ASSOCIATION, INC.

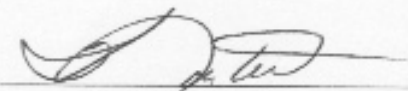
  
Jacqueline Green, President  
Colonial Charles Community Ass'n, Inc.

By:  (SEAL)  
Jay Gouline, Managing Member

STATE OF MARYLAND, CITY/COUNTY OF Charles, TO WIT:

I HEREBY CERTIFY that on this 19<sup>th</sup> day of Aug, 2020, before, me, the subscriber, a Notary Public of the State of Maryland, personally appeared **JAY GOULINE**, the Managing Member of Mayfield Associates, LLC, Receiver Colonial Charles Community Association, Inc., and being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of Receiver on behalf of Colonial Charles Community Association, Inc.

AS WITNESS my hand and Notarial Seal.

 (SEAL)  
Notary Public

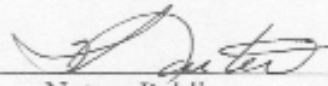
My Commission Expires: 14 May 2024

**THELMA B. CARTER**  
NOTARY PUBLIC  
CHARLES COUNTY  
MARYLAND  
MY COMMISSION EXPIRES MAY 14, 2024

STATE OF MARYLAND, CITY/COUNTY OF Charles, TO WIT:

I HEREBY CERTIFY that on this 19<sup>th</sup> day of Aug, 2020, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared **JACQUELINE GREEN**, the President of Colonial Charles Community Association, Inc., and being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of the Board of Directors for Colonial Charles Community Association, Inc.

AS WITNESS my hand and Notarial Seal.

  
\_\_\_\_\_  
Notary Public (SEAL)

My Commission Expires: 14 May 2024

**THELMA B. CARTER**  
NOTARY PUBLIC  
CHARLES COUNTY  
MARYLAND  
MY COMMISSION EXPIRES MAY 14, 2024

CERTIFICATION

The undersigned hereby certifies that the above instrument has been prepared by or under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland.

\_\_\_\_\_  
Kathleen M. Elmore, Esq.

AFTER RECORDATION, PLEASE RETURN TO:

Kathleen M. Elmore, Esquire  
Elmore & Throop, P.C.  
5 Riggs Avenue  
Severna Park, MD 21146  
[et@elmore-throop.com](mailto:et@elmore-throop.com)

11053.001/000