

2005 Covenant Changes

A copy of the recorded/certified document [[html](#)] [[pdf](#)] regarding these changes, which have been filed with Anne Arundel County, will be mailed to each homeowner to insert into your existing covenants documents. This change document will become a permanent part of the Quail Run Community Association "Declaration of Covenants, Conditions, and Restrictions." They are effective as of November 17, 2005. Homeowners may now submit architectural change applications covered by these changed covenants.

1. **Article VIII Section 5, Temporary Structures and Certain Other Structures** is deleted and the following is inserted in its place:

“No structure of a temporary character, trailer, basement, shack, garage, barn, or other outbuilding permitted to be erected on any Lot shall at any time be used as a residence, either temporarily or permanently. No dog house or kennel of any kind shall be erected on any Lot. Only one, freestanding or attached shed may be erected in the backyard on a Lot and shall (a) be of an architectural scheme consistent with the dwelling in terms of style, color, and material; and (b) have a floor area not in excess of one hundred (100) square feet.”

2. **Article VIII Section 9, Fences and Walls** is deleted and the following is inserted in its place:

“Any fence or wall, excluding landscaping and retaining walls, constructed upon the property shall not extend forward of the front building line of the dwelling, as defined by the plane of the front door, on the lot upon which any such fence or wall is erected. An exception to this requirement shall be made for existing fences that have been located and constructed based on a rear boundary of the dwelling. Each fence or wall shall be erected in compliance with all applicable laws and Article VII hereof, and when erected, shall not interfere with underground or surface utility or drainage structures, pipes or ditches. Masonry, brick, block, stone, chain link, and other wire fencing is specifically prohibited. Chicken wire or other wire mesh shall be permitted along the interior of any fence. No fence shall exceed 60 inches in height, except to the extent that the Anne Arundel county Code requires a greater height for any fence enclosing a pool. “

3. **Article XIII Section 3, Term, Amendment and Termination** is deleted and the following is inserted in its place:

“The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration was recorded, after which time they shall be automatically extended for successive terms of the (10) years each, unless terminated prior to the end of any such term, effective as of the end of such term, by an instrument signed by Members holding at least eighty percent (80%) of the votes appurtenant to each class of membership in the Association (the votes of each class being computed separately). However, except as set forth in Article VIII(1)(c) hereof, this Declaration may be amended at any time by an instrument signed by Members holding at least sixty six and two thirds percent (66 2/3%) of the votes appurtenant to each class of membership in the Association (the votes of each calls being computed separately). Any such instrument shall be recorded among the Land Records of Anne Arundel County. However, this Declaration may not be amended so as to modify, impair, or revoke any right or privilege reserved for the benefit of the Declarant, or so as to impose on the Declarant any obligation which is not also imposed on all Record Owners, without the prior written consent of the Declarant, and no such amendment shall take effect until an appropriate written instrument executed by the Declarant is recorded among the land Records of Anne Arundel County.”