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First GRANTOR

QUEENSFERRY HOMEOWNERS ASSOCIATION INC

First GRANTEE

QUEENSFERRY HOMEOWNERS ASSOCIATION INC

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BYLAWS OF THE QUEENSFERRY HOMEOWNERS' ASSOCIATION

Article I Name

The name of the Association shall be the Queensferry Homeowners Association, Inc.; also known as Queensferry Neighborhood Association.

Article II Objective

Queensferry Neighborhood Association, a non-profit corporation organized and existing under the laws of the State of South Carolina, (the "Association") will act on behalf of and in pursuit of the common good of the lot owners of the Queensferry Subdivision in Florence County, South Carolina. The Association, its officers and members will function to maintain the value, residential character and integrity of the neighborhood; preserve a high standard of its appearance, including the entrances and common areas; promote compliance with neighborhood covenants; and maintain positive relationships with other adjoining properties and associations. All Association activities will be guided by the overriding goal of promoting cohesiveness, friendship, neighborliness, and safe and enjoyable living conditions while protecting and upholding property values.

Article III Definitions

"Common Areas" – entrance areas at Marsh Ave. & Queensferry Rd. and Third Loop Rd. & Highgate St.

"Covenants" – Declaration of Restrictive Covenants and Easements, as amended, filed with the office of the Clerk of Court for Florence County, South Carolina.

"Lot" – any numbered lot designated on the plat of Queensferry Subdivision.

"Member" – a record legal title owner of a Lot, and if a record legal title owner is a trust, corporation, partnership, limited liability company or other similar entity, one person designated by that entity to be the Member lot owner in the Queensferry Subdivision, Florence County, South Carolina.

"Owner" – the record legal fee simple title owner of a Lot, and if a record fee simple legal title owner is a trust, corporation, partnership, limited liability company or other similar entity, one person designated by that entity to be the Owner, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. If there is more than one person, all such persons shall designate one person to be the Owner for the purposes of voting the rights of the Owner.

"Properties" – that certain real property described in the Covenants.

Article IV Dues

Each Lot Owner shall pay annual dues in the amount of \$250.00 per Lot. The dues shall be paid on or before February 1st of each year. The Board of Directors shall have the authority to adjust the amount of annual dues on or before November 1st of the previous year.

Article V Voting Rights

The Owner of each Lot shall be entitled to one vote in Association matters. Fractional voting is not allowed. An Owner's Lot dues must be current for that calendar year to be eligible to vote at any meeting. An Owner may vote by written proxy designating another Owner, and a Member serving on the Board of Directors or a committee may vote by written proxy, designating another Member. All written proxies shall be presented to the meeting's presiding officer or secretary prior to any vote.

Article VI Meetings

Section 1. Annual Meeting

The annual meeting shall be held sometime during the month of February. A minimum of thirty (30) days before the annual meeting, the Board of Directors will announce the date, time and place of the meeting by emailing Members to the last address printed in the current Members' Directory.

Section 2. Special Meetings

Special meetings of the Association may be called at any time by the President; by resolution of the Board of Directors; or upon receipt by the Secretary of a petition signed by at least one-fourth of the Owners. The call of a special meeting shall be by email notice to each Member's email address in the current Members' Directory, stating the date, time, place, purpose and order of business of such special meeting. A minimum of seven (7) days' notice shall be provided.

Article VII Quorum and Procedure

Section 1. Annual and Special Meetings

One-fourth of the Owners shall constitute a quorum at any special or annual meeting.

Section 2. Procedure

Business before the Board of Directors and any committee shall be conducted according to the latest edition of Roberts' Rules of Order when not inconsistent with the Bylaws or Covenants.

Article VIII Board of Directors

Section 1. Nomination, Election and Term of Office

The Board of Directors shall consist of no fewer than five and no more than seven Members, who reside in Queensferry Subdivision.

Nomination for election to the Board of Directors shall be made by a Nominating Committee, appointed by the President. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who must be a member of the Board of Directors, and two more Members of the Association. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, deem appropriate, but not less than the number of vacancies that are to be filled. Nominees to the Board shall be resident Members of the Association. No Owner may have more than one (1) Member on the Board of Directors.

The Directors shall be elected for three (3) year terms. There shall be no prohibition against re-election of Directors.

Section 2. Removal of Directors

At any regular or special meeting of the Association duly called, any one or more of the Directors may be removed, with or without cause, by a vote of 90% of the total Owners present and eligible to vote thereon, and a successor may then and there be elected to fill the remaining term of the vacancy thus created. The notice for such meeting must state that one of the purposes of the meeting is to remove the director. Any Director whose removal has been proposed by an Owner or Owners shall be given an opportunity to be heard at such meeting.

Any director who moves from the Queensferry Subdivision or sells his or her property shall automatically be removed as a director of the Association.

Section 3. Vacancies

Vacancies on the Board of Directors, caused by any reason other than the removal of a Director by a vote of the Owners, shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each Director, thus appointed, shall serve until the next Annual Meeting when a Director shall be elected to complete the original Director's term.

Section 4. Powers and Duties

The Board of Directors shall direct the affairs of the Association and provide continuity of operations between annual meetings. They shall:

- A) elect officers;
- B) form and oversee those committees which they deem necessary to carry out the Association's business;
- C) cause to be kept a complete record of all Board acts and affairs, which shall be available to members upon request;
- D) fix the amount of the annual assessment and communicate by email the amount and due date at least thirty (30) days in advance of the due date;
- E) procure and maintain adequate liability and hazard insurance;
- F) provide liability insurance for directors and employees as it may deem appropriate;
- G) cause the Common Areas to be maintained.

They may:

- H) declare the office of a member of the Board of Directors to be vacant in the event such member is absent from three (3) consecutive regular meetings of the Board of Directors;
- I) employ managers, contractors, or other personnel as they deem necessary and prescribe their duties.

No director shall be compensated for any service he or she may render to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of his/her duties.

Section 5. Regular Meetings

The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members. Regular meetings thereafter shall be held on such dates and at such times and places, but not less frequently than quarterly, as may be fixed from time to time by resolution of the Board. Notice of regular meetings of the Board shall be given to each Director by email or in person at least ten (10) days prior to the day of such meeting.

Section 6. Special Meetings

Special meetings of the Board of Directors may be called by the President upon giving a minimum of seven (7) days' email notification. Special meetings of the Board of Directors may also be called in like manner and on like email request of at least two (2) Directors.

Section 7. Quorum

At all meetings of the Board of Directors, a majority of the qualified Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the entire Board of Directors.

Section 8. Action by Board without a Meeting

The Board of Directors shall have the right to take any action which it could take at a meeting by obtaining the written approval of all Directors thereto. Any action so approved shall have the same effect as though taken at a meeting of the Board. At the next meeting of the Board, the minutes shall reflect such action taken, and the Board may vote to ratify such action.

Section 9. Liability of Directors

To the extent permitted by the laws of the State of South Carolina, no Director or officer shall be liable to any Owner, Member or other third party for injury or damage caused by such Director in the performance of his duties unless due to the willful misfeasance or malfeasance of such Director.

Article IX Officers

Section 1. Number and Election

There shall be elected annually by and from the Board of Directors, a President (who shall also serve as Chairman of the Board), a Vice-President, a Secretary and a Treasurer. The office of Secretary and Treasurer may be filled by the same person. Each term of office shall be for one (1) year. The Directors may also elect, from time to time, other board members to positions as deemed necessary.

Section 2. Removal and Vacancies.

Except as herein provided to the contrary, Board officers shall be elected annually. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time, having given written notice to the Board. A vacancy in any office may be filled by the Board. The Officer elected to such vacancy shall serve for the remainder of the term of the officer he/she replaces. There is no prohibition against re-election of officers.

Section 3. Duties.

The duties of the officers shall be as follows:

A. President. The President shall be the chief executive officer and shall preside at all meetings of the Board of Directors; see that orders and resolutions of the Board are carried out; shall appoint committees as necessary; issue notices to Association Members and Owners, who are in violation of the Bylaws or Covenants, as amended after being commissioned by the Board to do so; co-sign with the Treasurer all promissory notes and similar documents, if any; and shall perform such other duties as may be delegated to him/her by the Board.

B. Vice President. The Vice President shall assume all the duties of the Office of the President in the absence of the President.

C. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board; keep appropriate current records; email notifications to Association members in a timely manner; and perform such other duties as may be required by the Board.

D. Treasurer. The Treasurer shall be responsible for the funds of the Association. The Treasurer shall co-sign with the President all promissory notes and similar documents; maintain full and accurate fiscal accounts and records; present a report of the previous year's expenditures and a proposed budget for the upcoming year; present at minimum quarterly financial reports at Board of Directors' meetings; maintain a current directory of all Association Members, showing their email and cell phone contacts and their eligibility to vote; cause a tax return to be completed each year in a timely manner; deliver a copy of the budget and expenditures to Members upon request, assessing a reasonable charge if any expense is incurred; and shall perform such other duties as may be designated by the Board of Directors.

Article X Committees

The Board of Directors may appoint a Nominating Committee as provided in these Bylaws. They may also appoint an Architectural Review Committee as provided in the Covenants. The Architectural Review Committee is the successor to the Architectural Review Board as identified in the Covenants. In addition, the Board may appoint other committees (*e.g.* Security, Social, Infrastructure, Landscaping) as deemed appropriate in carrying out the purposes and functions of the Association and the Board of Directors.

Article XI Amendments

The Bylaws may be amended at any annual or special meeting by a vote of a majority of a quorum of Owners present or represented by proxy. The proposed amendments must be submitted to the Members by email for consideration at least two weeks in advance of the annual or special meeting at which they are to be acted upon.

In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Covenants and these Bylaws, the Covenants shall control.

Article XII Fiscal Year

The fiscal year of the Queensferry Neighborhood Association shall begin on the first day of January and end on the 31st day of December every year.

Article XIII Miscellaneous Bylaws

The intent of this section is to set out rules and regulations concerning the Queensferry Subdivision and to address Covenants which may no longer be effective due to the passage of time.

Section 1. ANIMALS

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats and other household pets in reasonable numbers as determined by the Architectural Review Committee may be kept, provided that they are not kept, bred or maintained for any commercial purposes and provided that they be kept reasonably confined so as not to become a nuisance. Dogs which are household pets shall, at all times whenever they are outside of the Owner's Lot, be confined on a leash. Without prejudice to the Architectural Review Committee's right to remove any such household pets, no household pet that has caused damage or injury may be walked in the community. No Rottweiler's, Pit Bulls, Doberman Pinchers, horses, mules, ponies, donkeys, cows, swine, pet pigs, or wild animals shall be allowed within Queensferry Subdivision.

All pet droppings must be picked up. They poop; you scoop!

Section 2. AUTOMOTIVE REPAIRS

Automotive repairs shall be limited to one (1) day projects unless the vehicle being repaired is not visible from the front of the lot.

Section 3. CITY ORDINANCES

All City of Florence ordinances will be enforced. Residents are encouraged to call the police (843-669-3911) directly to report any violations of city ordinances.

Section 4. DAMAGE & DESTRUCTION & RENOVATIONS

The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within one hundred twenty (120) days after such damage or destruction, or where repairs cannot be completed within one hundred twenty (120) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within one hundred twenty (120) days after such damage or destruction. Renovations must be completed within one hundred twenty (120) days.

Section 5. DETACHED STRUCTURES

No detached structure shall be placed, erected, allowed, or maintained upon any Lot without the prior written consent of the Architectural Review Committee or its designee. All detached structures must be consistent in design materials and color with the dwelling on the Lot. Detached accessory outbuildings shall not be built in any easement or right-of-way area or closer than three (3) feet to any interior property line or closer to the street than the rear of the dwelling structure or side street setback line. Detached accessory structures must meet the City of Florence Zoning and Building Ordinances.

No used buildings or structures, intended for use as a dwelling, shall be placed on any lot without the written approval of the Architectural Review Committee. No modular houses shall be permitted.

Section 6. DRAINAGE DITCHES

Each owner shall keep drainage ditches and swales located on his lot free and unobstructed and in good repair. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or occupant of any Lot may obstruct or re-channel the drainage flows after the location and installation of drainage swales, storm sewers, or storm drains.

Section 7. DRIVEWAYS

All driveways must be of concrete, brick or asphalt construction or a combination of all or any two (2) of the above.

Section 8. ENFORCEMENT OF COVENANTS

In the event of a violation of these covenants by the purchaser of any Queensferry property, their heirs, successors or assigns, the Queensferry Neighborhood Association Board as well as any member of the Association shall have the right to enforce these restrictions and covenants by proper proceedings at law or in equity, either to restrain violation or to recover damages or both, against the person(s) violating or attempting to violate any of these covenants.

Section 9. FENCES

No fence shall come closer to the street than the rear building line of the dwelling structure and on corner lots, no fence shall be nearer to the side street than the side street building line. Except for fences that border Third Loop Road, no fence shall be higher than five (5) feet unless approved by the Architectural Review Committee; fences which border Third Loop Road may be up to eight (8) feet tall, and the columns which support the fence may be up to eight and a half (8.5) feet tall. There shall be no chain-link, wire or metal fences. All fences must be approved by the Architectural Review Committee in advance of being constructed. Front yard fences must be also

approved by the Architectural Review Committee for landscape purposes and provided the same blends with main structure of residence.

Section 10. GARAGES

Garages shall not open to the front and must be entered from the side or rear of the single-family dwelling. All garages must have garage doors. There shall be no carports. Detached garages must be approved by the Architectural Review Committee.

Section 11. GARBAGE & REFUSE

No owner shall burn trash, garbage or other like household refuse nor shall any owner accumulate on his lot abandoned or junked vehicles or litter, refuse, or garbage except in sanitary receptacles provided for such purpose. No Lot shall be used or maintained as a dumping ground for rubbish. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 12. GUNS

The use of firearms in the community is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and small firearms of all types.

Section 13. LANDSCAPING / TREES

All property located at street intersections shall be so landscaped as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain at any corner where this would create a traffic or sight problem.

No trees shall be cut or demolished in the 15-foot drainage easement that is to be maintained as a natural buffer along the rear of the following lots: 23, 24, 61, 62 and 63 and the east side of 25 and the west side of 36.

The requirement of seeking approval from the Architectural Review Committee to remove any tree with a diameter greater than 4" is removed because the neighborhood is sufficiently grown out.

Section 14. LIMITED ACCESS

There shall be no access to any lot on the perimeter of the Development except from the designated streets or roads within the Development. No lot can be accessed from Third Loop Road. The Developer, its successors and assigns may convert a Lot or a portion of a Lot to a road for purpose of ingress and egress to the Development.

Section 15. MAILBOXES

All mailboxes are to be constructed of a material the same as the single-family dwelling and must be approved by the Architectural Review Committee with all newspaper and mail receptacles enclosed within.

Section 16. MAINTENANCE

All lots, whether occupied or unoccupied, and any improvements placed thereon shall at all times be maintained in such manner as to prevent their becoming unsightly, unsanitary or a hazard to health or a fire hazard.

Section 17. MOTORCYCLES

No motorcycle may operate within the Queensferry Subdivision unless the same be fully street licensed, including, but not limited to, brakes, lights, license plates, insurance, registration and/or other requirements for the State of South Carolina.

Section 18. SATELLITE DISHES

No satellite dishes shall be erected in a front yard or a side yard which faces a street, and in no case one that is visible from the street, which size shall not exceed 24 inches in diameter. No antennas shall be allowed that are visible from the street and must be approved by the Architectural Review Committee.

Section 19. SIGNS

No permanent sign shall be displayed on any lot.

Section 20. SWIMMING POOLS

Swimming pools and other recreational facilities, including any type of outbuildings used in connection with such facilities must be approved in writing by the Architectural Review Committee. There shall be no above ground swimming pools located in Queensferry Subdivision.

Section 21. TRACTORS, TRAILERS, TRUCKS & BOATS

No trucks of more than three-quarters ton (3/4) capacity, except for construction-related vehicles during construction of approved buildings, shall be parked on any lot or adjacent thereto. Neither shall any tractors or tractor equipment be parked for any length of time on any lot or adjacent thereto. Travel trailers and motor home vehicles shall not be occupied while parked on any lot nor connected to gas, electric, water or fuel lines. Parking of travel trailers, motor home vehicles, and boats shall be permitted only when such vehicles are parked in such a way that they are not visible from the center portion of the front of the lot.

Section 22. USE

All Lots shall be used for single-family residential purposes exclusively. No business or business activity shall be carried on or upon any Lot at any time. No part of any lot shall be used for any church, school, daycare facility or other public purpose in such a way that members of general public are permitted and encouraged to attend as a group.

No trailer, mobile home, basement, tent, shack, garage, garage apartment, barn or other outbuilding shall be used at any time as a residence, temporarily or permanently, nor shall any residence of a temporary nature be permitted.

No noxious or offensive activities or nuisances shall be permitted on any lot.

ARTICLE XIV ARCHITECTURAL REVIEW COMMITTEE GUIDELINES

Section 1. PURPOSE

The function of the ARC is to review plans for proposed construction within the Queensferry Subdivision and recommend action to the Queensferry Neighborhood Association Board of Directors, which will approve/not approve the proposed plans.

Section 2. PLANS

No dwelling, garage, driveway, fence, outbuilding or addition/exterior alteration shall be erected upon any lot until plans for such have been approved by the Queensferry Neighborhood Association Board of Directors. Two (2) sets of plans and specifications by a registered land surveyor or engineer must be submitted to the ARC which show the size, location on the lot, type and style of architecture, including all exterior elevations and views of the dwelling, materials of construction, color scheme, lot grading plan, and the first-floor elevation of the dwelling in relation to the street curb elevation. The ARC will review the proposed plan as to conformity with Queensferry Subdivision covenants and restrictions and the harmonious relationship to surrounding lots and dwellings within the Queensferry neighborhood. The ARC and the Queensferry Board of Directors will approve/disapprove such plans within 30 days of submission. If approval/disapproval is not given within 30 days, the owner may proceed with construction as proposed. Plans must comply with all city, county, DHEC and other applicable ordinances and regulations.

- A. Detached Structures:** see Article XIII, section 5.
- B. Dwelling Size:** No single-family dwelling shall be constructed with less than two thousand six hundred (2600) square feet of living space in the case of a one-story dwelling. Any two-story dwelling shall not be constructed with less than one thousand three hundred (1300) square feet of living space on the first floor. The minimum space shall not include porches, carports, garages, unheated storage rooms, or breezeways.

- C. **Easements:** All property lines and drainage, water, sewer, utility and Progressive Energy easement areas shall be kept free and open and no fences, hedges, walls, or structures of any kind shall be permitted thereon without approval of the Architectural Review Committee and the holders of the said utility easement.
- D. **Setbacks - Corner lot line:** As shown on plat of Queensferry Subdivision by Ervin Engineering Co., Inc., dated September 16, 1998 and revised May 18, 1999.
- E. **Set-backs - Frontline:** As shown on plat of Queensferry Subdivision by Ervin Engineering Co., Inc., dated September 16, 1998 and revised May 18, 1999.
- F. **Setbacks - Interior lot line:** Ten (10) feet from any side lot line with a combination of both sides to be not less than twenty-five (25) feet.
- G. **Setbacks - Rear lot line:** Thirty (30) feet from the rear lot line.
- H. **Setbacks – Porches & Carports:** Porches and carports shall be considered a part of the building in determining set-backs. Eaves and steps shall not be considered a part of the building; provided, however, that such features shall not project by more than two (2) feet across any required set-back line.
- I. **Used Buildings:** see Article XIII, section 5.

Section 3. CONSTRUCTION CREW INSTRUCTIONS

Working hours are 7:00 A.M. to 7:00 P.M., Monday through Saturday. Building sites must be kept in a neat and orderly manner. No on-site burning is permitted. An on-site portalet is required.

One sign 18" X 24" denoting the contractor and one sign 18" by 24" denoting the realtor if applicable are permitted to be displayed on individual lots. It is the responsibility of the general contractor to ensure that workers stay within their area of work. Loud radios or tape machines are prohibited. Each lot owner shall be responsible for any damage to curbs, utility connections, underground facilities or streets caused by the lot owner, or his agents, servants, employees, contractors, subcontractors or material suppliers.

Section 4. DRIVEWAYS

See Article XIII, section 7.

Section 5. FENCES

See Article XIII, section 9.

Section 6. GARAGES

See Article XIII, section 10.

Section 7. MAILBOXES

See Article XIII, section 15.

Section 8. SATELLITE DISHES

See Article XIII, section 18.

Section 9. SEWAGE DISPOSAL

There shall be no sewage disposal from any lot save by public sewer or such other method approved by the City of Florence.

Section 10. SWIMMING POOLS

See Article XIII, section 20.

Section 11. DAMAGE & DESTRUCTION

See Article XIII, section 4.

Section 12. LIABILITY OF ARC

Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications, the Architectural Review Committee assumes no responsibility thereof, nor for any defect in any structure constructed from such plans and specifications. Neither declarant nor the Architectural Review Committee shall be liable in damages to anyone submitting plans and specifications for approval, or to any owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every owner agrees that such person or owner will not bring any action or suit against declarant, the Association, the Board, the Board's designee, or the officers, directors, Members, employees, and agents or any of them to recover any damages and hereby releases, remises, quitclaims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

AMENDMENTS

2.26.23 – Added to ARTICLE XIII, Section 4. DAMAGE, DESTRUCTION & RENOVATIONS - Renovations must be completed within one hundred twenty (120) days.

- Added to ARTICLE XIII, Section 9. FENCES - Except for fences that border Third Loop Road, no fence shall be higher than five (5) feet unless approved by the Architectural Review Committee; fences which border Third Loop Road may be up to eight (8) feet tall, and the columns which support the fence may be up to eight and a half (8.5) feet tall.

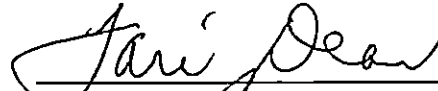
- Added to ARTICLE XIII, Section 21. TRACTORS, TRAILERS, TRUCKS & BOATS - Parking of travel trailers, motor home vehicles and boats shall be permitted only when such vehicles are parked in such a way that they are not visible from the center portion of the front of the lot.

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We attest that the above constitutes the Bylaws of the Queensferry Homeowners Association duly amended and adopted at the annual meeting of the Queensferry Homeowners Association on February 26, 2023.

Queensferry Homeowners Association

By:

  
Tari Dean, President

By:

  
Robert Gokey, Secretary