

CAPE ST. CLAIRE IMPROVEMENT ASSOCIATION, INC.

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made on the date hereinafter set forth by the CAPE ST. CLAIRE IMPROVEMENT ASSOCIATION, INC. ("Association") and is intended to amend and replace, in their entirety, the DEED AND AGREEMENT recorded in the Land Records for Anne Arundel County at liber 528, folio 6.

WITNESSETH

WHEREAS, certain real property located within Cape St. Claire has heretofore been subject to the Deed and Agreement recorded on or about June 14, 1949, among the Land Records for Anne Arundel County at liber 528, folio 6.

WHEREAS, Section 11B-113.3 of the Maryland Homeowners Association Act of the Real Property Article of the Annotated Code of Maryland became effective on October 1, 2018, and subsection (b)(2) thereof provides:

Notwithstanding the provisions of a governing document, the governing body of a homeowners association may delete a recorded covenant or restriction that restricts ownership based on race, religious belief, or national origin from the common area deeds or other declarations of property in the development without approval of the lot owners;

WHEREAS, on November 12, 2018, at a meeting of the Association's Board of Governors, the Board of Governors expressed the desire to delete Paragraph 6 of the covenants, conditions, and restrictions set out in the Deed and Agreement and record amended and restated covenants, conditions, and restrictions in the Land Records for Anne Arundel County to reflect said deletion;

WHEREAS, at said meeting, the Board of Governors passed a motion to delete Paragraph 6 of the covenants, conditions, and restrictions of the Deed and Agreement and record amended and restated covenants, conditions, and restrictions in the Land Records for Anne Arundel County;

NOW, THEREFORE, the Deed and Agreement is hereby amended and restated to provide as follows:

1. All lots herein conveyed shall be for residential use only and not for purposes of any trade or business whatsoever. Structures erected on any one lot shall consist of the main dwelling or residence for the occupancy of one family only, together with a private garage and other structures appurtenant to the main residence or to be used in connection therewith.
2. No residence, dwelling, garage or other structure appurtenant to the residence shall be erected or built on said land nor shall any addition to or change or alteration therein be made, until the plan and specifications for such structure or alterations and location thereof are submitted to and approved by The River Bay Company or its successors in the ownership or development of the entire tract, or its duly authorized agents, and until the owner has complied with the Anne Arundel County Building Code. Written permission must be obtained from the Company to locate, construct or maintain fences, walls, hedges, buildings, outbuildings or other structures.
3. All detached garages and other outbuildings of any kind whatsoever shall be in the rear of the dwelling but shall not be within ten (10) feet of the rear boundary of the lot nor within ten (10) feet of the dividing lines of said lot.
4. (a) No building, dwelling, structure or part thereof shall be erected or maintained on any lot within twenty-five (25) feet of its front boundary line nor within fifteen (15) feet of its rear boundary line, nor closer than fifteen (15) feet to any road, unless otherwise designated and approved by the Company.

(b) Free and open spaces shall be left on both sides of every building, structure, dwelling, or part thereof, erected on the said lot, which free and open spaces shall extend the full length of all lots and shall be not less than ten (10) feet in width from the dividing lines of said lots.

(c) Steps, uncovered porches and terraces which are part of or adjacent to the main building, and no part of which is more than three (3) feet above the level of the first floor of the main dwelling, may be built and maintained on any part of the spaces mentioned in this paragraph 4 subsections (a) and (b).
5. No trees shall be cut and no excavations shall be made on the premises except for building purposes and at the time when building operations are commenced, and no earth or sand shall be removed from the premises except as a part of such excavations.
6. [DELETED IN ITS ENTIRETY.]

7. No privy of any kind shall be allowed on said property but each house shall have inside toilets with adequate water supply and septic tank installation for disposal of sewage approved by the Maryland State Board of Health.
8. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done or kept thereon which may be or become any annoyance or nuisance to the neighbors.
9. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.
10. In order to preserve or improve the views of land and water, hills and valleys, obtainable on and from the various lots shown on the said Plat, and to promote the free movement of breezes and prevent the harboring places for flies, mosquitos and other insects, the Company reserves the right to trim any trees or shrubbery now or hereafter standing in said tract which may, in its opinion, destroy or interfere with such views or the free movement of breezes, or furnishing harboring places for flies, mosquitos or other insects.
11. (a) It is hereby expressly stated and provided that nothing herein contained shall constitute a dedication of any road, beach, park, lake or pond, the title to all such roads, beaches, parks, lakes and ponds being hereby expressly reserved to the Company, nor shall any deed from the Company hereafter made, conveying any part of its land heretofore mentioned, be held to convey the title to or to dedicate the bed of any road, beach, park, lake or pond, except when expressly so conveyed or dedicated in the deed. The Company hereby expressly reserves all riparian rights appurtenant to any of the land it now owns or hereafter acquires and develops as part of Cape St. Claire, or as shown on Plat C and Revised Plat C Persimmon point.

The Company hereby gives and grants to each owner hereby or hereafter acquiring title to any of its land included in the general development of Cape St. Claire, the right to such use of the roads reserved and set aside on Plats of Cape St. Claire, herewith or hereafter recorded, as may be reasonably necessary for reasonable and convenient ingress to and egress from the land belonging to such owner; but, subject to such user by said owners, the Company expressly reserves to itself the title to both the surface and beds of all said roads, and the right to use and occupy the same or to allow others so to do, in such manner as it may see fit, and it further expressly reserves the exclusive right at any time to grade, change the grade of, regrade, change the location of, close or partly close any road in Cape St. Claire, but no change of location or closing shall be made that will prevent reasonably convenient ingress or egress to or from or take any portion of any lot sold by the Company prior to such change of location or closing.

(b) All property on said plats number 1 and number 2 of Cape St. Claire, as well as all property on revised plat C Persimmon Point and on all future plats of Cape St. Claire to be hereinafter recorded, marked "Community Park – property owners only" or "Community Beach – property owners only" and other similar designations is and shall be reserved, held and set aside as private beaches and parks for the joint use and benefit in common for the owners or lots shown on Plat No. 1 and Plat No. 2 of Cape St. Claire and for the owners of lots shown on all other Plats of Cape St. Claire to be hereafter filed as part of the development of Cape St. Claire whose lots are hereafter conveyed by the Company, or its successors, subject to the covenants, restrictions, provisions, etc. of this Deed and Agreement, or to a deed or agreement containing similar covenants, restrictions, provisions, etc.; as well as for the joint use and benefit in common for the occupants of land shown on the Plats of Persimmon Point heretofore mentioned in the second recital herein or on any revised plats thereof to be hereinafter filed, whose lots are made subject to the covenants, restrictions, provisions, etc. of this Deed and Agreement, or to a deed and agreement containing similar covenants, restrictions, provisions, etc. regardless of whether such owners have heretofore or hereinafter purchased such lots from the Company. The Company retains full right and authority to prescribe from time to time the manner of use of such community parks and beaches and the kind and character of any structure or objects which the Company may permit on such property. The Company hereby expressly reserves all riparian rights appurtenant to any land bordering on any body of water surrounding any of the lots it now owns or hereafter acquires for development as part of Cape St. Claire or as shown on Plats of Persimmon Point, subject to the rights hereinabove granted to purchasers of said lots.

12. The Company hereby reserves the right in its absolute discretion at any time to annul, waive, change or modify any of the restrictions, conditions, covenants, agreements or provisions contained herein, as to any part of said tract then owned by the Company, and with the consent of the owners as to any other land, included in said tract; and shall have the further right before a sale to change the size of, locate or relocate any of the lots shown on any of the aforesaid plats, or to subdivide any of such lots with roads for ingress or egress.
13. Easements and rights of way are hereby expressly reserved in and over the strips of ground five feet in width along the rear line of the lots for the purpose of erecting, constructing and maintaining wires and the necessary or proper attachments in connection therewith for the transmission of electricity and for telephones and other public utilities or functions and the Company, its successors, assigns, or nominees shall have the right to enter upon said reserved strips of land for any of the purposes for which said easements and rights are reserved as above set forth.
14. The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the Company, or the owner of any land included in said tract, their respective personal representatives, heirs, successors, and assigns, and failure by the Company or any land owner to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the

right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto; and the declared invalidity of any one or more of the provisions herein shall not affect the validity of the others.

15. Any or all of the rights and powers, titles, easements and estates reserved or given to the Company in this agreement may be assigned to any one or more corporations or associations that will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purposes of evidencing its acceptance of such rights and powers; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Company, the Company thereupon being released therefrom.
16. For the purpose of creating and maintaining a fund to be known as the maintenance fund the owner of each lot subject to this Deed and Agreement, shall pay to The River Bay Company, its successors or assigns, on March 1st of each year the sum of Ten (\$10) Dollars for each lot so owned, which said sum shall be a lien on the land until paid. The maintenance fund shall be used for construction, improvement, maintenance, lighting and repair of streets, parks and beaches in the subdivision, and for expenses incident to the examination and approval of plans as herein provided, and to the enforcement of the restrictions, conditions, covenants, easements, charged and agreements herein contained. The Company does not guarantee the sufficiency of the maintenance fund for the aforesaid purposes, and the Company does not guarantee to construct, maintain, light or repair any roads. The Company does, however, agree to expend all of such maintenance fund solely for the aforesaid purposes, less a charge of 15 per cent of the amount of all expenditures made by it from such fund to defray its overhead and office expenses.

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