

THIS INSTRUMENT DATED THE 20 DAY OF NOVEMBER 1984, AMENDS AND MODIFIES A CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RELATING TO THE SUBDIVISION OF PROVIDENCE, ANNE ARUNDEL CO., MD.

THE PROVIDENCE CLUB, INC., COVENANTS, CONDITIONS AND RESTRICTIONS

Whereas, any and all of the rights and powers which had been reserved or given to the developers of the subdivision known as Providence recorded in the land records of Anne Arundel County in plat records, Plat 1 and Plat 2, Book 32, pages 27 and 28 and hereinafter referred to as subdivision, by the declaration of covenants recorded in the land records of Anne Arundel County, Liber 1684, Folio 151 (August 5, 1963) and by the powers of the irrevocable trust, Liber 1727, Folio 137 (January 23, 1964) were transferred to the Providence Club, Inc., incorporated in the state of Maryland, and hereinafter referred to as the Corporation by the instrument of amendments and modification, recorded in the land records of Anne Arundel County, Liber 3611, Folio 508 (July 13, 1983) with an expressed purpose of transferring the covenant right of the developer to the Corporation.

Whereas, the Corporation holds title for the subdivision lot owners to Parcels A, B and D under deeds recorded in the land records of Anne Arundel County, Liber 2373, Folio 225 (November 10, 1970) and Liber 2442, Folio 828 (September 27, 1971). Parcels A and B generally run along Mulberry Hill Road and behind lots 1 to 11 and 18, 19, 25, 26, 27. Parcel D encompasses the land housing the Corporation clubhouse, swimming pool, yacht basin, parking areas and recreational areas.

Whereas, the undersigned lot owners in the subdivision desire to amend the covenants, conditions and restrictions herein referred to that were adopted for the purpose of protecting the interests of lot purchasers in said subdivision and to make certain that the restrictions shall apply uniformly to all 78 lots.

Now, therefore, the owners of lots in the subdivision hereby amend by at least a two-thirds majority, as is manifested by their signatures and seals, the previously cited covenants, conditions and restrictions and declare the following covenants, conditions and restrictions which shall be binding on all owners of lots in the subdivision.

1. All owners of improved lots in the subdivision shall be members of the Providence Club, Inc., thereby subject to the rights and obligations of such membership as set forth in this instrument and in the By-Laws of the Corporation.

2. The Corporation, through its Board of Directors, shall administer all property owned by it. It shall have the right to charge all owners of improved lots an annual assessment payable by January 31 of each year. This assessment shall be in an amount which has been approved by the majority of its members present and voting, or represented by signed proxy at an annual meeting held prior to the assessment date. Such assessment if unpaid shall become a lien on the property of the delinquent member.

3. The funds raised by these assessments shall be used for the maintenance and enhancement of the common areas of the subdivision including parcels A, B and D and the entryway; for the activities of the CORPORATION, and for the benefit and general welfare of the subdivision.

4. The Board of Directors of the Corporation shall have the right to enforce these covenants and the Corporation By-Laws. All of the covenants, agreements and restrictions herein, shall run with the land and shall be in perpetuity; provided, however, at any time a two-thirds majority of the recorded owners of the lots within this subdivision may amend, cancel, annul or abrogate any/or all of these covenants by a writing duly executed and properly recorded among the land records of Anne Arundel County.

5. No lot owner shall interfere with the easements and rights of way which were expressly established in and over strips of land 10' in width along and within all rear boundary lines of all lots and a strip of land 10' in width along all side boundary lines and a strip of land 15' in width along all front boundary lines for the purpose of entering on and installing and/or maintaining or licensing others to enter and install an/or maintain wires, poles, pipes, cables, apparatus or drains below, on or above the ground for utility, public or quasi-public use at any time, without permission of the Corporation. Easements were granted to Anne Arundel Co. to lay, construct and maintain sewers, storm drains, water pipes and appurtenances. These easements include the 20' drainage designated Parcel C on Plat 2, land records of Anne Arundel County Liber 2455, Folio 624 (September 2, 1971).

6. Not more than one dwelling per lot to house not more than two families per dwelling shall be allowed. There shall not be erected, converted, permitted, maintained or operated any building or other structure for any purpose other than residential. This prohibition, however, shall not apply to the Providence Club, Inc., in

regard to parcel D of the Providence Plat, which may erect, convert, permit, maintain, or operate any building for purposes, which, in its opinion, is in keeping with the development including the erection and/or operation of playgrounds, swimming pools or community and club buildings.

7. No business or commercial use of any building shall be permitted. This provision is not intended to preclude a professional from having an office in his/her home if its use does not create a nuisance and does not unduly increase traffic to or from the dwelling and is not inconsistent with governmental regulations.

8. No sign of any kind shall be displayed except one sign advertising the property for sale or rent, or signs used by a builder or contractor during building or modification or decoration of a building.

9. a. No building, addition to building, driveway, accessory building, fence, exterior wall or any other structure of any nature whatsoever shall be hereinafter commenced, erected, altered until the complete building plans and specifications, in duplicate, have been submitted to the Corporation and same have been approved in writing as set forth in this section:

b. Plans and specifications shall be complete as pertaining to the design, kind, size, shape and architectural appearance; and also as to harmony of exterior design and color scheme with existing structures in the development. Plans shall include a plot plan showing the size and location of any of the buildings, etc., mentioned above with respect to the lot lines. Plot plans shall also include sufficient data to establish the topographical relationship between the existing grades and proposed finished grades also finished floor and roof line elevations.

c. The Corporation, upon receipt of a written request for approval of plans shall within 30 CALENDAR days approve or disapprove the request in writing, mark the plans and specifications accordingly, return one copy to the applicant and retain one copy for its files. If the Corporation fails to act within 30 calendar days after said plans and specifications have been submitted to it, such approval will not be required and Section 9 of this covenant shall be deemed to be fully met. The Corporation shall not be entitled to any compensation for services performed pursuant to this covenant.

d. After approval has been granted by the Corporation and the owner commences said building, he shall proceed with diligence, weather permitting, and in

any event, shall complete said building within one year of commencement of construction.

e. No boundary fence or wall may be erected until written permission has been secured from the adjoining property owners within the development on whom the fence will bound, and then only upon the written permission of the Corporation. Should the Corporation be of the opinion that the best interest of the community will be served, its written permission alone will suffice. This provision does not apply to the common fence that runs between the individual properties abutting Mulberry Hill Road and Parcels A and B.

10. a. No building, part thereof, or accessory building shall be erected on any part of any lot in the subdivision closer than 25 feet to any road and 8 feet from the division line of any lot without the written permission of the Corporation.

b. On waterfront lots the waterfront side measured at the mean high water mark shall be considered the rear lot line, and the lot at the street shall be considered the front lot line.

c. Clotheslines shall be of the removable type, placed to the rear of the building, no less than 20 feet from the rear lot line and removed when not in use.

11. No trailer, recreational vehicle, basement, tent, shack, garage, barn or other out-building erected or maintained on any lot, shall at any time be used as a temporary or permanent residence, nor shall any structure of a temporary character be used as a residence.

12. No animals or fowl, including, but not limited to, cattle, swine, horses, chickens or ducks shall be kept, housed or bred upon any lot in the subdivision. This covenant is not meant to restrict the ownership of household pets which are not kept for breeding purposes or sale and which in the opinion of the Corporation may not be considered injurious to the health, peace and quiet of the neighborhood. Dogs and cats when off the owner's property shall be on a leash or under the owner's control.

13. No noxious or offensive activity or entertainment shall be carried on any lot nor shall anything be done or permitted thereon which may be or become an annoyance or nuisance to the neighborhood. For the purpose of this section, the term "nuisance" shall include, but not be limited to trash, debris or refuse or by allowing excessive growth of the ground cover, (including but not limited to grass, grains, clover, weeds or vines) or, by open storage of unlicensed or inoperable vehicles.

14. a. No commercial vehicle shall be regularly parked on any lot, in any driveway or any street in this subdivision but shall be parked in a garage or enclosed carport. This parking restriction shall apply to privately owned trailers and recreational vehicles, except boat trailers as set forth in Section 14 b. In addition, on street parking of non-resident vehicles shall not be of an extended duration.

b. No boat trailer or boat shall be stored on any lot unless it is stored in the rear of the house on said lot and such storage is limited to boats sixteen (16) feet in length or less. Any boat or trailer longer than 16 feet shall be stored in a garage, enclosed carport or the community yacht basin.

15. Piers, bulkheads, jetties and/or rip-rap and any construction of any sort, whether on shore or off-shore, may not be built until complete plans and specifications have been submitted to and approved by the Corporation, in writing, in accordance with Section 9.

In general, piers will not be approved unless they conform to the following general specifications and are conforming with all governmental regulations. Piers shall not extend into the water further than 75 feet from the mean high water mark. Head piers build at right angles to the main pier shall not be more than 20' long. Piers shall be a maximum of 6 feet in width. The decks of piers shall be at a maximum height of 4 feet above mean high water. The maximum height of any construction on the piers shall be 3 feet in height above the deck. Tie piles shall have a minimum 9 inch butt diameter. All decking shall employ a minimum of two-by-six lumber.

16. a. All boats berthed at the community piers are governed by the By-Laws and Boating Regulations of the Corporation, subject to review of the Board of Directors, and are restricted to pleasure craft. Boats shall be registered in the name of a member or members of The Corporation or his lessee. Boats berthed at the community pier may not be owned jointly with non-members.

b. Any boat regularly berthed at a private pier shall be operable and be registered in the name of the person or his children occupying the lot from which it originates and shall be restricted to pleasure craft. Not more than two boats shall be regularly berthed on any pier. This limitation is not intended to apply to a dinghy or pram associated with a larger boat.

17. No owner or occupant shall permit the use of any pier, bulkhead or jetty originating on his land or any portion of the land by any other persons for the purpose of ingress or egress to any boat or floating structure with the exception of personal guests arriving or departing by pleasure craft.

18. No plan for filling or dredging of any land beyond the mean high water mark shall be submitted for government approval without the written approval of the Corporation.

19. No light or floodlight other than street lights, shall be operated so as to cast any direct rays of light upon a building on any other lot in this subdivision.

20. It is the intent of these covenants that their terms and provisions shall be enforceable by the Corporation or by any lot owner through proceedings at law or in equity. Failure by any lot owner or the Corporation to enforce these covenants shall not be deemed a waiver of their rights to enforce such covenants thereafter for the same or similar breach as occurring prior or subsequent thereto.

21. The invalidation of any part or portion of any one of these covenants by any court shall in no way affect the remainder of these covenants which shall remain in full force and effect.