



AMENDMENT TO DECLARATION OF RESTRICTIONS

MONTEGO BAY CIVIC ASSOCIATION

EFFECTIVE MARCH 2, 1992

REVISION IN PART EFFECTIVE AUGUST 20, 2005

Montego Bay Civic Association Restrictions

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**AMENDMENT TO DECLARATION OF RESTRICTIONS
MONTEGO BAY MOBILE HOME PARK**

This is to certify that the Declaration of Restrictions of Montego Bay Mobile Home Park recorded among the Land Records of Worcester County, Maryland in Liber No. FWH 252, folio 264, et seq., which said Declaration has been amended previously, has been amended by the affirmative written vote of a majority of record owners of lots in Montego Bay Mobile Home Park and by the express consent of Montego Bay Civic Association, Inc. as follows:

Paragraphs 1 through 14 are deleted in their entirety and the following are inserted in their place.

“1. TERMS:

These restrictions shall affect and run with the land and shall be binding on all owners and all persons claiming under them until January 1, 1995, after which time they shall be extended for successive periods of ten years each, unless an instrument signed by the majority of the then owners has been recorded agreeing to change the restrictions in whole or in part; provided, however, that these restrictions may be amended by the vote of the record owners of the majority of the lots and the express consent of the Board of Directors of Montego Bay Civic Association, Inc. (hereinafter referred to as “MBCA”).

2. EXCLUSIVE RESIDENTIAL USE:

All numbers lots shall be used solely for the maintenance of and occupancy by private residential mobile homes, manufactured homes, or modular homes as defined and regulated by the Board of Directors of MBCA. Except for the requirement of “approved undercarriage and skirting”, all restrictions and requirements for mobile homes shall apply to manufactured and modular homes. In addition, the MBCA Board of Directors may establish such other requirements for manufactured and modular homes as may be desirable or necessary for appearance, uniformity and the general welfare of the Park.

3. SIZE, PLACEMENT AND APPROVAL OF HOMES:

A. No home shall be placed on any lot until it has been approved by MBCA as to size, shape, color, appearance and age. MBCA shall have the right to refuse approval for any home that is not suitable or desirable based upon quality of workmanship, choice of colors, quality or materials, or other aesthetic considerations. (Age – not over 10 years old and HUD approved)

B. No singlewide home shall be permitted that is less than 50 feet in length. No double-wide home shall be permitted that is less than 40 feet in length, unless the MBCA Board of Directors gives written permission based upon a showing of special or unusual circumstances that warrant deviation from this restriction. No homes with a width of more than 24 feet shall be permitted, unless the MBCA Board of Directors gives written permission based upon a showing of special or unusual circumstances that warrant deviation from this restriction. All mobile homes shall be equipped with approved undercarriage and skirting, and skirting shall be installed within 120 days after placement of the mobile home on the lot.

C. No porches, add-ons, additions, or other enclosed or unenclosed structures may be erected in connection with homes on lots until the plans and specifications for such structures are approved in writing by the MBCA Board of Directors. No construction shall begin until such plans and specifications are approved, and there shall not be any deviation from approved plans and specifications without prior written approval of such deviation. MBCA shall review such plans and specifications for approval based upon, among other things, the size, shape, color and construction and the structure's design and location in relation to surrounding structures and topography. The MBCA Board of Directors may consider factors of public health and safety, the effect on the use, enjoyment, and value of the Park and the suitability of the proposed structures with the general aesthetic values of the Park.

D. No owner shall change or alter the location of the concrete patio, concrete walkway, parking area, lamp post, utility building or clotheslines as originally laid out for each lot except with the written permission of MBCA. No home shall be placed within fifteen (15) feet of the front property line of any lot as measured from the base line of the home.

E. To obtain approval for a home or other structure, the owner shall submit to MBCA plans and specifications showing the nature, kind, shape, dimensions, materials, color and age of the home or other structure. The owner shall accompany the plans and specifications with a written request for approval that includes the owner's current mailing address and telephone number. MBCA may request additional information within 10 days of the request for approval. MBCA shall notify the owner of its decision within 10 days from receipt of the original application or within 10 days from receipt of additional information requested.

F. A location survey prepared by a registered surveyor shall be submitted to MBCA and survey markers placed on the lot prior to delivery and placement of a home on any lot.

G. The requirements for MBCA approval are separate and independent from state, county and municipal laws and regulations, which must be complied with by lot owners. Regardless of those laws and regulations, MBCA may impose stricter standards.

H. Any violation of this paragraph 3 shall subject the violating lot owner to a penalty of \$75.00 per day and obligate the violating lot owner to reimburse the Association for all costs, including attorney's fees and litigation expenses incurred by MBCA to enforce this provision. If, within fifteen (15) days after notice from MBCA of a violation, the violating owner has not taken reasonable steps towards the removal or termination of the violation, MBCA, through its agents and employees, shall have the right to enter upon the lot to take such steps as it deems necessary to extinguish such violation and all the costs thereof shall be an additional assessment on the lot.

4. GENERAL PROHIBITIONS AND REQUIREMENTS:

A. No commercial, advertising, "For Sale", "For Rent" or other signs shall be placed on any lot contrary to the MBCA Restrictions Resolution titled "Guidelines for Commercial Signs and Flags for Holding an Open House".

B. No clothes shall be hung out except on clothes lines approved by the MBCA Board of Directors as to type of clothes line and location. (Umbrella Type Clothes Line)

C. Garbage receptacles, at the option of the property owner, may be kept “as is” if kept in good repair.

D. No obnoxious, offensive or illegal activities shall be carried out on any lot and nothing shall be done on any lot that may become an unreasonable annoyance to anyone in the Park.

E. No outside antenna, including satellite dish, shall be erected or maintained on any lot contrary to the MBCA Restrictions Resolution regarding antenna.

F. All tanks to be utilized in connection with a home (such as for holding gas, oil, etc. for heating and cooking) must be installed underground or in a MBCA approved shed and in accordance with fire and building codes.

G. No fences of any type shall be erected or maintained on any lot, except as follows:

- (1) “Living Fences” (plants, trees, shrubs, etc.) are acceptable provided they are not higher than 30 inches.
- (2) “Non-living Fences” existing as of December 31, 1990, are acceptable temporarily. However, they may not be repaired or improved, and they must be removed whenever they become unsightly or ownership of the lots having fences is transferred, whichever comes first. All existing “living fences” as of December 31, 1990, must be reduced to a height of 30 inches or less.
- (3) MBCA may erect fences of any type on its property if deemed necessary by the Board of Directors.
- (4) The MBCA Board of Directors may approve fencing or railing, installed parallel to the water only, for life-safety needs on waterfront lots.

H. Each lot owner shall be responsible for repair and maintenance of all homes and structures on the lot, and each lot owner shall be responsible for keeping the grass, shrubbery and “living fences” on his lot neatly trimmed. Each lot owner shall maintain his lot in a neat, clean, attractive condition.

I. Each lot owner on the water shall be responsible for maintaining the lot’s bulkhead and docks, if any, in good repair.

J. In the event the owner of any lot fails to maintain the home, structures, bulkhead, dock, grass, shrubbery or living fence in the manner required herein, MBCA shall have the right, through its agents and employees, to enter upon such lot and repair, maintain, or restore the lot, home, structures, bulkhead, and dock, and trim the grass, shrubbery or living fence at the expenses of the lot owner. MBCA shall charge the lot owner the reasonable cost incurred by MBCA plus ten percent (10%) administrative charge, and said charges shall become an assessment against the lot and it may become a lien as further provided herein.

K. Any violation of this paragraph 4 shall subject the violating lot owner to a penalty of \$75.00 per day and obligate the violating lot owner to reimburse MBCA for all costs, including attorney’s fees and litigation expenses, incurred by the Association to enforce this provision. If, within fifteen (15) days after notice from MBCA of a violation, the violating owner has not taken reasonable steps towards the removal or termination of the violation, MBCA, through its agents

and employees, shall have the right to enter upon a lot to take such steps as it deems necessary to extinguish such violation and all the costs thereof shall be an additional assessment on the lot.

5. CHARGES FOR WATER, SEWER AND ELECTRICAL SERVICES:

Every lot owner shall pay for all water, sewer, electrical service and other utility charges for his lot, including hook-up charges, front foot benefit charges, maintenance charges and consumption charges.

6. ANNUAL ASSESSMENT:

A. Each lot owner shall pay MBCA an annual assessment as established by the MBCA Board of Directors. Said assessments shall be used by MBCA as necessary or desirable for the administration, management, maintenance, and operation of MBCA. The MBCA Board of Directors is authorized to set the annual assessment as necessary for the foregoing; however, the assessment may not be increased more than ten percent (10%) in any one year unless that increase is approved by majority vote of the membership of MBCA.

B. If any assessment is not paid within 30 days from the due date, a ten percent (10%) late charge shall be added to said assessment. If the assessment and late charge are not paid within 60 days from the assessment due date, the total amount due shall accrue interest at the rate of 18% per annum. The Association shall be entitled to file suit for a money judgment, proceed under the Maryland Contract Lien Act, or take any other action permitted by law against the delinquent lot owner, and said lot owner shall be obligated to pay all costs of collection, including reasonable attorney's fees and litigation costs, incurred by the Association. The obligation to pay attorney's fees and costs of collection shall commence upon referral of the delinquent account to MBCA's attorney, which may be done any time after 30 days from the due date of the assessment.

C. Upon demand, MBCA shall furnish a certificate on the status of assessments and related charges for each lot. MBCA may impose a reasonable charge for the issuance of such certificates. If signed by the proper officer of MBCA, such certificates shall be conclusive evidence of the status of any assessments and related charges stated thereon.

D. Upon the sales and settlement of any lot, the purchaser or his agent shall provide to MBCA the name, address and telephone number of the purchaser and the date of settlement.

7. EASEMENTS:

A. MBCA reserves for itself for purposes of development, maintenance and administration, the following easements and rights-of-way:

- (1) Easements for drainage and for the maintenance and use of underground storm drains as designated on the plats of Montego Bay.
- (2) Easements for water mains, water pipes, and sewer lines as designated on the plats of Montego Bay.
- (3) Easements for underground electrical lines, telephone lines and CATV lines as designated on the plats of Montego Bay.
- (4) Easements for street lights as shown on the plats of Montego Bay.

- (5) Inundation or flowage easement to the high water mark or bulkhead line for all lots adjoining the water in Montego Bay.

B. Easement shall include the right of reasonable access to any of the facilities abovementioned for the purpose of maintaining, inspecting, replacing or repairing same.

8. OWNERSHIP, USE AND ENJOYMENT OF STREETS, PARKS, WATERWAYS AND RECREATIONAL FACILITIES:

A. MBCA hereby reserves all right, title and interest in and to the beds of all streets and alleys as shown on the plats on Montego Bay, to all the pools, playgrounds, recreational buildings, marinas, concession stands, and recreational facilities shown on said plats and including the beds of the basins, marinas, channels and other waterways thereon. Neither the execution or recording of any such plat nor any other act of MBCA is intended to be or shall be construed as a dedication to the public of any of said streets, parks, recreational facilities or other common areas except as specifically noted.

B. The use and enjoyment of the pools, playgrounds, recreational buildings, marinas, concession stands, recreational facilities and other common areas and facilities shall be on such terms and conditions as set forth by MBCA Board of Directors.

C. MBCA reserves all riparian and littoral rights with respect to any lot abutting or contiguous to any basin, lagoon, channel, or waterways within said project, the waters of Assawoman Bay, Fenwick Ditch or any other body of water, whether man-made or natural, except that the owners of lots abutting the basins or channels within the perimeter lines of said subdivision may erect docks from their property provided that the docks do not extend further than a distance of that which may be allowed by law and provided that permission for construction of the same be first obtained from the MBCA Board of Directors and the governmental agencies charged with such construction activity.

D. Notwithstanding the reservation of ownership of the waterways and of the riparian and littoral rights as set forth above, it is hereby declared that MBCA, its officers and directors shall not be liable for loss of property or for damage caused by water, ice, erosion, washing, flooding, storm or other acts of God.

9. RESTRICTIONS BINDING ON ALL OWNERS:

A. The owners of all numbered lots in Montego Bay, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, shall accept such deed or contract upon and subject to each and every one of the restrictions set forth herein and by such acceptance shall, for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree with MBCA and the owners of lots within Montego Bay to keep, observe, comply with and perform said restrictions and agreements.

B. The owners of all numbered lots in Montego Bay hereby assume any risks or hazards of ownership or occupancy that accompany such lot, including but not limited to its proximity to roadways, swimming pools and waterways.

10. ADDITIONAL REMEDIES:

MBCA or any lot owner in Montego Bay may proceed at law or in equity against any person violating any of the restrictions herein contained, and any person violating these restrictions shall be liable for reasonable attorney's fees and litigation costs associated with such legal action. MBCA shall not be liable for damages of any kind, including attorney's fees or litigation expenses, to any party for failure to enforce, abide by or carry out any of the restrictions contained herein. No delay or failure on the part of any aggrieved party to enforce any available remedy with respect to a violation to these restrictions shall be held to be a waiver by that party or act as an estoppel of the party to assert any right available to him upon the continuation or reoccurrence of the violation.

11. INVALIDITY OF COVENANTS:

The declared invalidity of any one or more of the restrictions herein contained, whether in whole or in part, shall not effect the validity of the others, including any parts thereof."

AS WITNESS the hand and seal of Montego Bay Civic Association, Inc. by its proper officer.

ATTEST:

MONTEGO BAY CIVIC ASSOCIATION, INC.

Ruth B. Davis
Secretary

By: John A. Rozankowski
President

STATE OF MARYLAND, COUNTY OF WORCESTER. to wit:

I hereby certify on this 2nd day of April, 1994, before me, a Notary Public for the State and County aforesaid, personally appeared John A. Rozankowski President of Montego Bay Civic Association, Inc., and Ruth B. Davis Secretary of said corporation, and each acknowledged under oath that the foregoing Amendment is the act and deed of Montego Bay Civic Association, Inc., that they signed it as the President and Secretary, respectively, and that said Amendment was duly adopted as stated above and following the affirmative written vote of a major ity of the Board owners of lots in Montego Bay Mobile Home Park.



John A. Rozankowski
Notary Public

My Commission expires: 5-1-97

RESOLUTION

Resolution made this 5th day of January, 1997, by MONTEGO BAY CIVIC ASSOCIATION, INC. through its Board of Directors.

WHEREAS, Montego Bay Mobile Home Park (“MONTEGO BAY”) is subject to restrictive covenants that are recorded among the land records of Worcester County, Maryland, in Liber No. 252 folio 264, *et seq.*, which said restrictive covenants have been amended several times and those amendments are recorded among the aforesaid land records, and

WHEREAS, Paragraph 4E of said restrictions, as amended in October, 1991, states that satellite dishes shall not be erected or maintained in Montego Bay, and

WHEREAS, the Telecommunications Act of 1996 and the Federal Communications Commission rule implementing Section 207 of said Act preempts community association restrictions on certain antennas used to receive video programming services, and

WHEREAS, said rule permits local restrictions that do not impair antennae installation and signal reception, such as restrictions that govern the means, methods and location of antennae installation, and

WHEREAS, Montego Bay Civic Association, Inc. (“MBCA”) wants to establish procedures and guidelines for Montego Bay lot owners who are interested in installing antennas permitted by FCC rules.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of Montego Bay Civic Association, Inc. that in compliance with the Telecommunications Act of 1996 the following antenna configurations may be installed within Montego Bay as herein provided:

1. Only Direct Broadcast Satellite (“DBS”) Multichannel Multipoint Distribution Service (“MMDS”) or broadcast type antennae may be installed, subject to the following:
 - a) DBS type antennae shall be of the satellite dish type and not exceed one meter in diameter.
 - b) MMDS type antennae shall be of the satellite dish type and not exceed one meter diagonally.
 - c) Satellite dish antennae larger than one meter in diameter are prohibited.
 - d) Broadcast antennae shall not exceed the minimum size necessary to achieve reception.
 - e) All other types of antennae are prohibited.

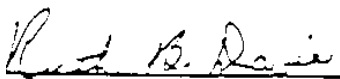
2. Installation of allowable antennae shall conform to the following:
 - a) Mounting shall be toward the rear of the lot not more than 10 feet forward of the rearmost portion of the home. Ground mounted antennae and any other installation must also be within the established zone.
 - b) Masts shall be rated by the manufacturer and installed to withstand any wind force requirements established by competent authority for the Ocean City, Maryland area. Masts less than 12 feet in height are preferable.
 - c) No antennae shall be mounted any higher than is minimally necessary to achieve adequate signal reception.
 - d) Antennae shall be of a color that is neutral or blends into the immediate surrounding area, as determined by MBCA.
 - e) A lot owner shall notify MBCA not less than ten workdays prior to installation that an allowable antenna will be installed on a lot. Notification shall be in writing and include that

street address, date of installation, type antennae being installed, size of antennae, mast height (if applicable), color location of installation on the lot and a copy of any permit that is required by Ocean City. Within five working days of receipt of said notice, MBCA shall issue a permit for installation to any lot owner who meets the requirements provided herein.

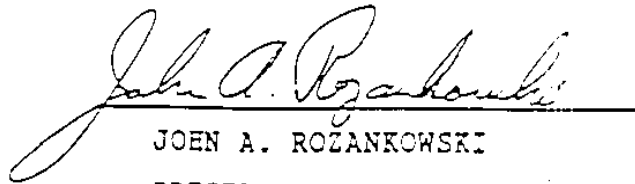
3. Any lot owner, which discontinues DBS, MMDS or broadcast service shall remove the antennae within ten days from the date the service is discontinued.
4. Any antennae that fall into a state of disrepair shall be repaired or removed by the lot owner within ten days after receipt of notice from MBCA.
5. In addition to the requirements set forth by MBCA, lot owner shall also comply with the Federal, State or local laws and ordinances that may be applicable to antennae installation, maintenance or use.
6. No installation of antennae or any type of broadcast dish shall be placed on MBCA common property.
7. It is the responsibility of each lot owner to be familiar with MBCA antennae regulations. Failure to comply with these regulations will result in the owner being required to correct the installation or, if the antenna is not of a type allowed, to remove it.
8. MBCA shall make available a copy of these guidelines to any lot owner who requests it or files a written notice of intention to install an antenna.

ATTEST

MONTEGO BAY ASSOCIATION, INC.



SECRETARY



JOEN A. ROZANKOWSKI

PRESIDENT



RESOLUTION

Guidelines for Commercial Signs and Flags for Holding an Open House

WHEREAS, the Montego Bay Civic Association, Inc. (“MBCA”) Board of Directors (“Board”) has determined that the MBCA Restrictions for “open house” activities and the number and placement of commercial signs and flags in the Park are not being observed by some property owners, realtors, and contractors, and

WHEREAS, the Board is concerned with the amount of effort devoted to problems created by violations of this section of the Restrictions, and the Board wants to reduce such violations and to promote the residential nature of the Park by keeping it as free of excessive commercial advertising as possible.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Montego Bay Civic Association, Inc. that these Guidelines are adopted effective November 7, 2004, as an addendum to the Restrictions, shall be binding upon all lots, and shall supersede the MBCA Guidelines dated August 2, 1998.

1. These Guidelines are limited to four specific issues:

- A. The location and number of “For Sale” or “For Rent” signs on a lot.
- B. The conditions for holding an “open house” to promote its sale.
- C. The conditions under which a contractor may display a commercial sign at a work site.
- D. The location and number of signs that can be displayed at the Montego Bay Realty Office at 108 South Ocean Drive.

2. “For Sale and “For Rent” Signs

- A. Only one sign per inside property or two signs per waterfront (one sign at street side, one sign at waterfront) or corner property (one sign on each corner) are permitted.
- B. The size of the sign will be limited to 24” x 36” or six sq. ft. with no more than two 6” x 24” inserts and set no higher than 18” from ground level. A flyer box, if any, must be attached to the sign.
- C. For Sale/Rent/Sold signs must be removed within 10 days after settlement.

3. “Open House”

- A. The property owner or his agent shall provide the MBCA Board written notification of the intent to hold an “open house”.
- B. The “open house” may be conducted only on Saturdays and Sundays and on federal and state holidays between the hours of 11:00 a.m. and 5:00 p.m. No exceptions will be permitted.
- C. During the holding of an “open house” only one 18” x 24” generic “open house” sign and 3’ x 5’ advertising flag is permitted. However, waterfront lots may have an additional “open house” sign facing the water. Balloons, pennants, banners, etc. and signs advertising the availability of a “free sale lists” or other promotional literature will not be permitted on the lot.

4. Commercial contractor signs

- A. Once the Board has approved plans for the construction, installation, or modification of a residence or other improvement of the lot, the contractor may place a commercial sign at the work site.

B. The sign must conform to the size and location limitations set forth above for "For Sale" signs. The sign must be removed at the completion of the job.

5. Real estate office

A. Montego Bay Realty Office may have one non-illuminated sign of approximately 2' x 2' but not more than 4 square feet at 108 South Ocean Drive. This sign must be attached to or located within the mobile home and shall be for the purpose of identifying the property as the Montego Bay Realty Office.

6. A. Property owners of record are responsible for insuring these guidelines are observed by the owner as well as the owner's agents. Violation of these guidelines will subject the property owner to those penalties stated in paragraph 4 of the Restrictions.
- B. Contractors violating these guidelines shall be subject to a penalty of \$75.00 per day, and the contractor shall be denied future permits until all penalties have been paid. In addition, the park administration may request the property owner, via registered mail, for permission to remove the sign. A negative response or no response within fifteen (15) days after mailing of the notification shall subject the property owner to the penalties stated in paragraph 4 of the Restrictions.

IN WITNESS WHEREOF, Montego Bay Civic Association, Inc. has caused this Resolution to be signed in its name and on its behalf by its president on this 7th day of November, 2004, and its president and secretary acknowledge, under the penalties of perjury, that this Resolution is the act and deed of Montego Bay Civic Association, Inc.

ATTEST:

MONTEGO BAY CIVIC ASSOCIATION, INC.

Andrea W. Abbeccat
Secretary

James M. Walker
President



Marcia K. Edwards
11-07-04

RESOLUTION

Amended Guidelines for Roof Pitch and Roof Dormer Extensions

WHEREAS, the Montego Bay Civic Association, Inc. ("MBCA") Board of Directors ("Board") is concerned with the impact that roof pitches and roof dormers can have on the surrounding homes and the community as a whole and

WHEREAS, the Board approved a motion at its September 5, 2004 meeting specifically enumerating Guidelines for Roof Pitch and Dormers,

WHEREAS, the Board modified the guidelines at its December 7, 2008 meeting,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Montego Bay Civic Association, Inc. that the Guidelines are amended and shall be binding upon any home built or moved into the Park after December 7, 2008:

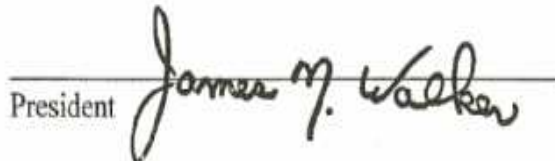
1. No roof pitch shall greater than 7/12 pitch.
2. No home shall have more than four dormers.
3. No dormer shall be wider than 48 inches.
4. No dormer shall have a roof pitch greater than 4/12.

IN WITNESS WHEREOF, Montego Bay Civic Association, Inc. has caused this Resolution to be signed in its name and on its behalf by its president on this 5 day of April, 2009, and its president and secretary acknowledge, under the penalties of perjury, that this Resolution is the act and deed of Montego Bay Civic Association, Inc.

ATTEST:

MONTEGO BAY CIVIC ASSOCIATION, INC.


Secretary


President