

**AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
"SOUTHGATE"**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this Amendment to Declaration") dated this 17 day of NOV., 2005, by FALCON, LLC, a Maryland limited liability company (the "Declarant").

WITNESSETH:

WHEREAS, the Declarant heretofore made, executed and caused to be recorded, a Declaration of Covenants, Conditions and Restrictions for the subdivision in the Second Election District of Calvert County, Maryland known as Southgate (hereinafter called the "Declaration"), which Declaration is dated April 26, 2005, and recorded in Liber KPS No. 2466, folio 417, one of the Land Records of Calvert County, Maryland; and

WHEREAS, pursuant to Article VIII, Section II of said Declaration, the Declaration may be amended by an instrument signed by the Owners of not less than ninety (90%) percent of the Lots in the subdivision known as Southgate; and

WHEREAS, the Declarant is currently the owner of all of the Lots in said subdivision known as Southgate and, as such, has the absolute right to amend the Declaration as herein provided.

NOW, THEREFORE, the Declarant hereby declares that the aforesaid Declaration is hereby amended and modified as follows:

1. The Article of said Declaration which is captioned "USE RESTRICTIONS" and erroneously designated as Article VII (on page 8 thereof) is hereby ~~stricken in its entirety~~ and the following new Article VII-A is inserted in lieu thereof:

**"ARTICLE VII-A
USE RESTRICTIONS**

LA IMPROVE SU	20.00
RECORDING FEE	20.00
TOTAL	40.00
Recd CV02	Recpt # 50725
KPS PNL	Blk # 918
Nov 17, 2005	10:12 am

SECTION I

Permitted Uses. No lot shall be used except for (a) single family residential purposes, (b) a sales office by the Declarant or its designee until such time as all of the Lots have been conveyed to Owners, (c) the storage of construction materials by the Declarant or its designee until such time as all of the Lots have been conveyed to Owners, and (d) the construction of single family Dwellings Units.

SECTION II

Age Restriction. All of the Dwelling Units and Lots in Southgate Subdivision shall, while this Declaration is in effect, be intended and operated for occupancy by older persons within the meaning of the Housing for Older Persons Act of 1955 and Section 807(b)(2)(C) of the Fair Housing Act (42 U.S.C. 3607(b)(2)(C) (the "Fair Housing Act"). The Association shall publish and adhere to policies and procedures which demonstrate the intent required under this Section, and shall further comply with all rules issued by the Secretary of Housing and Urban Development, or such other agency as may from time to time regulate housing for older persons. The following conditions shall apply to all of the Lots and Dwelling Units:

PITROF AND STARKEY, P.C.
Attorneys at Law
30 Industry Lane
Prince Frederick, MD
20678
410.535.0708

(a) Each Dwelling Unit within Southgate Subdivision shall be occupied by at least one Resident who is fifty-five (55) years of age or older. Each Resident shall provide the Association, upon request, with reasonable evidence of proof of age.

(b) All Residents must be eighteen (18) years of age or older.

(c) Guests of Owners or Residents who are under the age of eighteen (18) years are permitted for periods of time not to exceed a total of sixty (60) days for each such guest in any one calendar year. For the purposes hereof, a visit for any portion of a day shall be deemed one of the permitted 60 days for that guest.

(d) If title to a Lot or Dwelling Unit should become vested in any person under the age of fifty-five (55) by reason of descent, distribution, foreclosure or operation of law, the age restriction covenant contained herein shall not work a forfeiture of title, but rather, such person taking title shall not be permitted to reside in such Lot or Dwelling Unit until attaining the age of fifty-five (55), or otherwise satisfying the requirement set forth herein. Notwithstanding the foregoing, the surviving spouse of an owner age fifty-five (55) or older at the time of death may retain the ownership and occupancy of the Dwelling Unit or Lot without regard to the age of such surviving spouse, provided that the continued ownership and occupancy of such surviving spouse shall not violate the requirement of the Fair Housing Act that no less than eighty percent (80%) of the Lots or Dwelling Units be occupied by a person who is fifty-five (55) or older.

(e) The restrictions described above shall be enforceable by the Declarant and the Association, and may be amended by the Board of Directors of the Association, from time to time, in order to maintain compliance with the Fair Housing Act and applicable state and local laws and regulations, so long as the substantive intent as set forth herein is maintained.

SECTION III

Improvements. No Dwelling Unit, accessory building or structure, outdoor recreation equipment, shed, porch or porch covering, garage, trailer, tent, driveway, fence, hedge screen, swimming pool, barn or other structure, either temporary or permanent, shall be allowed, constructed or altered upon any Lot or Dwelling Unit thereon without the plans and specifications of such having been approved by the ARC as to quality of workmanship, design, colors, materials and the harmony of same to the community as a whole. No structure built or placed upon any Lot shall have any part of the exterior (including front door trim) painted unless the proposed colors thereof have been approved by the ARC. Unless approved in writing by the ARC, on a case by case basis, in its sole and absolute discretion, every Dwelling Unit constructed on a Lot shall contain a minimum of one thousand five hundred (1,500) square feet of heated living space exclusive of basement and garage.

SECTION IV

Fences. No fence, wall or similar type structure shall be allowed on any Lot except those approved by the ARC.

SECTION V

Clotheslines. The outdoor drying or airing of clothing, bedding and similar materials shall not be permitted on any Lot.

SECTION VI

Lighting and Wiring; Antennae.

(a) Any exterior lighting on Lots shall be directed downward and shall not be directed outward from, or extend beyond, the boundaries of any Lot. All electrical wiring on any Lot shall be underground.

(b) (i) An Owner may install, maintain and use on its Lot one (or, if approved, more than one) Small Antennae (as hereinafter defined) in the rear yard of a Dwelling Unit on the Lot, at such location, and screened from view from adjacent Dwelling Units in such manner and using such trees, landscaping or other screening material, as are approved by the ARC. Notwithstanding the foregoing terms of this subsection, (A) if the requirement that a Small Antennae installed on a Lot be placed in the rear of a Dwelling Unit would impair such Small Antennae's installation, maintenance or use, then it may be installed, maintained and used at another approved location on such Lot where such installation, maintenance or use would not be impaired; (B) if and to the extent that the requirement that such Small Antennae be screened would result in any such impairment, such approval shall be on terms not requiring such screening; and (C) if the prohibition against installing, maintaining and using more than one (1) Small Antennae would result in any such impairment, then such Owner may install on such Lot additional Small Antennae as are needed to prevent such impairment (but such installation shall otherwise be made in accordance with this subsection). (ii) In determining whether to grant any approval pursuant to this Section, neither Declarant, the ARC nor the Board of Directors of the Association shall withhold such approval, or grant it subject to any condition, if and to the extent that doing so would result in impairment. (iii) As used herein, (A) "impair" has the meaning given it in 47 Code of Federal Regulations Part 1, Section 1.4000, as hereafter amended; and (B) "Small Antennae" means any antennae (and accompanying mast, if any) of a type, the impairment of the installation, maintenance or use of which is the subject of such Regulation. Such antennae are currently defined thereunder as, generally, being one meter or less in diameter or diagonal measurement and designed to receive certain types of broadcast or other distribution services or programming.

SECTION VII

Storm Doors. All storm doors which are attached to a Dwelling Unit shall be made of wood or anodized aluminum and shall be painted the same color as either the door or trim of the Dwelling Unit.

SECTION VIII

Vehicles, Garage Doors. No inoperable vehicle or vehicles on which current registration plates are not displayed, trucks which exceed $\frac{3}{4}$ ton gross vehicle weight, commercial vehicles and vehicles with commercial displays on them, campers, recreational vehicles, boat trailers, horse trailers or other similar vehicles shall be permitted on any Lot unless the same are kept in a fully-enclosed garage. Garage doors on a Dwelling Unit shall be kept closed at all times except as may periodically be required to permit access thereto.

SECTION IX

Off-Road Vehicles. The use or operation of race cars, unlicensed motorcycles, motor scooters, motor bikes, mini bikes, go-carts, four wheelers, all terrain vehicles, and other similar types of motor powered vehicles shall not be permitted on any Lot or any part of the Property at any time. Any such vehicles which are stored on a Lot must be kept in a fully-enclosed garage at all times.

SECTION X

Swimming Pools. In-ground swimming pools shall be permitted on the Lots, subject to the written approval of the ARC. Above ground pools are expressly prohibited.

SECTION XI

Noxious Activities. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

SECTION XII

Signs. No signs except customary "For Rent" and "For Sale" signs not exceeding two (2) square feet in size shall be displayed on any Lot.

SECTION XIII

Animals. No animals or livestock of any kind (except domestic household pets) may be kept, maintained, or bred on any Lot or in any Dwelling Unit or other structure erected thereon. A combined total of not more than 1 dog and 2 cats, or two dogs and 1 cat over the age of 8 weeks may be kept on a Lot provided that they are not kept, bred or maintained for any commercial purpose; and provided further that they are kept in such a manner as to avoid becoming a nuisance to neighbors or adjoining property owners. All such permitted domestic pets shall be maintained under strict adult control at all times.

SECTION XIV

Trash; Rubbish. No Lot shall be used or maintained as a dumping ground for rubbish. Trash shall be stored in closed metal containers or containers constructed of other suitable materials and trash and garbage containers shall not be permitted to remain in public view except on days of trash collection and after 6:00pm on days prior to trash collection. No garbage or trash containers shall be kept on the front or side yard of any Lot and garbage and trash containers kept or maintained in the rear yards of any Lot shall be screened from public view at all times. No incinerator shall be kept or maintained upon any Lot.

SECTION XV

Neat Appearance. Owners shall, at all times, maintain their Lots and all appurtenances thereto in good repair and in a state of neat appearance, including but not limited to, the seeding, watering and mowing of all lawns and yards, keeping all sidewalks, if any, neat, clean and in good repair, and free of ice and snow, the pruning of all trees and shrubbery and the painting (or other appropriate external care) of all structures on the Lot, all in a manner and with such frequency as is consistent with good property management and maintenance. If, in the opinion of the ARC, any Owner fails to perform the duties imposed hereunder, the Association, on affirmative action of a majority of the Board of Directors of the Association, after fifteen (15) days written notice to such Owner to remedy the condition in question, and upon failure of the Owner to remedy the condition, shall have the right (but not the obligation) through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot and the improvements or structures thereon, and the cost thereof shall be a binding, personal obligation of such Owner, as an additional assessment on the Lot.

SECTION XVI

Clearing Prohibited. Except for the removal of diseased or dead trees or debris in existing wooded areas, or the removal of obnoxious weeds, no clearing of the Property or Lots shall be done by any Owner except in conformance with an approved grading and erosion control plans for the site. With the exception of dying or decaying trees, no trees in excess of fifteen (15) inches in circumference may be cut or removed without the prior written consent of the ARC.

SECTION XVII

Lease Agreements. All Lease Agreements with respect to any Lot or any structure located thereon shall be in writing and shall state that the lease agreement is subject to this Declaration. The minimum term of all lease agreements shall be one (1) year. Current copies of any lease must be supplied to the Association. Owners who do not reside on their Lot must provide their current address and phone numbers to the Association.

SECTION XVIII

Day Care, Etc. No childcare facility, nursery school, day care center, school or church of any kind shall be operated or maintained on any Lot.

SECTION XIX

Driveways. All driveways established within Southgate Subdivision shall be constructed of asphalt or concrete as designated by the ARC.

SECTION XX

Easements. The Declarant expressly reserves for itself, its successors and assigns, a 10 foot easement along the front, rear and side lines of each and every Lot for the installation of utilities or other uses deemed by it to be necessary for the service of such Lot or any other Lot and any walls, fences, paving, plantings or other improvements placed thereon by the Owner of the Lot on which such easement lies shall be removed, if required, by the Declarant, or its assigns, at the expense of the Owner of such Lot. This reservation includes the right to re-enter upon any easement for the purpose of locating, erecting, maintaining and constructing any drain, culvert, sanitary or storm sewer, water main, electric and telephone lines, cable television, and other utilities; the Declarant specifically reserving the right to assign any and all easements being hereby reserved.”

2. The capitalized words used in this Amendment of Declaration shall have the same meanings as those same words as defined in Article of the Declaration.

3. The covenants, conditions and restrictions set forth in the Declaration shall remain in full force and effort except to the extent specifically modified by this Amendment to Declaration.

WITNESS the hand and seal of the Declarant on the day and year first above written.

WITNESS/ATTEST:

DECLARANT:

FALCON, LLC

[Handwritten signature]

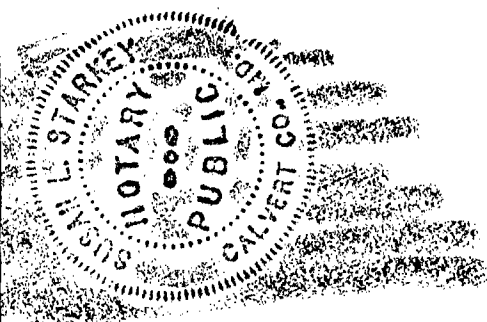
By: *[Handwritten signature]* (SEAL)
GEORGE C. McCULLY, Member

STATE OF MARYLAND, COUNTY OF CALVERT, TO WIT:

I HEREBY CERTIFY, That on this 16th day of November, 2005, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared **GEORGE C. MCCULLY**, who acknowledged himself to be the **Member** of **FALCON, LLC**, and that he as such **Member**, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence the name of the **FALCON, LLC** by himself as such **Member**.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Handwritten signature]
Notary Public
My commission expires:
01-01-07



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CALVERT COUNTY CIRCUIT COURT (Land Records) KPS 2636, p. 0089, MSA_CE4_2755. Date available 12/14/2005. Printed 08/07/2019.