

SECTION II

HISTORY OF CAPE ARTHUR

HISTORY OF CAPE ARTHUR IMPROVEMENT ASSOCIATION

HISTORY OF CAPE ARTHUR WOMEN'S CLUB

HISTORY OF CAPE ARTHUR GARDEN CLUB

BY-LAWS

ASSOCIATION RULES

CAPE ARTHUR PATROL (CAP)

CAPE ARTHUR RESTRICTIONS (COVENANTS)

HISTORY OF CAPE ARTHUR

Beautiful trees and sandy beach combine to make Cape Arthur a wonderful place to live. Located three fourths of a mile off Ritchie Highway and eighteen miles from Baltimore, seven miles from Annapolis, and just one mile from the center of Severna Park, it is no wonder that it developed so quickly as an ideal spot for suburban living. A broad expanse of the Magothy River on the east and a point that leads into Cypress Creek on its west side make it well situated for the enjoyment of all water activities.

Historians have recorded that where the private beach for residents is now located, was a perfect place for Indian powwows or gatherings. It is stated that smoke signals could be seen from it all along the broad expanse of the Magothy, across the Chesapeake Bay to the Eastern Shore. Originally, it was a large land grant running from Greenbury Point to Robinson Station called Greenbury Forest. The section where Cape Arthur is was known as Howard's Folly.

A large old brick house called "Magothy Hall" once stood near the locations of the lots where #5 and #7 Beach Road are today. Swepson Earle in his book, *The Chesapeake Bay Country*, writes: "The date of the building of this house has never been verified, but from tradition it was more than a century old. The house is of red brick with two wings and has the usual hall through the center which gives a clear way for the summer breezes which sweep from the bay over the Magothy. On each side are large, square rooms." "Magothy Hall" was once the home of Folger McKinsey, better known as the Bentztown Bard. He was a newspaper columnist for the Baltimore Sun.

In 1906, Mr. McKinsey purchased Magothy Hall as his residence. He thought it would make an ideal peach farm and started planting many trees. Before the trees could bear fruit, however, a tornado ripped through the property felling the trees. In 1914, he built a log cabin on Cypress Creek and sold Magothy Hall to Mrs. Anne V. McKim. The house was later destroyed by fire.

The McKinsey influence is reflected in Cape Arthur in two ways. First, the main road leading from Ritchie Highway to Cape Arthur is McKinsey Road. Second, when a new elementary school was erected on Arundel Beach Road and Sunset Drive, it was named the Folger McKinsey School.

In 1925, Mr. and Mrs. Arthur W. Giddings came to the United States from Wiltshire, England, and in 1932 came to live in the Severna Park area. They had five children, Kathleen, Ronald, Marie, John, and Robert. Mrs. Anne McKim sold twelve acres of waterfront property to Mr. and Mrs. Giddings in 1948 and later they added 78 acres from H. Sturdevant to the original tract of land. During the succeeding years, Mr. and Mrs. Giddings and their son, Ronald, developed the subdivided lots with homes now numbering about 211.

On August 4, 1966, our entire community was saddened by the passing of Arthur Giddings. The following April, a memorial service was held at the intersection of McKinsey and Giddings Avenue to dedicate a bronze memorial plaque and surrounding garden of flowers and evergreens. This was given by the residents of Cape Arthur to commemorate our founder and developer.

Arthur's wife, Lydia, passed away on May 27, 1987. For her contribution to the community, the Cape Arthur Improvement Association and the Cape Arthur Garden Club dedicated the playground to her memory on July 2, 1988.

HISTORY OF THE CAPE ARTHUR IMPROVEMENT ASSOCIATION

The Cape Arthur Improvement Association was founded on May 5, 1954, to promote the general welfare of the owners and residents of Cape Arthur. This organization exists for the express purpose of making our community an ideal place in which to live with the continued desire to have 100 percent participation by all the owners and residents.

The Association has made many improvements to the playground and beach, has added to the beautification as well as to the safety of these areas, and has supported many civic activities. The following are a few of the facilities provided and supported: all-purpose court, breakwater, bulkheads, piers, boat slips, dinghy racks, boat launching ramp, picnic tables, and the ice eaters.

The Association has for many years maintained membership in the Magothy River Association. Cape Arthur is also a member of the Greater Severna Park Council. Both of these organizations are supported by neighboring communities for the purpose of protecting the best interests of all.

Every family in Cape Arthur benefits from the improvements and activities supported by the Cape Arthur Improvement Association. Each property owner, whether or not a CAIA member, has the limited use of the beach for bathing. This privilege automatically passes in the deed as new owners buy in Cape Arthur. The CAIA established the rules and bears the responsibility for their proper observance by the users. The capital improvements in the beach area including the bulkheads, pilings, piers, dinghy racks, parking lot, picnic ground, boat ramp, and security gate - are costly assets maintained by the Association for the use of its members.

Membership dues and fees, substantially augmented by the volunteered services of the various standing committees of the CAIA, keep those capital facilities in operation. The combination of the bathing beach privileges afforded by the owners and the capital improvements made by the Association result in a strong contribution to the high property values and residential enjoyment qualities that are unique to Cape Arthur.

The Association sponsors a yearly Christmas social, an annual fourth of July celebration, and other social events.

The Board of Directors is elected by the membership at the Annual General Meeting in October. The Association has seven standing committees, each chaired by a member of the Board.

Suggestions to the Board for the betterment of the general welfare of Cape Arthur are always welcome.

Cape Arthur Improvement Association presidents have been:

1954 John J. Shea	1985 Jane Taylor
1955 John J. Shea	1986 Jane Taylor
1956 Ray P. Smith	1987 John McCormick
1957 Ray P. Smith	1988 John McCormick
1958 Marne Celly	1989 David L. Jones
1959 Wilford Snyder	1990 David L. Jones
1960 Paul Chell	1991 Charles C. Brown
1961 Dimitri Seletzky	1992 Charles C. Brown
1962 Ray P. Smith	1993 Fred J. Hughes
1963 Frank J. Smollon	1994 Fred J. Hughes
1964 Frank J. Smollon	1995 James Yacobi
1965 Walter Anderson	1996 James Yacobi
1966 Theodore R. Hopper	1997 William V. Eaton
1967 John H. J. Giddings	1998 William V. Eaton
1968 Warren E. Stroh	1999 Al Hause
1969 Lou Shelor	2000 Al Hause
1970 Lou Shelor	2001 Connie Giddings
1970 Bob Bassford	2002 Connie Giddings
1971 Mike Loney	2003 Chris Cubbage
1972 Bob Zakes	2004 Chris Cubbage
1973 Milt Griffin	2005 John Terry
1974 G. Elmore Evans	2006 John Terry
1975 William V. Eaton	2007 Ray Bourland
1976 James G. Doyle	2008 Ray Bourland
1977 Michael J. Dumas	
1978 Peter Bruha	
1979 John McCormick	
1980 Bud Schaller	
1981 Maynard Blomquist	
1982 William V. Eaton	
1983 William V. Eaton	
1984 A.Gonzalez/J. Taylor	

HISTORY OF THE CAPE ARTHUR WOMEN'S CLUB

The Cape Arthur Women's Club was organized September 14, 1955, with its purpose being to help the Community Association in any way possible. It took on a variety of responsibilities as a service to the community.

The Club helped plant shrubs on the playground, bought some of the benches and tables for the recreational areas plus equipment for the playground. In the past, it has sold pecans to help fund the projects and acquired a Red Cross swimming instructor for life saving and swim instructions on the beach. A bowling club, the Garden Club and several bridge clubs were formed from this group. At one time, it had an active Hospital Unit in Anne Arundel General Hospital in Annapolis.

As of 1985, there is no active Cape Arthur Women's Club.

The Cape Arthur Women's Club Presidents have been:

1955 Edna Engle	1972 Betty Carlson
1956 Jerry Hardy	1973 Connie Deam
1957 Agnes Respass	1974 Pam Schaller
1958 Lola Anthony	1975 Pam Schaller
1959 Meta Sakers	1976 Becky Johnson
1960 Meta Sakers	1977 Becky Johnson
1961 Mary Beales	1978 Fay Boutin
1962 Elizabeth Seletzky	1979 Barbara Christie
1963 Wanitta Wier	1980 Betsy Merkle
1964 Beth Slikker	1981 Betsy Merkle
1965 Esther Davis	1982 Carolyn Smith/Jennifer Alphin
1966 Jane Lentz	1983 Barbara Christie/Jane Vri
1967 Judi Doyle	1984 Pat Wade
1968 Jean Luther	1985 Pat Wade
1969 Willie Stroh	
1970 Paulette Pugh/Sue Zakes	
1971 Maria-Elena Arnold	

HISTORY OF THE CAPE ARTHUR GARDEN CLUB

The Cape Arthur Garden Club was organized in 1956 by Mrs. Harry Longbottom, at her home, with six ladies present. The object being the encouragement of amateur flower gardening, the exchange of seeds and plants, and the promotion of the beautification of the community. Members must be residents or property owners in Cape Arthur.

Meetings were held the third Wednesday of each month at 12:30 p.m. at members' homes, where dessert and beverages were served by the hostess and co-hostess, with a planned program of interest on gardening. Once a year, there was a fund raiser, a Christmas Tea, a field trip, a covered dish luncheon, a workshop, and a picnic. Evergreens have been planted at the triangle at Sunset and Oak, at the sign on Arundel Beach Road, and plants have been placed around the community trees where the Garden Club initiated the installation of the Arthur W. Giddings Memorial with a bronze plaque given by the residents to honor the developer of Cape Arthur.

During the Bicentennial in 1976, George and Julia Saunders obtained a sapling of the famous Eastern Shore Wye Oak to be given to the Cape Arthur Garden Club for the purpose of presenting the sapling to the Severna Park Library in commemoration of the historical event. On April 7, 1976, the official planting was sponsored by the Cape Arthur Garden Club with County Executive Pascal and Mrs. Arthur Giddings of Cape Arthur, handling the ground breaking. In 2002, the Wye Oak, which was located at Wye Oak State Park in Talbot County, was felled during a powerful thunderstorm. It was believed to be 460 years old at the time and the oldest white oak in the United States.

Following the death of Mrs. Arthur W. Giddings in May 1987, the Garden Club proposed the dedication of the Community Playground to her memory. On July 2, 1988, the Garden Club, the Cape Arthur Improvement Association, its members, neighbors and Giddings' family honored Mrs. Giddings by dedicating the site as the "Lydia E. Giddings Memorial Playground" as evidenced by the sign erected at Hilltop Drive and Marie Avenue.

Throughout the years, the Club contributed to charity both in service and with funds, and for Christmas, decorated Cape Arthur. As of 2005, there is no active Cape Arthur Garden Club.

Garden Club presidents have been:

1956 Florence Longbottom	1964 Margaret Thacker
1957 Gloria Jones	1965 Margaret Thacker
1958 Ruth Brockett	1966 Elaine Knoblock
1959 Claudia Brush	1967 Elaine Knoblock
1960 Esther Davis	1968 Esther Davis
1961 Eythel Snyder	1969 Olive Bump
1962 Hilda Kelly	1970 Olive Bump
1963 Hilda Kelly	1971 Elizabeth Seletzky

1972 Claudia Brush	1989 Edith Evangelista
1973 Hilda Kelly	1990 Edith Evangelista
1974 Hilda Kelly	1991 Mary Beales
1975 Nancy Bagley	1992 Doris Hirsch
1976 Phyllis Grater	1993 Gertrude Barnes
1977 Phyllis Grater	1994 Gertrude Barnes
1978 Vivian F. McNeill	1995 Gertrude Barnes
1979 Vivian F. McNeill	1996 Vivian F. McNeill
1980 Vivian F. McNeill	1997 Vivian F. McNeill
1981 Mary Williams	1998 Vivian F. McNeill
1982 Mary Williams	1999 Doris Hirsch
1983 Elaine Myers	2000 Shirley Bolton
1984 Olive Bump/ Mary Williams	2001 Vivian F. McNeill
1985 Sherry Harker	2002 Vivian F. McNeill
1986 Becky Johnson	2003 Vivian F. McNeill
1987 Becky Johnson	
1988 Eola Lewis	

By-Laws (as of October 1994)

ARTICLE I

The name of the Association shall be Cape Arthur Improvement Association, Inc.

ARTICLE II

OBJECTIVES, PURPOSE and GOALS

Section 1: The objectives of this Association are:

- a) To promote the general welfare of the owners and residents of Cape Arthur;
- b) To further harmonious relations among the members with full regard for the legal rights of all and the preference of the majority;
- c) To continue the spirit and intent of the covenants designed by the Developers of the locality for the protection of property values and the convenience of the owners, residents and tenants;
- d) To provide a sound, realistic, representative basis of liaison and cooperation with the Cape Arthur Community, particularly in respect to the administration of recreational areas, privileges and facilities extended for the use of its members;
- e) To have, hold and manage such common property as has been transferred to the Association in accordance with the deeds of transfer and the declarations of covenants and restrictions which form integral parts of those deeds;
- f) To represent the interests of Cape Arthur residents in relationships with other community associations, umbrella groups of community associations, and federal, state and county government agencies deliberating upon matters affecting Cape Arthur members.

Section 2: The purpose of this Association is to determine by group discussion and to take such concerted action for the advancement of the Community and the objectives of the Association as are deemed favorable to a majority of members.

Section 3: The goals of the Association are to aim for 100% participation of Cape Arthur homes in the Association and to remain a premier water-privileged community in Severna Park.

ARTICLE III

MEMBERSHIP

Section 1: Eligibility for membership in the Association shall be limited to an owner, and/or resident, and/or tenant, of real estate in Cape Arthur, as laid down in the plat recorded by the Developer in the land records of Anne Arundel County.

Section 2: Applicants shall become members upon payment of dues and determination of eligibility by the Board of Directors.

Section 3: Membership shall include all persons in member's immediate family or household.

Section 4: Membership in the Association may be terminated:

- a. Upon request of the member;
- b. Upon failure to maintain good standing because of non-payment of dues or assessments within the time designated in the bylaws;
- c. Upon the determination by the Board of Directors that any member has flagrantly or continually acted contrary to the objects and purposes of the Association or has deliberately violated the Bylaws and Rules of the Association;
- d. Termination resulting from (a), (b), or (c) does not qualify a member to a refund of dues.

ARTICLE IV

PRIVILEGES OF MEMBERS

Section 1: Membership shall entitle members and their guests to the ordinary use of all Association facilities, subject to the rules established by the Board of Directors.

Section 2: Guests using the Association facilities must be accompanied by a member. No owner, resident, or tenant at Cape Arthur may qualify as guest.

Section 3: All persons who use Association facilities do so at their own risk.

Section 4: Any member of the Association who wishes to make extraordinary use of the piers, beach, playground, or any other common property owned by the Association, shall obtain special approval for such use from the Board of Directors.

ARTICLE V

DUES

Section 1: Commencing with the year 1983, the amount of annual dues for membership shall be recommended by the Board of Directors and approved by the membership, voting at the February Meetings or at a Special Meeting. Dues shall be payable upon admittance to membership and annually thereafter on or before April 1st. Any purchases of property on or after July 15 of any year shall be eligible for membership upon payment of dues for the remainder of that year equal to one-half of the annual dues rate then in effect.

Section 2: Any member of the Association who utilizes an Association pier for boat mooring shall be required to pay such annual fees per slip as the Board of Directors shall recommend. The fee structure shall be subject to the approval of the Association membership at the February Meeting or Special Meeting.

ARTICLE VI

MEETINGS

Section 1: There shall be two regular meetings of the Association each year on a day selected by the Board of Directors in February and October.

Section 2: Special meetings may be called at any time by the President upon majority vote of the Board of Directors or upon written application thereof by five (5) members in good standing.

Section 3: Written notice of all meetings of the Association, both regular and special, shall be given to all membership households by the Board of Directors at least ten (10) days before date set for the meeting. This notice shall include a statement of the purposes of the meeting in addition to a copy of a proposed budget, dues structure, proposed fees, slate of officers, proposed by-law amendments, and other matters as appropriate. No business may be conducted at special meetings other than specifically set forth in the notice of special meeting sent to the members.

Section 4: At any meeting of this Association, twenty-five (25) members in good standing constitute a quorum.

ARTICLE VII

VOTING

Section 1: Provided a quorum exists, a majority voice vote of members present at any meeting of the Association shall be sufficient to carry any motion or decide any issue except:

- a) Amendment to the Bylaws. Such amendment will require the affirmative vote of at least fifty (50) members of the Association or a majority of the ballots cast, whichever is the greater number. Such vote shall be by written ballot cast either in person by a member at the meeting or by absentee ballot as hereinafter provided.
- b) Election of Directors. Such election shall be by written ballot, cast either in person by a member at the meeting or by absentee ballot. Vacancies in the Board of Directors shall be filled by the individuals receiving the highest number of votes cast.

Section 2: Each membership shall be entitled to only one vote. Any member of a household, eighteen (18) years of age or over may act as representative of his household for voting purposes.

Section 3: Written absentee ballots may be cast by members on the forms provided by the Association under the following circumstances:

- a) For election of Directors;
- b) For amendments to Bylaws;
- c) For any matter upon which the Board of Directors seeks instruction from the membership as a whole.

Section 4: The Board of Directors shall prescribe the rules governing the issuance, format and tabulation of absentee ballots, PROVIDED, HOWEVER, that no absentee ballot be opened, inspected or tabulated in advance of the meeting.

ARTICLE VIII

DIRECTORS

Section 1: The executive power of the Association shall be vested in a Board of Directors, which shall consist of thirteen (13) members, nine (9) of whom must be property owners, elected from the membership of the Association at the October meeting including the duly authorized or elected representative of the Garden Club, who must be a member of the Association.

Section 2: The officers of the Association shall consist of a President, Vice-President, Secretary, and Treasurer, who shall be elected by the Board of Directors immediately following the election of the Board of Directors. Only one member of a household shall be eligible to serve on the Board of Directors at any one time.

Section 3: Members of the Board of Directors shall be elected at the October meeting. The number of members to be elected for a two-year term shall depend on the number of vacancies which will occur by expiration of term. If, because of vacancies for other reasons, there are more than six (6) members to be elected, the extra numbers in excess of six (6) shall be elected for a one-year term. No Director elected for a two-year term may succeed himself. All individuals elected shall serve until their successors are elected and qualified.

Section 4: A nominating committee consisting of three (3) members shall be appointed by the President at least sixty (60) days in advance of the October meeting. The nominating committee shall submit the names of the qualified candidates to the Board in time for it to present the names to the community thirty (30) days in advance of the October meeting. Additional nominations may be proposed from the floor at the October meeting or in the space provided in the absentee ballot.

Section 5: Positions on the Board of Directors shall be filled at the October meeting by those individuals receiving the highest number of votes cast by the membership of the Association whether voting in person or by Absentee Ballot. In the event of tie vote to fill any vacancy, a runoff election shall be held immediately and the person receiving the highest number of votes from those present and voting shall be declared elected.

Section 6: Vacancies which occur in the Board of Directors, otherwise than by expiration of term, shall be filled by a majority vote of the Board of Directors and the individual so elected shall serve until the next October election.

Section 7: A Director may be removed from office, for cause, by vote of a three-fifths (3/5) majority of a quorum of the Association, after ten (10) days written notice to the Director concerned, to attend a special meeting of the membership.

Section 8: (Amended February 18, 1957) – The Board of Directors shall hold meetings at least monthly under such rules as they may prescribe. A quorum for the conduct of business shall consist of six (6) members.

Section 9: The Board of Directors may approve additional expenditures not included in the approved budget, provided the cost is not in excess of ten percent (10%) of the total budget for any one item. Expenditures in excess of the amount shall be submitted to the membership for approval at a Regular or at a Special meeting of the Association.

Section 10: The Board of Directors shall submit a budget for approval by the membership of the Association at the February meeting. This budget shall show the estimated income and expenditures for the

coming year. Every anticipated item of expense ten percent (10%) or greater of the proposed total budget shall be individually presented in the budget.

ARTICLE IX

DUTIES OF OFFICERS

Section 1: The President. The President shall be the chief executive officer of the Association and shall, when present, preside at all meetings; he shall have all powers ordinarily exercised by the president of a corporation; he shall have authority to sign and execute, in the name of the Association, all authorized mortgages, bonds, contracts and other instruments. He shall have the power to appoint all committees and shall serve as ex officio member of all committees.

Section 2: The Vice-President. The Vice-President shall preside in the absence of the President and otherwise carry out the duties of the latter in his absence.

Section 3: The Secretary. The Secretary shall keep the minutes of all meetings; shall see that all notices are prepared and distributed; shall be the custodian of the corporation records and, in general, shall perform all duties ordinarily incident to the office of a secretary of a corporation, and such other.

Section 4: The Treasurer. The Treasurer shall have charge and be responsible for all funds, securities, receipts and disbursements of the Association. In the name of the Association, he shall deposit in a responsible bank all monies received for the account of the Association. He shall make all disbursements for the Association by check, counter-signed by the President. He shall be bonded at Association expense for such sum as the Board of Directors shall deem appropriate, but in no event for less than one thousand dollars (\$1,000).

ARTICLE X

AUDITING COMMITTEE

At a meeting of the Board of Directors held at least thirty (30) days preceding the October Meeting, an Auditing Committee, independent of the Board of Directors, shall be appointed by the President to examine the books of the Secretary and the Treasurer and to report on the same to the meeting.

ARTICLE XI

COMMITTEES

The following standing committees shall be established and chaired from the elected Board of Directors: Beach, Piers, Playground, Security, Social, Roads and Beautification, and Membership. In addition to the required standing committees, the President may establish such other committees as he deems necessary to advance the interest of the Association. All committee rules, regulations and expenditures must be approved by the Board of Directors.

ARTICLE XII

CONDUCT OF BUSINESS

Section 1: The rules contained in Robert's Rules of Order, Revised, shall govern this Association in all cases to which they are applicable, and in which they are not inconsistent with the By-laws or the Special Rules of Order of this Association.

Section 2: At regular meetings, the agenda shall include the following items:

- 1) Reading of the Minutes of the Previous Regular Meeting
- 2) Report of the Board of Directors
- 3) Report of the Treasurer
- 4) Correspondence
- 5) Elections (as required)
- 6) Report of Special Committees
- 7) Report of Standing Committees
- 8) Unfinished Business
- 9) New Business
- 10) Adjournment

ARTICLE XIII

CAPE ARTHUR GARDEN CLUB

Section 1: Cape Arthur Garden Club. There may be organized a club composed of all persons in the household of the community who desire to be members. The organization shall be an integral part of the Cape Arthur Improvement Association, Inc.

Section 2: The Garden Club shall be empowered to elect its own officers, to assess nominal dues to its members, to engage in revenue producing activities, to maintain control over the money coming into its hands, and to make expenditures there from. Special reports shall be submitted by the club to the Association's Board of Directors upon request.

ARTICLE XIV

FINANCES

Section 1: There are hereby created the funds described in this Article, which shall be used for the purposes provided in this Article.

Section 2: Contingency Fund

- a) The Contingency Fund shall initially be funded in the amount of \$20,000 and increased to \$45,000 as soon as possible. At \$45,000 (1993 dollars), the Contingency Fund should be sufficient to restore the damages of a major storm or disaster. The Board of Directors shall, by resolution, provide for the deposit of additional funds into the Contingency Fund from time to time.
- b) Amount held in the Contingency Fund shall be used solely;
 - i. in the event of sudden or unforeseen damage or destruction of any of the Association's assets (other than land) to pay the cost of repair, restoration or replacement of any such assets. In the event the Board of Directors deems repair, restoration, or replacement of any property immediately necessary due to a safety hazard or a major disruption of services to bona fide users, the Board of Directors may (without the prior approval of the members of the Association) authorize the expenditure of moneys held in the Contingency Fund for such purposes, together with any available proceeds of insurance, but only up to the amount then held in the Contingency Fund and not committed to other authorized uses.
 - ii. for legal expenses incurred in the protection of Community assets. In the event the Board of Directors deems legal action immediately necessary, the Board of Directors may (without the prior approval of the members of the Association) authorize the expenditure of up to \$4000 (2007 dollars) per budgetary year from the Contingency Fund for such purposes, but only up to the amount then held in the Contingency Fund and not committed to other authorized uses.
(Amended March 22, 2007)

Section 3: Renewal Fund

- a) The Renewal Fund shall initially be funded in the amount of \$1000. The Board of Directors shall annually, by resolution, provide for the deposit of additional funds into the Renewal Fund in an amount equal to between four percent (4%) and seven percent (7%) of the total estimated replacement value of all physical assets (other than land) of the association.
- b) Amounts held in the Renewal Fund shall be used solely to pay the cost of repair, restoration or replacement of any of the Association's assets (other than land) due to or required by ordinary wear, tear and deterioration. For decision at each annual meeting of the Association, the Board of Directors shall present an updated and prioritized list of projects that the Board of Directors recommends to be accomplished with Renewal Funds over the succeeding five years. To the extent that funds are available, the projects shall be included in the annual budget.

Section 4: The Association shall not undertake any new construction project or improvements to the Association's assets without first presenting to the membership, at a regular or special meeting, a plan for financing such projects or improvements. Moneys held in the Contingency Fund or the Renewal Fund shall not be used to finance any such new projects or improvements.

Section 5: Notwithstanding the foregoing provisions of the Article, the members of the Association, in either a regular or special meeting, may by resolution authorize the transfer of moneys from the Contingency Fund to the Renewal Fund and vice versa. Any such resolution shall be adopted by written ballot upon the affirmative vote of at least fifty (50) members of the Association or a majority of the ballots and proxies cast, whichever is the greater number.

Section 6: The Treasure shall report to the Board of Directors and the membership of the Association at any meeting thereof the status of the Contingency Fund and the Renewal Fund, including (without limitation) additions to and withdrawals from such funds since the last report, current fund balances and any amounts set aside in such funds for specific purposes.

ARTICLE XV

ASSOCIATION RULES

The Board of Directors shall formulate, promulgate, and enforce rules pertaining to the use and administration of the beach, piers, playground, and all other property and areas of responsibility borne by the Association in connection with the covenants, restrictions, and terms of the deeds of conveyance of the land. In the event of possible conflict between the provisions of Rules adopted by the Board with provisions of public law, Associations by-laws, or the recorded deeds and covenants and restriction recorded in the land records, the following order of precedence shall govern:

First – Public laws;

Second – Recorded, legal Covenants and Restrictions;

Third – Deeds of Conveyance;

Fourth – Association By-Laws;

Fifth – Association Rules

ASSOCIATION RULES

Your Association is responsible for the establishment and enforcement of rules pertaining to the beach, piers, playground, all purpose court, and the security patrols. The need for rules is obvious in a community with so many growing families. Please be sure that all persons using these facilities are thoroughly acquainted with these rules. Members and other residents are responsible for their guests. For further information concerning rules and facilities, please contact your current committee chairperson. Your cooperation is requested by the Board of Directors to assist in their efforts to provide safe and clean conditions and a congenial atmosphere.

Any infraction of the following rules should be reported to the responsible Committee Chairman. Violations of the rules by members or their guest, subject the member to the possible suspension or withdrawal of some or all of their Association privileges by action of the Board of Directors after hearing the written complaint of any member and the response, if any, of the affected member.

Each member is requested to abide by and assist in the enforcement of these rules.

BEACH FACILITIES – BEACH GATE KEY CARDS AND CAR STICKERS

July 1996 Clarification of Association Rules

The Membership Chairman of the Cape Arthur Improvement Association Board of Directors, assisted by other Board members when necessary, is responsible for the distribution, replacement and return of all Cape Arthur beach gate key cards and Cape Arthur stickers. Key cards and stickers will be issued at times set forth by the Membership Chairman. Keys not reprogrammed on specified dates are subject to late fees.

Key cards are retained annually by paid Cape Arthur Association members – broken cards will be replaced at the current fee.

Currently, the costs for one key card are included in the payment of Cape Arthur dues. Additional Cape Arthur family member key cards are available at the current charge. Keys cards will be issued to no more than the number of residents living at home, up to a maximum of three (3) cards. Car stickers will be issued to and used only for cars belonging to Cape Arthur Improvement Association members. Vehicle tag numbers are required to obtain stickers. Stickers must be displayed on the left side of the rear window.

Key cards and stickers are issued to and can be used only by Cape Arthur residents and CAIA members. Guests are not allowed to use key cards (see Beach Rule #2). Key cards will not be issued to youths (adult residents need apply).

THE GATES ARE INTENDED TO BE KEPT CLOSED EXCEPT WHEN OPENED FOR PASSAGE BY AUTHORIZED PERSONS DURING TIMES AUTHORIZED FOR USE OF THE FACILITIES.

Key cards serve as resident identification and must be shown if requested by an authorized Cape Arthur person.

Key cards remain the property of the Association and must be returned for refund if moving. Cards would also need to be returned on occasion for new distribution, such as change in the key code for the lock. Members who do not continue to pay dues will be asked for return of all assigned key cards.

Contact the Membership Chairman for key card request and details.

BEACH RULES (updated June, 2004)

Please note: The Beach was turned over to the Cape Arthur Improvement Association in February 1987 by L.E.G. Joint Venture. It is to be used expressly for a bathing beach and the mooring of small boats. All other practices are strictly forbidden unless special permission is granted.

1. Swimming is only permitted during daylight hours. The beach area will be closed and vacated by 9:30 p.m. Except for entry and exit the gate will remain closed.
2. No unauthorized vehicles or persons are allowed on the beach. Guests must be accompanied by a member or lot owner. Only vehicles of members whose dues are currently paid are considered authorized. Members' cars must display Cape Arthur stickers.
3. Cars are to be parked only in prescribed areas. Bicycles shall be placed in bike parking areas.
4. Only Association members and their guests** are allowed to use the tables, diving board platform, boat ramp and other facilities.
5. Tables and benches moved for any reason are to be replaced to their original location.
6. Trash is to be removed. If you bring it, take it home.
7. The safety of the adults and children at the beach is NOT the responsibility of the Association.
8. Swimming is prohibited under the diving platform at any time. Only one person on the board at one time. NO fishing or crabbing from the diving platform.
9. Running and "rough housing" is prohibited. NO throwing of sand or stones at the beach.
10. Discharge of firearms and air guns is absolutely prohibited on the beach.
11. No animals are allowed on the beach or in the water AT ANY TIME.
12. Beverages in glass containers are prohibited from beach for safety's sake.
13. Dressing or undressing on the beach is prohibited.
14. NO alcoholic beverages of any kind are to be consumed on the beach or the piers.
15. Riding bicycles on the piers is prohibited.
16. Diving or jumping off the piers or bulkheads is prohibited.
17. The beach may NOT be reserved / used for private parties on weekends and holidays.

VIOLATORS OF ANY OF THE ABOVE RULES WILL BE ASKED TO LEAVE THE BEACH IMMEDIATELY OR USE OF THE AREA MAY BE RESTRICTED FOR A PERIOD OF TIME. BEACH COMMITTEE CHAIRPERSON IS TO BE NOTIFIED OF INDIVIDUALS NOT ABIDING BY BEACH REGULATIONS AND BEACH SAFETY RULES.

**A GUEST - To be afforded Beach privileges must be a house visitor of one of the following: a resident, lot owner or member of the Cape Arthur Improvement Association. The number of guests should be limited to five (5) per family at any one time.

BOATING AND LAUNCHING RULES AND PROCEDURES FOR ASSIGNING SLIPS AND DINGHY RACKS (Updated Sept., 2003)

- a. Only CAIA members with boats with **current Maryland state registration** may request slip assignment. Members must be current (have paid the current year's dues by April) and be "members in good standing". Multiple owner (partner) boats may also apply for slip assignment providing all "partners" are community residents. In no case will a slip request be honored if any portion of the boat is owned by someone who is not a property owner or community resident **and** member in good standing. Each member's vessel shall display a current state registration sticker in a manner approved by the US Coast Guard or State Natural Resources police.
- b. Slip assignments are valid from April 1 of any given year until April 1 of the following year. All boat assignments must be considered temporary since the slips are community assets and optimum use is the guiding principal for assignment. The Piers Committee shall assign slips based on principals of maximizing the income produced by the slips, putting largest (function of length (LOA), beam and draft) boats in the largest slips, safety and potential for damage to the community property (slips & piers).

- c. Slip assignments will be determined by March 1 of each year. Slip assignments are made this early so boat owners have the information early enough to put in by 1 April. Slip assignments will only be made after the slip request form, signed copy of the piers notification and current proof of registration have been made **no later than March 1**. Slip holders shall have until **April 1** to pay their slip fees for the year. The amount of slip fees shall be indicated to the member in the slip request package. Failure to pay, late payment, insufficient payment or bounced checks will be grounds for immediate loss of slip privileges.
- d. All resident member requests shall be given priority over non-resident member requests. In determining slip assignments, the Piers Committee shall give priority to slip requests in the following order.
 1. The previous year resident slip holders.
 2. Waiting list requests from resident members.
 3. Previous year non-resident slip holders.
 4. Waiting list requests from non-resident members.
- e. A slip holder who does not use the assigned slip at any time during the first half of the season (April through June) or during the latter half (July through October) shall relinquish the slip unless the Piers Chairman is notified that a member on the waiting list can be temporarily assigned use of this space. If this is properly reported, the slip priority right will remain with the original slip holder, **based on the priority order in d. above**, for the following season. The privilege of temporary reassignment for retaining slip priority cannot be exercised for two successive seasons.
- f. A slip holder that relinquishes a slip because of non-use will lose priority standing and, upon request, will be placed at the bottom of the waiting list. No slip refunds will be made by the Association.
- g. Initially, only one slip and one dinghy rack space may be assigned for each residence (i.e. dwelling or unimproved lot). If vacancies remain after satisfying requests for each residence, additional slips and rack spaces may be assigned. No right of priority to more than one slip or rack space will prevail the following year.
- h. A single waiting list will be maintained from year to year in the order received. The waiting list shall only contain names of paid-up members of CAIA. A non-boat owning member may request their name be placed on the waiting list along with those boat-owning members who were not successful in obtaining a slip assignment for the current year. When a non-boat owner is notified of an available slip, they have thirty (30) days to show evidence of purchase of boat. If this is not accomplished, the slip shall be offered to the next person on the list. All those on the waiting list will be notified annually, prior to the boating season, of their list position. Any member on the waiting list shall have thirty (30) days to accept an offered slip which meets the requirements of the member's request. If the member does not accept the slip, the member's name will be moved to the end of the waiting list.
- i. Dinghy rack facilities are restricted to CAIA members only. All rack boats must have a CA sticker affixed to the outside hull transom. Rack positions are assigned and recorded by the Piers Committee. Contact the current chairman for further information. Rack boats must not be left on the ground at the beach. Any boats left on the ground are subject to removal by the Piers Committee.
- j. Utilizing the priorities outlined in these rules and slip assignment methods, the entire community's boating needs will be reviewed yearly and slip assignments made. Maximum utilization of the CA boating facilities to benefit the greatest number of members is the goal of the CAIA and the responsibility of the Piers Committee. Contact the current chairman for further information.

** All owners are responsible for damages caused by their boat. Failure to repair damages within 30 days will result in forfeiture of slip privileges. Any questionable or unusual situations will be resolved by the Piers Committee. Failure to remove a boat from community property (slip) when so directed by the Piers Committee will be subject to towing and impoundment at the discretion of the CAIA Board. In the event a boat is removed from community property as a result of member inaction (failure to remove on demand), the cost of said towing and impoundment shall be borne solely by the boat owner.*

PLAYGROUND RULES

Please note: The playground was turned over to the Cape Arthur Improvement Association in 1976 by Giddings Realty Company. It is to be used expressly for recreational purposes. All other practices are strictly forbidden unless special permission is granted by the Cape Arthur Improvement Association.

1. The recreation field and facilities are restricted to members and guests.
2. Activities are restricted to prescribed areas and monopoly of equipment is prohibited.
3. Horses, motorbikes, motorcycles, and automobiles are NOT permitted to cross the field.
4. Trash is to be deposited in the containers provided, with lids replaced tightly.
5. All archery practice is prohibited.
6. No firearms are to be carried or fired on the play field under any circumstances.
7. No changing of clothes on the play field.
8. Damaging and misuse of equipment will be dealt with sternly.
9. Glass containers are prohibited on the field.
10. NO alcoholic beverages of any kind are to be consumed on the playground.

ALL PURPOSE COURT

1. Use of the court and associated equipment is restricted to members of the Cape Arthur Improvement Association and their guests.
2. Any misuse or destruction of equipment provided by the Association is strictly prohibited and could result in a suspension or loss of privileges.
3. In that the court is designed for multiple usage, cooperation between simultaneous users is a necessity and on-the-spot arrangements should be made for maximum utilization by all parties. For example, two half court basketball games versus one full court basketball game and roller skating on the opposite end.
4. Should simultaneous usage not be practical or possible, then monopolization of the court should be limited to approximately one hour.
5. Extended usage of the court and/or equipment may be arranged for special events by contacting the Playground Chairman in advance.
6. Any pre-arranged matches between organized teams shall take precedence providing that they are scheduled in advance with the Playground Chairman.

CAPE ARTHUR PATROL (CAP)

Community volunteers under authority of the Cape Arthur Improvement Association Board conduct periodic patrols of property owned by the Association or controlled by it, through lease and adjacent roads. The purpose of the CAP will be to discourage vandalism and burglaries in the Cape Arthur area.

The cooperation of all residents and their dependents is encouraged. Volunteers and those requesting service during vacation periods should contact the CAP COORDINATOR. All residents are encouraged to call and report any suspicious activity or vehicles. In case of emergency, telephone the Police Department directly.

CAPE ARTHUR RESTRICTIONS (COVENANTS)

The following Restrictions are recorded among the Land Records of Anne Arundel County in 1950 in Liber J.H.H. 568, folio 373. (Note: non-enforceable and illegal sections have been omitted although they are still recorded.) They were re-confirmed in 1986 and recorded in Liber E.A.C. No. 4054, folio 149. Since the Developer has essentially turned over all Cape Arthur Interests to the Cape Arthur Improvement Association (CAIA), (as recorded in 1987, Book 4294, page 463), the CAIA has assumed the responsibility for monitoring adherence to these restrictions. All residents are asked to be familiar with and adhere to these restrictions. Questions should be addressed to the President of the CAIA.

1. Nothing herein contained shall constitute a dedication of any road, lake pond, park, playground, wharf, pier, reserved section, beach, until such time as the Developers may dedicate or convey the roads, etc., to any public authority having power to acquire the same.
2. The Developers reserve the right to change or modify the lot lines or method of sub-division of unsold lots, or any of the covenants, restrictions or provisions herein, without the consent of any purchaser.
3. The Developers expressly reserve the title to both the surface and beds of all roads, highways, streets and lanes, and beaches and reserved area, as laid out on said plat or that may be laid out in the future; and they further expressly reserve the exclusive right to grade, change the grade, close, or partly close any road, highway, street or lane within the development of CAPE ARTHUR which will not immediately affect the right of ingress or egress of any purchaser.
4. The purchaser or purchasers of a lot or lots shall have the right to such use of the streets, reserved area and beach shown on said plat as may be necessary or reasonable and convenient for ingress and egress to and from the land conveyed to them, but subject to such use the Developers expressly reserve title to both the surface and beds of all streets, roads, reserved area and beaches, etc., and the right to occupy same or to allow others to do so, in any manner that does not materially interfere with said use of ingress and egress, with the understanding, however, that the said use of the reserved area and beaches is limited to purposes of a bathing beach by the purchasers and is understood to be a personal covenant and not a covenant running with the land.
5. The Developers reserve the right to enter at any time along the back five feet of any lot to install and maintain or license others to install and maintain wires, poles, pipes, cables, and apparatus above and below the ground for electric light, telephones for general use, and for other public or quasi public purposes.
6. There shall not be erected, converted, permitted, maintained or operated any building or other structure for any purpose other than residential, and no business of any kind shall be permitted, except by special permission, in writing, of the Developers. This prohibition, however, is not intended to apply to the Developers who may erect or convert any building for business purposes in keeping with the development, including the erection of hotels, apartment houses, wharves, piers, beaches, playgrounds, parks and recreational centers.
7. The Developers shall approve the exterior plan and construction of any building and the position of house on lot. No building shall be more than two and one-half stories in height, and no work shall commence on the construction of any buildings or dwelling until proper plans have been filed and approved in writing by the Developers, the exterior of the dwelling to be completed within a year from commencement of construction.
8. No building or part thereof, except as hereinafter provided, shall be erected or maintained on any part of any lot, as shown on said plat, closer than 40 feet to any road, highway, or street, and 15 feet from the division line of any lot, and only one dwelling for private residences purposes shall be erected on each lot without the written permission of the Developers. The Developers reserve the right to deviate from these distances if the contour or shape of a lot will not permit compliance with this restriction.
9. There shall not be erected, permitted, maintained or operated, any privy, cess-pool, vault or any form of privy, except such sewerage systems as may be approved by the Developers and the Health Department having jurisdiction, and no drain water or sewage shall be permitted to be drained into the Magothy or any pond, lake, or stream on said development.

10. No animals shall be kept or housed on any lot or in any building situated on any lot numbers that in the opinion of the Developers may be considered obnoxious to the health, peace and quiet of any purchaser of the Developers.
11. No garage, tent, or trailer, shall be occupied temporarily or permanently as a dwelling or seasonal residency by any person, owner or employee.
12. No piers, boat shelters or other buildings are to be built on the beach, or in the waters, without written permission from the Developers.
13. Violation of any covenant, restriction or condition herein contained shall be a breach, and the Developers or any purchaser may exercise their or his rights in any Court of Record against any such violation.
14. All said covenants, restrictions and conditions are to run with the land, except as herein stated, and to be especially recited by reference in all future conveyances.