

CC&Rs
Glenshire Estates HOA

Order: TFT52XFM9
Address: 5208 Devonport Ct
Order Date: 06-02-2020
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GLENSHIRE ESTATES HOMEOWNERS ASSOCIATION, INC.
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS (the "Declaration") made this 25th day of November, 2002, by HAVERFORD AT GLENSHIRE, LLC, a Maryland limited liability company (the "Declarant").

RECITALS

A. The Declarant is the owner of certain land (the "Land") in Prince George's County, Maryland (the "County"), shown on the plats entitled, "PLAT ONE, GLENSHIRE ESTATES", "PLAT TWO, GLENSHIRE ESTATES", PLAT THREE, GLENSHIRE ESTATES" and PLAT FOUR, GLENSHIRE ESTATES", recorded among the Land Records of the County ("Land Records") in Plat Book VJ 169 at Plat 30 through 33, respectively, and the plat entitled, "LOTS 34-39 & PARCEL 'B', BLOCK A, GLENSHIRE ESTATES" recorded among the Land Records of the County in Plat Book REP 193 at Plat 78.

B. It is the intention of the Declarant to develop the Land as a residential community, and to insure therefor a uniform plan and scheme of development, and unto that end the Declarant has adopted, imposed and subjected the property hereinafter described to certain covenants, conditions, restrictions, easements, charges and liens (collectively, the "Covenants"), as set forth herein for the following purposes:

- (1) To insure uniformity in the development of the Lots (as hereinafter defined) in the Community (as hereinafter defined).
- (2) To facilitate the sale by the Declarant, its successors and assigns, of the land in the Community by reason of its ability to assure such purchasers of uniformity.
- (3) To make certain that the Covenants shall apply uniformly to all Lots for the mutual advantage of the Declarant, the Record Owners and any Mortgagee (as such capitalized terms are defined herein) and to all those who may in the future claim title through any of the above.
- (4) To provide for the benefit of the Record Owners, the preservation of the value and amenities in the Community, and the maintenance of certain reserved open spaces and common areas, including but not limited to easements, charges and liens, herein below set forth, and for the creation of an association to be delegated and assigned the powers of maintaining and administering the Common Areas (as hereinafter defined), and enforcing all applicable covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; which association shall be incorporated under the laws of the State of Maryland, as a nonprofit corporation, for the purpose of exercising the functions as aforesaid.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT the Declarant does hereby establish and impose upon the Property (as hereinafter defined), the Covenants for the benefit of and to be observed and enforced by the Declarant, its successors and assigns, as well as by all purchasers of Lots, to wit:

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CLERK OF THE CIRCUIT COURT

Rest FCS	REP	REP	5.00
			75.00
			58.00
			TOTAL
Rest FCS	REP	REP	91568
REP	LJJ	REP	1710
			19334

ARTICLE I
DEFINITIONS

The following words when used in this Declaration (unless the context otherwise requires) shall have the following meanings:

1.1 "Association" shall mean and refer to Glenshire Estates Homeowners Association, Inc.

1.2 "Common Areas" shall mean and refer to those areas of land, intended to be devoted to the common use and enjoyment of the Record Owners of the Lots, including, but not limited to, a certain sign easement located on Lot No. 34 as further described and depicted on Exhibit B (attached hereto and incorporated herein) and any other real property or other facilities which the Association owns and/or in which the Association acquires a right of use for the benefit of the Association and its members.

1.3 "Community" shall mean and refer to all of the land hereby made subject to this Declaration by an instrument in writing, duly executed and recorded among the Land Records and any Additional Property (as hereinafter defined) that may hereafter expressly be made subject to this Declaration by an instrument in writing, duly executed and recorded among the Land Records.

1.4 "Declarant" shall mean and refer to Haverford at Glenshire, LLC, a Maryland limited liability company, its successors and assigns to whom it shall expressly (a) convey or otherwise transfer all of its right, title and interest in the Property as an entirety, without reservation of any kind; or (b) transfer, set over and assign all of its right, title and interest under this Declaration, or any amendment or modification thereof, as Declarant.

1.5 "Development Period" shall mean the time commencing on the date of recordation of this Declaration among the Land Records and ending on the date the last Lot is conveyed by Declarant to a Class A member.

1.6 "Lot" and/or "Lots" shall mean and refer to those portions of the Property that are subdivided parcels of land shown and defined as lots or plots of ground (exclusive of the Common Areas) and designated by numerals on the Plat, on which a dwelling is proposed to be constructed.

1.7 "Mortgage" means any mortgage or deed of trust encumbering any Lot or any or all of the Common Areas, and any other security interest existing by virtue of any other form of security instrument or arrangement, provided that such mortgage, deed of trust or other form of security instrument, and an instrument evidencing any such other form of security arrangement, has been recorded among the Land Records.

1.8 "Mortgagee" means the person secured by a Mortgage.

1.9 "Plat" shall collectively mean the plats entitled, "PLAT ONE, GLENSHIRE ESTATES", "PLAT TWO, GLENSHIRE ESTATES", "PLAT THREE, GLENSHIRE ESTATES" and "PLAT FOUR, GLENSHIRE ESTATES", recorded among the Land Records of the County ("Land Records") in Plat Book VJ 169 at Plat 30 through 33, respectively, and the plat entitled, "LOTS 34-39 & PARCEL 'B', BLOCK A, GLENSHIRE ESTATES" recorded among the Land Records of the County in Plat Book REP 193 at Plat 78. The term "Plat" shall also include any

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plats recorded among the Land Records in substitution therefor or amendment thereof.

1.10 "Property" shall mean and refer to all of the real property described in Exhibit "A" attached hereto, and any additional land at such time as it is hereafter expressly made subject to this Declaration by an instrument in writing, duly executed and recorded among the Land Records.

1.11 "Record Owner" or "Owner" shall mean, refer to and include the person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding the fee simple record title to a Lot, as said Lot is now or may from time to time hereafter be created or established, either in his, her, or its own name, as joint tenants, tenants in common, tenants by the entireties, or tenants in copartnership, if the Lot is held in such real property tenancy or partnership relationship. If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, hold the record title to any one (1) Lot, whether it is in a real property tenancy, or partnership relationship, or otherwise, all of the same, as a unit, shall be deemed a single Record Owner and shall be or become a single member of the Association by virtue of ownership of such Lot. The term "Record Owner," however, shall not mean, refer to or include any contract purchaser, nor the owner of any redeemable ground rent issuing out of any Lot, (but shall instead mean the holder of the leasehold interest that is subject to redemption under Title 8 of the Real Property Article, Annotated Code of Maryland) nor shall it include a Mortgagee.

1.12 "Structure" means any thing or device the placement of which upon the Property (or any part thereof) may affect the appearance of the Property (or any part thereof) including, by way of illustration and not limitation, any building, trailer, garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, clothesline, radio, television or other antenna or "dish", fence, sign, curbing, paving, wall, roadway, walkway, exterior light, landscape, hedge, trees, shrubbery, planting, signboard or any temporary or permanent living quarters (including any house trailer), or any other temporary or permanent improvement made to the Property or any part thereof. "Structure" shall also mean (i) any excavation, fill, ditch, diversion, dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across the Property, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across the Property, and (ii) any change in the grade of the Property (or any part thereof) of more than six (6) inches from that existing at the time of first ownership by a Record Owner hereunder other than the Declarant.

ARTICLE II

COVENANTS, CONDITIONS AND RESTRICTIONS

2.1 ADMINISTRATION; ARCHITECTURAL REVIEW COMMITTEE. The Architectural Review Committee, whose members shall be appointed by the Declarant during the Development Period and thereafter by the Board of Directors of the Association (the "Architectural Review Committee"), shall have all the rights, powers and duties granted to it pursuant to this Declaration. During the Development Period, the Architectural Review Committee may be one (1) entity and after the Development Period, the Architectural Review Committee shall be comprised of at least three (3) members. At any time, or from time to time, during the Development Period, the initial entity or members of the Architectural Review Committee may be replaced for any reason (including death or resignation) with another entity or other individuals selected by the Declarant in its sole discretion. If the Architectural Review Committee is comprised of individuals, all questions shall be decided by a majority of the

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members of the Architectural Review Committee, and such majority shall be necessary and sufficient to act in each instance and on all matters. In the event the Architectural Review Committee is comprised of a single entity as described above, then such entity alone shall make all decisions unilaterally. Each member of the Architectural Review Committee, now or hereafter appointed, shall act without compensation for services performed pursuant to this Declaration. The Declarant hereby grants to the Architectural Review Committee, its successors and assigns, the right to establish architectural design criteria for the Community (the "Design Guidelines") and rules and regulations pertaining to the use of the Lots, which shall be made available to all members, and to waive such portion or portions of the Covenants numbered 2.4 through 2.23 of this Article II as the Architectural Review Committee, in its sole discretion, may deem advisable and in the best interests of the Community.

2.2 ARCHITECTURAL REVIEW.

(a) No Structure (other than construction or development by, for or under contract with Declarant) shall be constructed on any Lot nor shall any addition (including awnings and screens), change, or alteration therein or thereto (including any retreatment by painting or otherwise of any exterior part thereof unless the original color and material are used) (collectively, "Alterations") be made to the exterior of any Structure and/or contour of any Lot, nor shall any work be commenced or performed which may result in a change of the exterior appearance of any Structure until the plans and specifications, showing the nature, kind, shape, dimensions, material, floor plans, color scheme, location, proposed topographical changes, the proposed construction schedule, and a designation of the party or parties to perform the work, have been submitted to and approved in writing by the Architectural Review Committee, its successors and assigns, and until all necessary permits and any other governmental or quasi-governmental approvals have been obtained. The approval of the Architectural Review Committee of any Structure or Alterations shall in no way be deemed to relieve the Record Owner of any Lot from its obligation to obtain any and all permits and approvals necessary for such Structure or Alterations.

(b) The Architectural Review Committee shall consider applications for approval of plans and specifications upon the basis of conformity with this Declaration, applicable law and the design guidelines, if any, and shall be guided by the extent to which such proposal will insure conformity and harmony in exterior design and appearance, based upon, among other things, the following factors: the quality of workmanship; nature and durability of materials; harmony of external design with existing structures; choice of colors; changes in topography, grade elevations and/or drainage; the ability of the party or parties designated by the Record Owner to complete the Structure or Alterations proposed in accordance with this Declaration, including, without limiting the foregoing, factors of public health and safety; the effect of the proposed Structure or Alterations on the use, enjoyment and value of other neighboring properties, and/or on the outlook or view from adjacent or neighboring properties; and the suitability of the proposed Structure or Alterations with the general aesthetic appearance of the surrounding area.

(c) The Architectural Review Committee shall have the right to refuse to approve any such plans or specifications, including grading and location plans, which are not suitable or desirable in its opinion, for aesthetic or other considerations. Written requests for approval, accompanied by the foregoing described plans and specifications or other specifications and information as may be required by the Architectural Review Committee from time to time shall be submitted to the Architectural Review Committee by registered or certified mail or in person. The Architectural Review Committee shall make reasonable efforts to approve

or disapprove any plans within sixty (60) days of receipt thereof; provided, however, that plans and specifications which have not been approved or rejected within one hundred twenty (120) days shall be deemed approved. Notwithstanding the foregoing, all approvals must be in writing. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural Review Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance. The Architectural Review Committee shall have the right to charge a reasonable processing fee for such requests, which shall be retained by the Association and not the Architectural Review Committee.

(d) Construction of Alterations in accordance with plans and specifications approved by the Architectural Review Committee pursuant to the provisions of this Article II shall be commenced within three (3) months following the date of approval and completed within six (6) months of commencement of the Alterations, or within such other period as the Architectural Review Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural Review Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. After construction, all Structures and Alterations shall be maintained continuously in strict conformity with the plans and specifications so approved and all applicable laws.

(e) If any Structure is altered, erected, placed or maintained on any Lot other than in accordance with approved plans and specifications therefor and applicable law, such action shall be deemed to be a violation of the provisions of this Declaration and, promptly after the Association gives written notice thereof to its Record Owner, such Structure shall be removed or restored to its condition prior to such action, and such use shall cease, so as to terminate such violation. If within thirty (30) days after having been given such notice, such Record Owner has not taken reasonable steps to terminate such violation, any agent of the Association may enter upon such Lot and take such steps as are reasonably necessary to terminate such violation. Such Record Owner shall be personally liable to the Association for the cost thereof, to the same extent as he is liable for an assessment levied against such Lot, and, upon the failure of the Record Owner to pay such cost within ten (10) days after such Record Owner's receipt of written demand therefor from the Association, the Association may establish a lien therefor upon such Lot in accordance with and subject to the provisions of this Declaration applicable to an assessment lien.

(f) Any member of the Architectural Review Committee, upon the occurrence of a violation of the provisions of this Declaration, and after the Association or the Architectural Review Committee gives written notice thereof to the Record Owner of the applicable Lot, at any reasonable time, may enter upon and inspect any Lot and the exterior of any Structure thereon to ascertain whether the maintenance, construction or alteration of such Structure or Alteration are in accordance with the provisions hereof.

(g) Upon completion of construction of any Structure or Alteration in accordance with the provisions hereof, the Architectural Review Committee, upon request of the applicant shall issue a Certificate of Compliance ("Certificate") identifying such Structure and the Lot on which such Structure is placed, and stating that the Structure has been completed pursuant to the terms hereof. The Certificate shall be retained in the records of the Association. Any Certificate issued pursuant hereto shall be prima facie evidence of the facts therein stated, and as to any title insurer, such Certificate shall be conclusive evidence that all Structures on the Lot noted in the Certificate complies with the provisions hereof.

2.3 **LAND USE.** The Lots, except as hereinafter provided, shall be used for private and residential purposes only and in no event shall any dwelling be used at any time for any commercial purpose. Further, the use of any Lot within the Property as a "no-impact home-based business" (as such term is defined in Section 11B-111.1 of the Real Property Article, Annotated Code of Maryland, 1996 Repl. Volume, as the same may be amended from time to time), is prohibited to the extent such prohibition may be enforced under Section 11B-111.1. The foregoing prohibition may be eliminated and no-impact home-based businesses may be approved by a simple majority of the total eligible voters in the Association under the voting procedures contained in this Declaration or By-Laws of the Association. In the event such prohibition may not be enforced under Section 11B-111.1, then no-impact home-based businesses shall be controlled by the following conditions:

(a) Owners shall notify the Association before operating a no-impact home-based business.

(b) No-impact home-based businesses are expressly prohibited in any Common Areas.

(c) Such additional requirements as may be specified by the Board of Directors of the Association, to the extent permitted by applicable law. The foregoing provisions of this Section are intended to be a restatement of the provisions of Section 11B-111.1 of the Code, and any future amendments or modifications thereto shall be deemed incorporated by reference herein as a part hereof.

For purposes hereof, a "no-impact home-based business" means a business that:

(a) Is consistent with the residential character of the dwelling;

(b) Is subordinate to the use of the dwelling for residential purposes and requires no external modifications that detract from the residential appearance of the dwelling;

(c) Uses no equipment or process that creates noise, vibration, glare, fumes, odors, or electrical or electronic interference detectable by neighbors or that causes an increase of common expenses that can be solely and directly attributable to a no-impact home-based business; and

(d) Does not involve use, storage, or disposal of any grouping or classification of materials that the United States Secretary of Transportation or the State of Maryland or any local governing body designated as a hazardous material.

None of the Lots shall at any time be used for apartments or other types of multiple housing units; it being the intention of the Declarant that each and every one of the Lots be used solely for one (1) single family dwelling, and no other purposes, except such purposes as may be specifically reserved in this Declaration.

2.4 **SWIMMING POOLS.** No above-ground pools shall be permissible on any Lot; provided, however, that the foregoing shall not apply to in-ground pools, spas or Jacuzzis if the same have been approved in advance by the Architectural Review Committee in its sole and absolute discretion, in accordance with the provisions hereof.

2.5 **TEMPORARY STRUCTURES.** No Structure of a temporary character, trailer, basement, tent, shed, shack, garage, or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently. Nothing in this Declaration shall be deemed to prohibit an Owner from placing upon its Lot reasonably sized greenhouses approved in advance by the Architectural Review Committee. In addition, portable basketball apparatus may be located on a Lot if the Owner of said Lot obtains the prior written approval of the Architectural Review Committee as provided herein and further provided that such apparatus is stored when not in use. Neither portable nor permanent basketball apparatus shall be located in any Common Areas.

2.6 **REAL ESTATE SALES OR CONSTRUCTION OFFICE.** Notwithstanding anything contained herein to the contrary, a real estate sales or construction office or a trailer and related signs, may be erected, maintained and operated on any Lot, or in any Structure now or hereafter located thereon, provided such office or trailer, and signs, are used and operated only in connection with the development and/or initial sale of any Lot or Lots, and/or the initial construction of improvements on any Lot now or hereafter laid out or created in the Community. Nothing herein, however, shall be construed to permit any real estate sales or construction office, trailer, or sign after such initial development, sales, and/or construction is completed. Except as expressly permitted herein above, neither any part of any Lot, nor any improvement now or hereafter erected on any Lot, shall be used for any real estate sales or construction office or trailer, nor shall any sign used in conjunction with such uses be erected.

2.7 **CLOTHES LINE.** No exterior clothes dryer, clothes pole or similar equipment shall be erected, installed or maintained on any Lot, nor shall articles of clothing, bedding, or similar items be hung outside.

2.8 **TRAFFIC VIEW.** No Structure, landscaping, shrubbery or any other obstruction shall be placed on any Lot so as to block the clear view of traffic on any streets, nor shall any planting be done on any corner Lots closer than twenty (20) feet from either street line that will exceed three (3) feet in height (except shade trees which shall be trimmed so that a clear view may be maintained to the height of eight (8) feet).

2.9 **FRONT LAWN.** The area within the front of a dwelling shall be kept only as a lawn for ornamental or decorative planting of grass, trees and shrubbery.

2.10 **FENCES.** Other than fences initially constructed by Declarant or approved by the Architectural Review Committee in accordance with the provisions of this Declaration, no fence shall be placed or kept on a Lot. The Architectural Review Committee may, from time to time, designate one (1) or more fence types as "standard designs" and require all Owners to solely use such standard designs.

2.11 **NEAT APPEARANCE.** Except for any maintenance and repair which the Association may be obligated to perform, 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 watering all lawns and yards, 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 Architectural Review Committee, any Record Owner fails to perform the duties imposed hereunder, the Association, on affirmative action of a majority of the Board of Directors, after fifteen (15) days written notice to such Record Owner to remedy the condition in question, and upon failure of the Record Owner to remedy the condition, shall have the right (but not the obligation), through its agents

Linda S. Mericle, P.A.

ATTORNEY AT LAW

6404 IVY LANE

SUITE 408

GREENBELT, MD 20770

TELEPHONE 301-474-2044

FAX 301-474-7601

RECEIVED
SEP 05 2007

BY:.....

BY FACSIMILE AND REGULAR MAIL

September 4, 2007

The Commercial Management Group, Inc.
ATTN: Natasha Summers
14502 Greenview Drive, Suite 208
Laurel, Maryland 20708

RE: Glenshire Estates/Basketball Hoop Installation

Dear Natasha:

Pursuant to your request, I have briefly reviewed the Association documents regarding the installation of basketball hoops by homeowners. Article 2.2 of the Declaration states that no structure may be constructed or erected on any lot unless the owner first submits an application and obtains the prior written approval of the Board or Architectural Review Committee. Based upon this provision, it is clear that a homeowner must obtain the written approval from the Association before installing a basketball hoop of any kind, whether it be permanent or portable. Any unauthorized installation/erection of any type of basketball apparatus would be a violation of this provision.

In an effort to determine whether the Board has any authority for granting approval for the installation of permanent basketball hoops, I have also reviewed the requirements of Article 2.5 of the Declaration, which provides, "portable basketball apparatus may be located on a Lot if the Owner of said Lot obtains the prior written approval of the Architectural Review Committee . . . and provided that such apparatus is stored when not in use. Neither portable nor permanent basketball apparatus shall be located in any Common Areas."

According to my legal interpretation of this provision, I do not believe that all permanent basketball hoops are automatically prohibited from being installed on an owner's property. Article 2.5 of the Declaration, which governs the requirements for temporary structures only, does not state that all permanent basketball hoops are prohibited; it merely states that no basketball hoop, whether permanent or portable, shall be located on the common areas. This implies that built-in basketball hoops may be allowed on an owner's property, not common areas, so long as the owner submits an application and obtains the prior written approval of the Board or Architectural Review Committee before commencing installation in accordance with Article 2.2 of the Declaration. However, the basketball apparatus must be installed within the boundaries of the owner's "Lot", as designated on the Plat, and not on common-area property.

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In conclusion, since there is no express prohibition against built-in basketball hoops, the Board or the Architectural Review Committee may allow the installation of a permanent basketball hoop if an application is submitted and all the formal requirements are met. On the other hand, the Board, in its discretion, may prohibit all permanent basketball hoops in the development as a matter of policy. The Board, in making this decision, should enforce the rules consistently. In this regard, if the Board of Directors wants to prohibit all permanent basketball hoops within the development, I recommend that the Board of Directors adopt a formal Resolution to be recorded in the County Land Records and distributed to all the homeowners. The recorded Resolution will then be binding on future owners of the development and violations may be enforced by the Association. Should the Board decide to proceed in this manner, I will be happy to assist the Board with drafting, adopting, and recording a Resolution in accordance with the provisions of the Association documents.

It is my understanding that a homeowner has installed a permanent basketball hoop without first obtaining the written approval of the Board or the Architectural Review Committee in violation of Article 2.2 of the Declaration. Please be aware that Section 11-113 of the Maryland Condominium Act states that the Association must give an owner notice and a hearing before sanctions may be imposed for a violation. Although the Maryland Condominium Act does not expressly apply to homeowners associations, Courts have referred to the provisions of the Maryland Condominium Act when the Maryland Homeowners Association Act is silent on an issue, as is the case in this instance. Therefore, it is my recommendation that if the Board of Directors would like to enforce this violation, a letter should be sent to the homeowner stating the nature of the violation, the action required to abate the violation, and give the owner at least ten (10) days to comply without further sanction. If the owner does not abate the violation within that time frame, then the Board of Directors should hold a hearing, giving at least fifteen (15) days written notice to the homeowner, to address the issue before imposing sanctions against the violating owner in accordance with the Association documents. I can assist the Board of Directors with this process if necessary.

Please call me if you have any questions. Thank you for your cooperation.

Sincerely,

LINDA S. MERICLE, P.A.

By: 

Linda S. Mericle, Esq.

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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 Record Owner, as an additional assessment on the Lot.

2.12 **NUISANCES.** No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood or any adjoining property owners. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such properly maintained and operated devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other Structure constructed upon any Lot. No snowmobiles, go-carts, motorbikes, trail bikes, other loud-engine recreational vehicles or skateboard ramps shall be run or operated upon any Lot or upon any roadways serving the Property

2.13 **ANIMALS.** No animals, livestock, or poultry of any kind, including pigeons, shall be raised, bred or kept on any Lot, except that dogs, cats or any household pets, may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they are kept so as to avoid becoming a nuisance to the neighborhood or to any adjoining property owners, and do not roam unattended on the Property. Household pets shall not include miniature pigs, horses or other hybrid livestock or farm animals. Pets shall be registered, licensed and inoculated as required by law. Owners shall be responsible for the immediate clean-up and removal of their pets' waste from any other Lot and the Common Areas.

2.14 **VEHICLES.**

(a) As used herein,

(i) "Vehicle" means a Commercial Vehicle, Motor Vehicle, Recreational Vehicle, automobile, Large Truck, other truck or van (in each case, as defined by the Maryland Motor Vehicle Administration or by common usage and practice), trailer, motorcycle, bicycle, mo-ped, or other powered or unpowered vehicle.

(ii) "Commercial Vehicle" means any (1) automobile, truck or van used or designed principally for commercial, business or industrial use, or (2) taxicab or other Vehicle displaying a commercial logo, message or identification.

(iii) "Inoperable Vehicle" means any Commercial, Recreational or other Vehicle which is a junk Vehicle, or is inoperable, or lacks current, valid registration plates, or would not pass applicable state vehicular inspection criteria.

(iv) "Large Truck" means any truck or van (in each case, as defined by the Maryland Motor Vehicle Administration or by common usage and practice), or self-propelled farm or construction vehicle, which is more than 24 feet long, or has a capacity exceeding three-quarters ton.

(v) "Motor Vehicle" means a vehicle required by law to be registered with the Maryland Motor Vehicle Administration or another governmental authority or entity, or propelled by a motor.

(vi) "Recreational Vehicle" means any (1) boat, boat trailer, camp truck, camp trailer, golf cart, house trailer, personal watercraft, snowmobile, recreational bus or similar vehicle, motor home, camper van or all-terrain vehicle, or (2) other powered or unpowered vehicle designed primarily for use for sports or recreational purposes.

(b) No Vehicle shall be parked or stored in the Community other than in accordance with the provisions hereof; provided, however, that any Vehicle may be kept (1) in a fully enclosed garage or driveway located on a Lot, or (2) elsewhere if expressly permitted by this Declaration, or (3) on a public road if permitted by law.

(c) Unless permitted by any other provision of this Declaration, no Inoperable Vehicle shall be parked or stored anywhere in the Community.

(d) Anything to the contrary notwithstanding herein, nothing herein shall prohibit the parking of Commercial Vehicles on a parking area or driveway on any Lot while providing maintenance, repair or installation services on, or making a delivery to or from, such Lot.

(e) No automobile or other Vehicle shall be constructed, restored or repaired on a Lot or Common Areas at a location visible from outside a garage or other building thereon, other than minor repairs such as oil, filter, battery, belt, wiper, light and tire changes, or emergency repairs which cannot reasonably be performed elsewhere, in each case if performed (1) on a Vehicle owned by an Owner of, and customarily kept on, such Lot or Common Areas, (2) using all appropriate environmental safeguards, and (3) in a continuous and timely manner.

(f) No person shall operate a Vehicle in the Community other than in a safe and quiet manner and with due consideration for the rights of all Owners and occupants, or without holding a valid driver's license.

(g) Nothing in this Declaration shall prohibit or restrict the Declarant during the Development Period from operating, parking, maintaining or otherwise using a Vehicle anywhere in the Community.

2.15 **LIGHTING AND WIRING.** The exterior lighting on Lots shall be directed downward and shall not be directed outward from, or extend beyond, the boundaries of any Lot. All wiring on any Lot shall be underground.

2.16 **ANTENNAE.** No radio aerial, antenna or satellite or other signal receiving dish, or other aerial or antenna for reception or transmission, shall be placed or kept on a Lot outside of a dwelling, except on the following terms:

(a) An Owner may install, maintain and use on its Lot one (or, if approved, more than one) Small Antenna (as hereinafter defined) in the rear yard of a dwelling on the Lot, at such location, and screened from view from adjacent dwellings in such a manner and using such trees, landscaping or other screening material, as are approved by the Architectural Review Committee, in accordance with Article II. Notwithstanding the foregoing terms of this subsection, (i) if the requirement that a Small Antenna installed on a Lot be placed in the rear yard of a dwelling would impair such Small Antenna'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; (ii) if and to the extent that the requirement that such Small Antenna be screened would result in any such impairment,

such approval shall be on terms not requiring such screening; and (iii) if the prohibition against installing, maintaining and using more than one (1) Small Antenna on a Lot would result in any such impairment, then such Owner may install on such Lot additional Small Antenna as are needed to prevent such impairment (but such installation shall otherwise be made in accordance with this subsection).

(b) In determining whether to grant any approval pursuant to this Section, neither Declarant, the Architectural Review Committee nor the Board of Directors shall withhold such approval, or grant it subject to any condition, if and to the extent that doing so would result in an impairment.

(c) As used herein, (i) "impair" has the meaning given it in 47 Code of Federal Regulations Part 1, section 1.4000, as hereafter amended; and (ii) "Small Antenna" means any antenna (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 (1) meter or less in diameter or diagonal measurement and designed to receive certain types of broadcast or other distribution services or programming.

2.17 SUBDIVISION. No Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose; provided, however, this shall not prohibit transfers of parts of Lots between adjoining Lot owners where the transfer is not for the purpose of creating a new building Lot. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any person for any purpose.

2.18 SIGNAGE. Other than signs deemed necessary and appropriate by the Declarant or its successors and assigns, and excluding entrance signage for the Community, directional signs, signs for traffic control or safety, no advertising, for sale or display signs of any character shall be placed or maintained on any part of the Property or on or visible from within any dwelling or Structure. In addition to the foregoing, no candidate sign (as such term is defined in Section 11B-111.2 of the Real Property Article, Annotated Code of Maryland, 1996 Repl. Volume, as the same may be amended from time to time), or a sign that advertises the support or defeat of any proposition, may be displayed in the Common Areas; any permissible candidate sign shall be displayed in accordance with provisions of federal, State and local law; and may only be displayed no more than 30 days before the primary election, general election, or vote on the proposition; and no more than 7 days after the primary election, general election or vote on the proposition.

2.19 LEASE AGREEMENTS. All lease agreements with respect to any Lot or any Structure located thereon shall be in writing and submitted to the Board of Directors of the Association for approval. The minimum term of all lease agreements shall be one (1) year, and shall state that the lease agreement shall be subject to this Declaration. Current copies of any lease must be supplied to the Association. Record Owners who do not reside on their Lot must provide current addresses and phone numbers to the Association.

2.20 CONSERVATION AREAS. Any portion of the Common Areas or Lots designated and shown on any recorded subdivision plat of all or a portion of the Property as conservation easement shall remain in a natural, undisturbed state and will not be developed, or improvements erected thereupon by the Declarant, its successors or assigns, the Association,

or any Record Owner, except those of a minor nature necessary for such intended use and permitted by applicable law. All Owners shall be subject to the provisions of any recorded declaration of covenants, conditions and restrictions for such conservation areas.

2.21 TRASH AND OTHER MATERIALS. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except (a) building material during the course of construction of any approved dwelling or other permitted Structure, and (b) firewood, which shall be cut and neatly stored at least six (6) inches off the ground and twelve (12) inches away from any Structure. No burning of trash shall be permitted on any Lot. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open in accordance with local law or on any day that a pick-up is to be made at such place on the Lot as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so as not to be visible from the roadway or the other Lots or Common Areas. Trash shall be disposed of in hard rubber or plastic containers covered with a lid.

2.22 NON-INTERFERENCE WITH UTILITIES. No Structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels. No poles and wires for the transmission of electricity, telephone and the like shall be placed or maintained above the surface of the ground on any Lot.

2.23 TREE REMOVAL. No Record Owner shall have the right to remove any of the healthy growing trees located on any of the Lots within the subdivision except upon Architectural Review Committee approval.

2.24 FAMILY DAY CARE. The use of any Lot within the Property as a "family day care home" (as such term is defined in Section 11B-111.1 of the Real Property Article, Annotated Code of Maryland, 1996 Repl. Volume, as the same may be amended from time to time), is prohibited to the extent such prohibition may be enforced under Section 11B-111.1. In the event such prohibition may not be enforced under Section 11B-111.1, then family day care homes shall be controlled by the following conditions:

(a) The Owner or day care provider (as defined in Section 11B-111.1) operating the family day care home ("Home") shall be registered with and have a license issued by the Department of Human Resources, in accordance with the registration and licensing provisions set forth in Title 5, Subtitle 5 of the Family Law Article. The Owner or day care provider shall furnish a copy of the license to the Architectural Review Committee prior to establishing and operating the Home and upon each renewal thereof.

(b) The Owner or day care provider shall obtain the liability insurance described in Article 48A, Section 481D of the Code, in at least the minimum amount described in that Section. The Owner or day care provider may not operate the Home without the liability insurance described herein, and shall present proof of insurance to the Architectural Review Committee before establishing and operating the Home and upon any renewal of the policy.

(c) The Owner or day care provider shall pay, on a pro-rata basis with other Homes then in operation in the Community, any increase in the insurance costs of the Association attributable solely and directly to the operation of the Home, upon presentation of a statement from the Architectural Review Committee setting forth the increased costs and

requesting payment of same. The increased insurance costs shall be considered an assessment against the Lot, and may be collected under the Maryland Contract Lien Act.

(d) The Owner or day care provider shall not use any of the Common Areas for any purpose directly or indirectly relating to the operation of the Home.

ARTICLE III

**PROPERTY SUBJECT TO THIS DECLARATION;
ANNEXATION AND DEANNEXATION**

3.1 **PROPERTY.** The real property which is, and shall be, transferred, held, sold, conveyed and occupied subject to this Declaration is located in the Community, and is described on Exhibit "A" attached hereto, all of which real property is referred to herein as the "Property".

3.2 **ADDITIONS TO PROPERTY.**

(a) The Declarant, its successors and assigns, shall have the right for seven (7) years from the date hereof to bring within the scheme of this Declaration additional property within the Community (the "Additional Property"), without the consent of the Class A members of the Association provided that the annexation is in accordance with the general plan heretofore approved. The general plan of development is shown on the Plat, but the plan shall not bind the Declarant, its successors or assigns, to make the proposed additions, or to adhere to the plan in any subsequent development of the land shown thereon.

(b) The additions authorized under this subsection shall be made by filing a supplemental declaration of record with respect to the Additional Property which shall extend the scheme of the Declaration to such Additional Property, and which Additional Property shall thereupon become part of the Property. Upon the filing of any supplemental declaration, Record Owners of Additional Property shall be subject to the same obligations and entitled to the same privileges as apply to the Record Owners of the Property. Such supplemental declaration may contain such complementary additions and modifications to the Declaration as may be necessary to reflect the different character, if any, of the Additional Property not inconsistent with the scheme of this Declaration. In no event, however, shall such supplemental declaration revoke, modify or add to the Covenants established by this Declaration for the Property as of the date hereof.

3.3 **DEANNEXATION.**

(a) Provided there are Class B members, the Declarant may deannex any property (excluding, however, any Common Areas conveyed to the Association by the Declarant) from the Property for a period of seven (7) years from the date of recordation of this Declaration. Such deannexed property shall no longer be subject to the covenants and restrictions of this Declaration except for any easements, rights, reservations, exemptions, power or privileges reserved to the Declarant pursuant to this Declaration which burden the deannexed property for the benefit of any property which is subject to the Declaration. Such deannexation shall be made by recording a supplementary declaration among the Land Records of the County, withdrawing the effect of the covenants and restrictions of this Declaration from the deannexed property. Such deannexed property may be utilized by the Declarant, or any successor, assign or transferee thereof, for any lawful purpose or use.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

4.1 MEMBERSHIP. Every Record Owner of a Lot that is subject to assessment shall become and be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

4.2 CLASSES OF MEMBERSHIP.

(a) The Association shall have two (2) classes of voting membership:

(i) Class A. Except for the Declarant, who shall initially be a Class B member, the Class A members shall be all Record Owners holding title to one (1) or more Lots; provided, however, that any Mortgagee or any other person or entity who holds such interest solely as security for performance of an obligation shall not be a Class A member solely on account of such interest. Each Class A member shall be entitled to one (1) vote per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.

(ii) Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to ten (10) votes per Lot for each Lot owned by it, in all proceedings in which actions shall be taken by members of the Association.

(b) If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, holds the record title to any Lot, all of the same, as a unit, and not otherwise, shall be deemed a single member of the Association. The vote of any member comprised of two (2) or more persons, firms, corporation, trustees, or other legal entities, or any other combination thereof, shall be cast in the manner provided for in the Articles of Incorporation and/or By-Laws of the Association, or as the several constituents may determine, but in no event shall all such constituents cast more than one (1) vote per Lot for each Lot owned by them.

4.3 CONVERSION. The Class B membership in the Association shall cease and be converted to Class A membership in the Association, upon the earlier to occur of: (i) the expiration of the Development Period; or (ii) upon the surrender of the Class B membership by the then Class B members on the books of the Association. If after such conversion Additional Property is made subject to the Declaration, then the Class B member shall be reinstated until December 31, 2015, or such earlier time as the total number of votes entitled to be cast by Class A members again equals or exceeds the total number of votes entitled to be cast by the Class B member. The Declarant shall thereafter remain a Class A member of the Association as to each and every Lot from time to time subject to the terms and provisions of this Declaration in which the Declarant then holds the interest otherwise required for Class A membership.

ARTICLE V

DECLARANT'S RESERVED RIGHTS AND OBLIGATIONS

5.1 UTILITY EASEMENTS. Easements with respect to sanitary sewer and

water, cable television, electricity, gas and telephone lines and any other like facilities shall be governed by the following:

(a) The Owner of any Lot, or the Association, shall have the right, to the extent necessary, to enter upon or have a utility company enter upon any portion of the Property in which utility installations lie, in order to repair, replace and generally maintain said installations.

(b) The right granted in Section 5.1(a) above shall be only to the extent necessary to entitle the Owner or the Association full and reasonable use and enjoyment of the utilities and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area to its prior condition.

(c) A non-exclusive, perpetual, blanket easement over the Property for the installation and maintenance of electric, telephone, cable television, water, gas, drainage, utility, sanitary sewer lines and facilities, pressure sewers and grinder pumps, and the like, is hereby reserved by Declarant and its successors and assigns, together with the right to grant and transfer the same during such time that Declarant or its successors and assigns is the Owner of the Property.

5.2 DEVELOPMENT EASEMENTS.

(a) Easements Reserved to the Declarant.

(i) Easement to Facilitate Development. The Declarant hereby reserves to itself and its designees a non-exclusive blanket easement over and through the Property for all purposes reasonably related to the development and completion of improvements on the Property, including without limitation: a. temporary slope and construction easements; b. drainage, erosion control and storm and sanitary sewer easements including the right to cut or remove trees, bushes or shrubbery, to regrade the soil and to take any similar actions reasonably necessary; provided, however, that thereafter the Declarant shall restore the affected area as near as practicable to its original condition; and c. easements for the construction, installation and upkeep of improvements (e.g., buildings, landscaping, street lights, signage, etc.) on the Property or reasonably necessary to serve the Property.

(ii) Easement to Facilitate Sales. The Declarant hereby reserves to itself and its designees the right to: a. use any Lots owned or leased by the Declarant and any other Lot with the written consent of the Owner thereof, as models, management offices, customer service offices or sales office parking areas; b. place and maintain in any location on the Common Areas and the storm water management area, and on any Lot, entrance signage for the Community, street and directional signs, temporary promotional signs, temporary construction and sales offices, plantings, street lights, entrance features, "theme area" signs, lighting, stone, wood or masonry walls or fences and other related signs and landscaping features; and c. relocate or remove all or any of the above from time to time in the Declarant's sole discretion.

(iii) Entrance Signage Easement on Lot No. 34. The Declarant hereby reserves to itself and its successors and assign as well as the Association and its agents, an easement on, over and through Lot No. 34, shown on the Plat, for the purposes of installation, repair and replacement of entrance signage located thereon which serves the Community. The areas of the entrance signage easement for Lot No. 34 is described and

shown on Exhibit "B", attached hereto and incorporated herein by reference.

(iv) Storm Water Management Easement. The Declarant hereby reserves to itself and its successors and assigns an easement and the right to grant and reserve easements over and through the Property for the construction and upkeep of storm water management facilities, including storm water retention areas. The Declarant shall also have the right to allow adjacent properties to tie their storm water management facilities into the storm water management facilities for the Property; provided, however, that the Owners of such adjacent properties agree to bear a portion of the expense of upkeep for the storm water management facilities for the Property in such amount as may be deemed appropriate by the Declarant.

(v) Relocation Easements. The Declarant hereby reserves unto itself the right to relocate, change or modify, from time to time, any and all streets, roadways and utility easements which may be located within the Common Areas and to create new streets, roadways and utility easements therein.

(vi) Completion Easements and Rights of Declarant. Declarant reserves unto itself the right, notwithstanding any other provision of the Declaration, to use any and all portions of the Property, including any Common Areas which may have previously been conveyed to the Association, for all purposes necessary or appropriate to the full and final completion of construction of the Community. Specifically, none of the provisions of Article II concerning architectural control or use restrictions shall in any way apply to any aspect of the Declarant's development or construction activities and notwithstanding any provisions of this Declaration, none of the Declarant's construction activities or any other activities associated with the development, marketing, construction, sales management or administration of the Community shall be deemed noxious, offensive or a nuisance. The Declarant reserves the right for itself and its successors and assigns, to store materials, construction debris and trash during the construction period on the Property without keeping same in containers.

(vii) Grading Easements. Declarant expressly reserves unto itself the right at or after the time of grading of any street or to such other Lot or any part thereof for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of a dwelling built or to be built on such Lot, but said Declarant shall not be under any obligation or duty to do such grading or to maintain any slope.

(viii) Common Area Easements.

a. Utilities. The Declarant hereby expressly reserves unto itself and hereby grants to any utility company, to whom the Declarant may grant, convey, transfer, set over and assign the same, or any part thereof, the right to discharge surface water on and to lay, install, construct, and maintain, on, over, under or in those strips across land designated on the Plat as an easement area, or on, over, under, or in any portion of any Common Areas, pipes, drains, mains, conduits, lines, and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, and other public utilities or quasi-public utilities deemed necessary or advisable to provide adequate service to any Lot now or hereafter laid out or established on the Property, or the area in which the same is located, together with the right and privilege of entering upon the Common Areas for such purposes and making openings and excavations therein, provided that same be corrected and the ground be restored and left in good condition.

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b. Sediment Control Ponds/Facilities. The Declarant hereby expressly reserves unto itself the right to continue to use and maintain any sediment control ponds or facilities located on any Common Areas.

(ix) Maintenance Easements. Each Owner hereby grants an easement to the Association and its agents in order for the Association to perform any and all repair and maintenance of Lots which the Association is either required to perform hereunder or elects to perform pursuant to the provisions of this Declaration.

(b) Further Assurances. Any and all conveyances made by the Declarant to the Association or any Owner shall be conclusively deemed to incorporate these reservations of rights and easements, whether or not set forth in such grants. Upon written request of the Declarant, the Association and each Owner shall from time to time execute, acknowledge and deliver to the Declarant such further assurances of these reservations of rights and easements as may be requested.

(c) Duration and Assignment of Development Rights. The Declarant may assign its rights under this Section to, or share such rights with, one or more other persons, exclusively, simultaneously or consecutively. The rights and easements reserved by or granted to the Declarant and Builder pursuant to this shall continue for so long as the Declarant or its designees are engaged in development or sales, or activities related thereto, anywhere on the Property, unless specifically stated otherwise; provided, however, that the easements described in the following provisions of Section 5.2 (a) shall run in perpetuity: (i) c., (ii) b., (iii), (iv), (viii) a. and (ix).

(d) Association Power to Make Dedications and Grant Easements. The Declarant, on behalf of itself and its successors and assigns, hereby also grants to the Association the rights, powers and easements reserved to the Declarant by Article V hereof. These rights, powers and easements may be exercised by the Association, subject to any other provisions herein; provided, however, that the limitations on duration applicable to the Declarant shall not apply to the Association. If the Declarant or any Owner requests the Association to exercise its powers under this Section, the Association's cooperation shall not be unreasonably withheld, conditioned or delayed.

5.3 EASEMENT FOR UPKEEP. The Declarant hereby reserves unto itself and hereby grants to the Association, the managing agent and any other persons authorized by the Board of Directors, in the exercise and discharge of their respective powers and responsibilities, the right of access over and through any portion of the Property for purposes of upkeep of the Property, including, without limitation, the right to make inspections, correct any condition originating in a Lot or in the Common Areas threatening another Lot or the Common Areas, correct drainage, perform installations or upkeep of utilities, landscaping, retaining walls or other improvements located on the Property for which the Association is responsible for upkeep, or correct any condition which violates this Declaration and for the Association to perform its duties described in Section 6.3 pertaining to the entrance signage for the Community. The agents, contractors, officers and directors of the Association may also enter any portion of the Property (excluding any improvement) in order to utilize or provide for the upkeep of the areas subject to easements granted in this Article to the Association. Each Owner shall be liable to the Association for the cost of all upkeep performed by the Association and rendered necessary by any act, neglect, carelessness or failure to comply with this Declaration for which such Owner is responsible pursuant to this Declaration, and the costs

incurred by the Association shall be assessed against such Owner's Lot in accordance with Article VIII hereof.

5.4 EASEMENT FOR SUPPORT. To the extent that any portion of the Property now or hereafter supports or contributes to the support of any other portion of the Property, the former is hereby burdened with an easement for the lateral and subjacent support of the latter.

5.5 EASEMENT AND EMERGENCY ACCESS. The Declarant, on behalf of itself and its successors and assigns, hereby reserves unto itself and grants an easement to: (1) all police, fire, ambulance and other rescue personnel over and through all or any portion of the Property for the lawful performance of their functions during emergencies; and (2) the Association, over and through all Lots, if emergency measures are required in any Lot to reduce a hazard thereto or to any other portion of the Property. The Association is hereby authorized but not obligated to take any such measures.

5.6 EASEMENT FOR USE OF COMMON AREAS. The Declarant hereby reserves unto itself, for so long as the Declarant is engaged in development or sales, or activities related thereto anywhere on the Property or the Declarant is an Owner and to each Owner and each person lawfully occupying a Lot, a non-exclusive right and easement of use and enjoyment in common with others of the Common Areas, provided, however, that the Declarant shall have the same right and easement of use as the other Owners. Such right and easement of use and enjoyment shall be appurtenant to each Lot, whether or not mentioned in the deed thereto. Any purported conveyance or other transfer of such rights and easements apart from the Lot to which such rights and easements are appurtenant shall be void.

5.7 VEHICLE AND PEDESTRIAN ACCESS. The Declarant hereby reserves to itself, for so long as Declarant is engaged in development or sales, or activities related thereto anywhere on the Property, and hereby grants to each other Owner and each person lawfully occupying a Lot a non-exclusive easement over all streets, walks and paths on the Common Areas for the purpose of vehicular or pedestrian access, ingress and egress, as appropriate, to any portion of the Property to which such person has the right to go, subject to any Rules and Regulations promulgated by the Association pursuant to this Declaration. Any purported conveyance or other transfer of such rights and easements apart from the Lot to which such right and easement are appurtenant shall be void.

5.8 LIMITATIONS. The rights and easements of enjoyment created hereby shall be subject (in addition to any easements granted or reserved in this Declaration or pursuant to the Articles of Incorporation and By-Laws of the Association) to all rights and powers of the Declarant and the Association when exercised in accordance with the other applicable provisions of such documents, including without limitation the Association's right to regulate the use of the Common Areas, to grant easements across the Common Areas, to dedicate portions of the Common Areas and to mortgage the Common Areas subject to the provisions of this Declaration.

5.9 SALES OFFICE, ETC. Nothing contained in this Declaration shall be construed to in any way limit the right of Declarant to use any Lot owned by Declarant for the purpose of a construction office, sales office, and/or for model and display purposes and for the carrying out of the above activities, and/or storage compound and parking lot for sales, marketing, and construction.

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5.10 **LOT LINES.** The Declarant, for itself, its successors and assigns, reserves the right to alter, amend, and change any Lot lines or subdivision plat prior to transfer of any Lot pursuant to a recorded subdivision plat. In addition, Declarant reserves the right to alter Lot lines between Lots owned by it at any time.

5.11 **PLAT CHANGES.** No right shall be conferred upon any Owner or Member by the recording of any plat relating to the development of the Property described herein to require the development of said Property in accordance with such plat. Declarant expressly reserves unto itself, the right to make such amendments to any such plat or plats as shall be advisable in their best judgment and as shall be acceptable to public authorities having the right to approval thereof.

ARTICLE VI

COMMON AREAS

6.1 **MEMBER'S RIGHT OF ENJOYMENT.** Every member of the Association shall have a non-exclusive right and easement for the use, benefit and enjoyment, in common with others, in and to the Common Areas and such non-exclusive right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the restrictions herein set forth. If ingress or egress to any dwelling is through the Common Areas, any conveyance or encumbrance of such area is subject to such Owner's easement.

6.2 **NUISANCE.** No noxious or offensive activity shall be carried on upon the Common Areas nor shall anything be done thereon which will become an annoyance or nuisance to the Community.

6.3 **MAINTENANCE OBLIGATIONS OF THE ASSOCIATION.** The Association shall improve, manage, operate, examine, insure, inspect, repair, replace, restore and maintain the following areas: (a) Community entrance signage located on Lot No. 34 and (b) any area dedicated to a public or governmental entity if such entity fails to properly maintain such area, as from time to time improved. All of the foregoing maintenance obligations shall be at the Association's own cost and expense, and the Association shall levy against each member of the Association a proportionate share of the aggregate cost and expense required for the care, maintenance and improvement of the foregoing described areas, which proportionate share shall be determined based on the ratio which the number of Lots owned by the member bears to the total number of Lots then laid out or established on the Property.

6.4 **RESTRICTIONS.** The right of each member of the Association to use the Common Areas shall be subject to the following:

(a) any rule or regulation now or hereafter set forth in this Declaration and, further, shall be subject to any rule or regulation now or hereafter adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas;

(b) the right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas in a manner designed to promote the enjoyment and welfare of the members;

(c) the right of the Association to take such steps as are reasonably

necessary to protect the property of the Association against mortgage default and foreclosure;

(d) the right of the Association to suspend the voting rights and the rights to use of the Common Areas after notice and a hearing for any period not to exceed sixty (60) days for any infraction of any of the published rules and regulations of the Association or of this Declaration; and

(e) the right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Declarant or any other person; provided, however, that no such license, right-of-way or easement shall be unreasonably and permanently inconsistent with the rights of the members to the use and enjoyment of the Common Areas.

(f) All of the foregoing shall inure to the benefit of and be enforceable by the Association and the Declarant, or either of them, their respective successors and assigns, against any member of the Association, or any other person, violating or attempting to violate any of the same, either by action at law for damages or suit in equity to enjoin a breach or violation, or enforce performance of any term, condition, provision, rule or regulation. Further, the Association and the Declarant shall each have the right to abate summarily and remove any such breach or violation by any member at the cost and expense of such member.

ARTICLE VII

ENCROACHMENTS

If any Structure or any part thereof, as a result of the initial construction and/or settlement and/or shifting of such Structure, encroaches upon an adjoining Lot or Common Area, there shall arise, without the necessity of any further or additional act or instrument, an easement for the encroachment in favor of the encroaching Owner, its heirs, personal representatives, successors and assigns. Such easement shall remain in effect for so long as the encroachment shall exist. The conveyance or other disposition of a Lot shall be deemed to include and convey, or be subject to, any easements arising under the provisions of this Article without specific or particular reference to such easement.

ARTICLE VIII

ASSESSMENTS FOR MAINTENANCE

8.1 **COVENANT FOR MAINTENANCE ASSESSMENT.** The Declarant for each Lot owned by it within the Property, hereby covenants, and each Record Owner, by acceptance of a deed hereafter conveying any such Lot to it, whether or not so expressed in such deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association (a) in advance, an annual assessment (the "Annual Assessment") equal to the member's proportionate share of the sum required by the Association, as estimated by the Board of Directors, for Annual Assessments or charges, and (b) Special Assessments or charges, for capital improvements ("Special Assessment"), such Annual and Special assessments and charges to be established and collected as hereinafter provided. The Annual and Special Assessments or charges shall be a charge and continuing lien upon each of the Lots against which the assessment is made in accordance with the terms and provisions of the Maryland Contract Lien Act, and this Article VIII shall be construed as a real covenant running

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with the Land and a contract of a lien under the terms of the said Act. Such assessments or charges, together with interest at a rate of eighteen percent (18%) per annum (unless such rate of interest is not legally allowable in which event the highest rate permitted by law shall be applicable), and costs and reasonable attorneys' fees incurred or expended by the Association in the collection thereof, shall also be the personal obligation of the Record Owner holding title to any Lot at the time when the assessment fell due or was payable. The personal obligation for any delinquent assessment or charge, together with interest, costs and reasonable attorneys' fees, however, shall not pass to the Record Owner's successor or successors in title unless expressly assumed by such successor or successors.

8.2 USE OF ASSESSMENTS. The assessments and charges levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Community, and in particular for (a) the repair, improvement and maintenance, operation, care, services and facilities related to the use and enjoyment of the Common Areas, including the Community entrance signage located on Lot No. 34; (b) the payment of insurance premiums on the Common Areas; (c) the costs of repair, replacement and additions to the Common Areas and improvements thereon; (d) the cost of obtaining, planting and thereafter maintaining street trees throughout the Community if required by the County, whether or not such street trees are located in the Common Areas; (e) the costs of utilities and other services which may be provided by the Association for the Community as may be approved from time to time by a majority of the members of the Association; (f) the cost of labor, equipment, insurance, materials, management and supervision incurred or expended in performing all of the foregoing; (g) the cost of funding all reserves established by the Association, including a general operating excess and a reserve for replacements; and (h) any other costs incurred by the Association in performing maintenance obligations described in this Declaration.

8.3 MAXIMUM ANNUAL ASSESSMENT.

(a) From and after the date that the first Lot is conveyed to a Record Owner other than the Declarant, the maximum Annual Assessment shall be the aggregate of Four Hundred Dollars (\$400.00) for each Lot, payable annually on March 1 of each year, which amount the Board of Directors may increase up to forty percent (40%) each year from the prior year without the vote of any of the Owners.

(b) If the Board of Directors of the Association desires to fix the Annual Assessment or charges against each Lot by more than forty percent (40%) from the prior year, then such increase shall require the assent of two-thirds (2/3) of each class of members of the Association, voting in person or by proxy, at a meeting duly called for such purposes.

8.4 SPECIAL ASSESSMENTS. In addition to the Annual Assessments authorized above, the Association may levy in any assessment year, a Special Assessment, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on the Common Areas, including fixtures and personal property related thereto, and/or to meet any other deficit of the Association or any emergency or unforeseen expenses of the Association; provided that such Assessment shall first be approved by two-thirds (2/3) of the votes of each class of the members of the Association, voting in person or by proxy at a meeting duly called for such purpose.

8.5 COMMENCEMENT DATE OF ANNUAL ASSESSMENTS.

(a) The Annual Assessments as to any Lot shall commence on the date that the Lot is conveyed to any person other than Declarant.

(b) The due date of any Special Assessment under Section 8.4 shall be fixed in the resolution authorizing such Special Assessment.

8.6 DUTIES OF THE BOARD OF DIRECTORS.

(a) Commencing with the first fiscal year of the Association, the Board of Directors shall determine the amount of the maintenance assessments annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of Annual Assessments may be levied and collected on a monthly, quarterly or semi-annual basis rather than on the annual basis herein above provided for. Any member may prepay one or more installments of any maintenance assessment levied by the Association, without premium or penalty.

(b) The Board of Directors shall prepare, or cause the preparation of an annual operating budget for the Association, which shall provide, without limitation, for the management, operation and maintenance of the Common Areas. The Board of Directors of the Association shall make reasonable efforts to fix the amount of the annual maintenance assessment against each Lot for each assessment period at least thirty (30) days in advance of the beginning of such period and shall, at that time, prepare a roster of the Lots and the annual maintenance assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Record Owner upon reasonable notice to the Board of Directors. Written notice of the annual maintenance assessments shall thereupon be sent to all members of the Association. The omission by the Board of Directors, before the expiration of any assessment period, to fix the amount of the annual maintenance assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any member from the obligation to pay the annual maintenance assessment, or any installment thereof, for that or any subsequent assessment period; but the annual maintenance assessment fixed for the preceding period shall continue until a new maintenance assessment is fixed. The budget and assessments shall become effective unless a special meeting of the Association is duly held and at such special meeting the budget and the assessments are disapproved by at least a majority of the Class A members of the Association. No member may exempt itself from liability for maintenance assessments by abandonment of any Lot owned by such member or by the abandonment of such member's right to the use and enjoyment of the Common Areas.

(c) The Association shall, upon demand at any time, furnish to any Record Owner liable for assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated as having been paid. A charge not to exceed ten dollars (\$10.00) may be levied in advance by the Association for each certificate so delivered.

8.7 ADDITIONAL ASSESSMENTS. Additional assessments may be fixed against any Lot only as provided for in this Declaration. Any such assessments shall be due as provided by the Board of Directors in making any such assessment.

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Order Date: 2016-02-20
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8.8 **NONPAYMENT OF ASSESSMENT.** Any assessment or portion thereof not paid within thirty (30) days after the due date thereof shall be delinquent and shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum (unless such rate of interest is not legally allowable in which event the highest rate permitted by law shall be applicable), and shall be subject to a late charge of Fifteen Dollars (\$15.00) or ten percent (10%) of the assessment, whichever is greater, and the Association shall have the right to declare the entire balance of the assessment and accrued interest thereon to be immediately due and payable. The Association may bring an action at law against the Record Owner personally obligated to pay the same, and/or without waiving any other right, at equity to foreclose the lien against the Lot in the same manner and subject to the same requirements as are specified by the law of Maryland for the foreclosure of mortgages or deeds of trust containing a power of sale or an assent to a decree, and there shall be added to the amount of such assessment the reasonable costs of preparing and filing the complaint of such action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided, late fees and reasonable attorneys' fees to be fixed by the court together with the cost of the action. No Record Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of such Record Owner's Lot.

8.9 **SUBORDINATION OF LIEN TO MORTGAGE.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage(s) or deed(s) of trust now or hereafter placed upon the Lot subject to assessment; provided, however, that the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such future assessment.

8.10 **ENFORCEMENT OF LIEN.** The Association may establish and enforce the lien for any assessment, Annual, Special, or otherwise, pursuant to the provisions of the Maryland Contract Lien Act. The lien is imposed upon the Lot against which such assessment is made. The lien may be established and enforced for damages, interest, costs of collection, late charges permitted by law, and attorneys' fees provided for herein or awarded by a court for breach of any of the covenants herein.

8.11 **EXEMPT PROPERTY.** The Common Areas and all Lots owned by the Association or dedicated to and accepted by a public authority and all property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Maryland shall be exempt from the assessments created herein; provided, however, any Lot used for residential purposes shall be subject to assessment. In addition, Declarant and any Lot owned by Declarant from time to time shall be exempt from payment of any type of assessment.

8.12 **RESERVES FOR REPLACEMENTS.**

(a) The Association shall establish and maintain a reserve fund for repairs and replacements of the Common Areas by the allocation and payment annually to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited with any banking institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America.

(b) The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any member of the Association in any such reserves shall be considered an appurtenance of such Record Owner's Lot and shall not be separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

8.13 **INITIAL CAPITAL CONTRIBUTION.** At settlement for each Lot, the sum of Four Hundred Fifty Dollars (\$450.00) shall be collected from each prospective member of the Association (other than the Declarant) for the purpose of start-up expenses and operating contingencies

ARTICLE IX

9.1 **TYPES OF INSURANCE MAINTAINED BY ASSOCIATION.** The Board of Directors shall have the authority to and shall obtain the following types of insurance:

(a) insurance on all insurable improvements on the Common Areas against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief in an amount sufficient to cover the full replacement cost of such improvements in the event of damage or destruction;

(b) a public liability insurance policy covering the Association, its officers, directors and managing agents, having at least a One Million Dollar (\$1,000,000.00) limit per total claims that arise from the same occurrence or in an amount not less than the minimum amount required by applicable law, ordinance or regulation;

(c) workers' compensation insurance, if and to the extent required by law; and

(d) fidelity bond or bonds covering all Directors, officers, employees and other persons handling or responsible for the funds of the Association, in such amounts as the Board of Directors deems appropriate.

9.2 **PREMIUMS FOR INSURANCE MAINTAINED BY ASSOCIATION.** Premiums for all insurance and bonds required to be carried under Section 9.1 hereof or otherwise obtained by the Association on the Common Areas shall be an expense of the Association, and shall be included in the Annual Assessments. Premiums on any fidelity bond maintained by a third party manager shall not be an expense of the Association.

9.3. **DAMAGE AND DESTRUCTION OF COMMON AREAS.**

(a) Immediately after any damage or destruction by fire or other casualty to all or any part of the insurable improvements on the Common Areas, the Board of Directors, or its agent, shall proceed with the filing and adjustment of all claims arising under the fire and extended coverage insurance maintained by the Association and obtain reliable estimates of the cost of repair or reconstruction of the damaged or destroyed improvements. Repair or reconstruction means repairing or restoring the improvements to substantially the same condition in which they existed prior to the fire or other casualty.

(b) Any damage or destruction to insurable improvements on the

Common Areas shall be repaired or reconstructed unless at least seventy-five percent (75%) of the members present at a meeting of the membership held within ninety (90) days after the casualty shall decide not to repair or reconstruct.

(c) If, in accordance with subsection (b), the improvements are not to be repaired or reconstructed and no alternative improvements are authorized by the members, then and in that event the damaged Common Areas shall be restored to its natural state and maintained as an undeveloped portion of the Common Areas by the Association in a neat and attractive condition. In such event, any excess insurance proceeds shall be paid over to the Association for the benefit of the Property, which proceeds may be used and/or distributed as determined by the Board of Directors, in its discretion, or as otherwise provided in the Articles of Incorporation and/or the Bylaws of the Association.

9.4 **REPAIR AND RECONSTRUCTION OF COMMON AREAS.** If any improvements on the Common Areas are damaged or destroyed, and the proceeds of insurance received by the Association are not sufficient to pay in full the cost of the repair and reconstruction of the improvements, the Board of Directors shall, without the necessity of a vote of the members, levy a Special Assessment against all Record Owners in order to cover the deficiency in the manner provided in Article VIII hereof. If the proceeds of insurance exceed the cost of repair, such excess shall be retained by the Association and used for such purposes as the Board of Directors shall determine.

9.5 **HAZARD INSURANCE ON IMPROVED LOTS.** Each Record Owner of an improved Lot at all times shall maintain fire and extended coverage insurance or other appropriate damage and physical loss insurance, in an amount equal to not less than one hundred percent (100%) of the current replacement value of the improvements on the Lot.

9.6 **OBLIGATION OF LOT OWNER TO REPAIR AND RESTORE.**

(a) In the event of any damage or destruction of the improvements on a Lot, the insurance proceeds from any insurance policy on an improved Lot, unless retained by a Mortgagee of a Lot, shall be applied first to the repair, restoration or replacement of the damaged or destroyed improvements. Any such repair, restoration or replacement shall be done in accordance with the plans and specifications for such improvements originally approved by the Declarant or the Architectural Review Committee; unless the Record Owner desires to construct improvements differing from those so approved, in which event the Record Owner shall submit plans and specifications for the improvements to the Architectural Review Committee and obtain its approval prior to commencing the repair, restoration or replacement. If any Mortgagee does not permit insurance proceeds to be used to restore any damaged or destroyed improvements, then the Record Owner of such Lot shall raze the improvements and return the Lot to its natural condition free of all debris.

(b) If any Record Owner of an improved Lot fails to maintain the insurance required by Section 9.5 of this Article, the Association may, but shall not be obligated to, obtain such insurance and pay any premiums required in connection with obtaining such insurance. Such Record Owner shall be personally liable to the Association for any costs incurred by the Association in obtaining such insurance, to the same extent as such Record Owner is liable for assessments levied against its Lot, and, upon the failure of the Record Owner to pay such costs within ten (10) days after such Record Owner's receipt of a written demand therefor from the Association, the Association may establish a lien therefor upon the Record Owner's Lot in accordance with and subject to the provisions of this Declaration

applicable to an assessment lien.

ARTICLE X

RIGHTS OF MORTGAGEES

10.1 GENERAL.

(a) Regardless of whether a Mortgagee in possession of a Lot is its Record Owner, (i) such Mortgagee in possession shall have all of the rights under the provisions of this Declaration, the Plat, the Articles of Incorporation, the By-Laws and applicable law, which would otherwise be held by such Record Owner, subject to the operation and effect of anything to the contrary contained in its Mortgage, and (ii) the Association and each other Record Owner or person shall be entitled, in any matter arising under the provisions of this Declaration and involving the exercise of such rights, to deal with such Mortgagee in possession as if it were the Record Owner thereof.

(b) Any Mortgagee in possession of a Lot shall (subject to the operation and effect of the provisions of this Declaration, the Articles of Incorporation, the By-Laws and applicable law) bear all of the obligations under the provisions thereof which are borne by its Record Owner; provided, that nothing in the foregoing provisions of this Section shall be deemed in any way to relieve any Owner of any such obligation, or of any liability to such Mortgagee on account of any failure by such Record Owner to satisfy any of the same.

ARTICLE XI

MISCELLANEOUS

11.1 **TERM.** This Declaration shall run with the land and shall be binding for a period of thirty (30) years from the date this Declaration is recorded, after which time this Declaration shall automatically be extended for successive periods of ten (10) years each unless and until an instrument has been recorded, by which this Declaration, in whole or in part, is amended, modified or revoked pursuant to the provisions of Section 11.9.

11.2 ENFORCEMENT.

(a) Enforcement of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages, or both. In acquiring title to any Lot in the Community, the purchaser or purchasers violating or attempting to violate any covenant, agree to reimburse the Association and/or any Record Owners for all costs and expenses for which it or they may incur as a result of the said violation or attempted violation, including but not limited to, court costs and attorneys' fees.

(b) These Covenants shall inure to the benefit of and be enforceable by the Association or by the Record Owner(s) of any land included in the Community and their respective legal representatives, successors and assigns, and all persons claiming by, through or under them.

(c) Notwithstanding the foregoing, neither the Association nor any person acting or purporting to act on its behalf shall (a) file or otherwise commence, or

prosecute, in any jurisdiction whatsoever, any (i) civil, criminal or administrative proceeding in or with any court or administrative body or officer, or (ii) appeal of or objection to any decision or other action made or taken by any court or administrative body or officer, in any judicial or administrative proceeding, or (b) testify or submit evidence (except where required by law, subpoena or formal order of such court, administrative body or officer), or otherwise take a formal position on any issue under consideration, in any such proceeding or appeal, in all cases until such action is approved in writing by, or by the vote of, both (i) members entitled to cast at least 75 percent of the votes held by all Owners other than the Class B Member, and (ii) (if such action would be taken during the Development Period), the votes of the Class B Member holding at least 75 percent of the votes. Nothing in this subsection shall apply to a civil or administrative proceeding which the Association commences or prosecutes with a court or administrative body or officer (a) to collect an Assessment, or enforce or foreclose a lien securing an Assessment, (b) otherwise to enforce the Association's rights or another person's obligations under the Declaration, By-Laws or Articles of Incorporation on account of a default or under any other provision of such documents, or (c) any action taken by the Declarant at any time or action undertaken by the Architectural Review Committee during the Development Period.

11.3 **NO WAIVER.** The failure or forbearance by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

11.4 **INCORPORATION BY REFERENCE ON RESALE.** In the event any Record Owner sells or otherwise transfers any Lot, any deed purporting to effect such transfer shall be deemed to contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and liens set forth in this Declaration, whether or not the deed actually so states.

11.5 **NOTICES.** Any notice required to be sent to any member or Record Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postage paid, to the last known address of the person who appears as member or Record Owner on the records of the Association at the time of such mailing.

11.6 **NO DEDICATION TO PUBLIC USE.** Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Areas by any public or municipal agency, authority or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the Common Areas.

11.7 **SEVERABILITY.** Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

11.8 **CAPTIONS AND GENDERS.** The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

11.9 AMENDMENT.

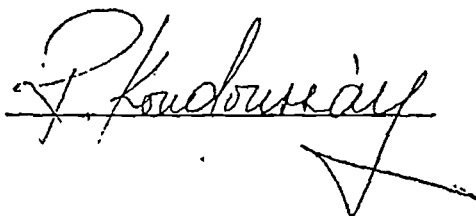
(a) While there is a Class B membership of the Association, this Declaration may be amended by an instrument in writing, signed and acknowledged by the Declarant and by the President or Vice-President and Secretary or Assistant Secretary of the Association after approval of the amendment at a meeting of the Association duly called for such purpose; provided, however, the Declarant shall have the absolute unilateral right, power and authority to amend, modify, revise or change any of the terms or provisions of this Declaration during the Development Period and in order to accomplish any such amendment, each Owner appoints Declarant as his/her power of attorney to execute any such amendment. THIS SPECIAL POWER OF ATTORNEY SHALL BE IRREVOCABLE AND COUPLED WITH AN INTEREST.

(b) The vote (in person or by proxy) or written consent of (i) at least two-thirds (2/3) of the Class A members of the Association, if any, and (ii) the Declarant shall be required to add to, amend, revise or modify this Declaration. Following the lapse of the Class B membership in the Association, as provided in Article IV hereof, this Declaration may be amended by an instrument in writing, signed and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Association with the approval, in the manner set forth above, of at least two-thirds (2/3) of the Class A members of the Association at a meeting of the Association duly called for such purpose.


(c) An amendment or modification shall be effective when executed by the President or Vice-President and Secretary or Assistant Secretary of the Association who shall certify that the amendment or modification has been approved as herein above provided. The amendment shall be recorded in the Land Records of the County. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording. For the purpose of recording such instrument, each Record Owner, other than the Declarant, hereby grants to the President or Vice-President and Secretary or Assistant Secretary of the Association an irrevocable power of attorney to act for and on behalf of each and every Record Owner in certifying, executing and recording said instrument. Notwithstanding anything to the contrary contained herein, in no event may any of Declarant's rights or privileges under the Articles of Incorporation or By-Laws of the Association or this Declaration be terminated, altered or amended without Declarant's prior written consent.

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

WITNESS/ATTEST:



DECLARANT:
HAVERFORD AT GLENSHIRE, LLC,
a Maryland limited liability company
By: Haverford Construction Corporation, Manager

By:  (SEAL)
Gregory S. Balian, President

16658 321

STATE OF Maryland, CITY/COUNTY OF Prince George's TO WIT:

I HEREBY CERTIFY that on this 25th day of November 2002 before, me, the subscriber, a Notary Public of the State of Maryland, personally appeared, Gregory S. Balian, President of Haverford Construction Corporation, Manager of HAVERFORD AT GLENSHIRE, LLC, the Declarant named in the foregoing Declaration of Covenants, Conditions and Restrictions, and who, being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of the Declarant.

AS WITNESS my hand and seal.

Gregory S. Balian
Notary Public

My Commission Expires: 4/5/06

The undersigned hereby certifies that the above instrument has been prepared by or under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland or by or on behalf of one of the parties named in the above instrument.

Rachel M. Hess
Rachel M. Hess, Esq.

Order: TFT52XFM9
Address: 5208 Devonport Ct
Order Date: 08-02-2020
Document not for resale
HomeWiseDocs

Exhibit "A"

DESCRIPTION OF THE PROPERTY SUBJECTED TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

All of that real property situate and lying in the Bowie (14th) Election District of Prince George's County, Maryland and more fully described as follows:

Lots numbered One (1) through Twelve (12), inclusive, in Block lettered "A" as shown on the plat entitled, "PLAT FOUR, GLENSHIRE ESTATES," recorded in Plat Book VJ169 at Plat 33, among the Land Records of Prince George's County, Maryland.

AND

Lots Numbered Thirteen (13) through Twenty-three (23), inclusive, in Block lettered "A" as shown on the plat entitled, "PLAT THREE, GLENSHIRE ESTATES," recorded in Plat Book VJ 169 at Plat 32, among the Land Records of Prince George's County, Maryland.

AND

Lots numbered Twenty-four (24) through Thirty-three (33), inclusive, in Block lettered "A" as shown on the plat entitled, "PLAT TWO, GLENSHIRE ESTATES," recorded in Plat Book VJ 169 at Plat 31, among the Land Records of Prince George's County, Maryland.

AND

Lots numbered Thirty-four (34) through Thirty-nine (39), inclusive, in Block lettered "A" as shown on the plat entitled, "LOTS 34 - 39 & PARCEL 'B', BLOCK A, GLENSHIRE ESTATES," recorded in Plat Book REP 193, at Plat 78, among the Land Records of Prince George's County, Maryland.

16658 323

Exhibit "B"

DESCRIPTION OF THE COMMUNITY ENTRANCE SIGN EASEMENT AREA ON
LOT NO. 34

See attached description

16658 324

DESCRIPTION OF A SIGN EASEMENT

FOR

GLENSHIRE ESTATES

Being a strip or parcel of land in, through, over and across the lands of Haverford at Glenshire, LLC, a Maryland Limited Liability Company, as recorded among the Land Records of Prince George's County, Maryland in Liber 15728 at Folio 001, said lands also being part of Lot 34, Block A as shown on a plat of subdivision entitled "Lots 34-39 & Parcel 'B', Block A, Glenshire Estates" as recorded in Plat Book REP193 as Plat No. 78 among the aforesaid land records and being more particularly described as follows:

Beginning for the same at a point lying on the westerly right of way line of Glenn Dale Road (variable width R/W), said point also lying on the southerly end of the truncated right of way line leading to the southerly right of way line of Glenshire Drive (variable width R/W), thence coincident with part of the said westerly right of way line,

1. South 03° 39' 00" East, 84.00 feet to a point, thence crossing to include part of the aforesaid Lot 34, Block A the following two (2) bearings and distances,
2. South 86° 21' 00" West, 38.00 feet, thence,
3. North 09° 05' 16" West, 103.60 feet to a point lying on the aforesaid southerly right of way line, thence coincident with part of said right of way line,
4. North 79° 06' 50" East, 23.00 feet to a point lying of the northerly end of the aforesaid truncated right of way line, thence coincident with said right of way line,
5. South 52° 16' 05" East, 33.32 feet to the point of beginning, containing 4,255 square feet or 0.0977 acre of land, more or less.



Walter E. Eckhardt

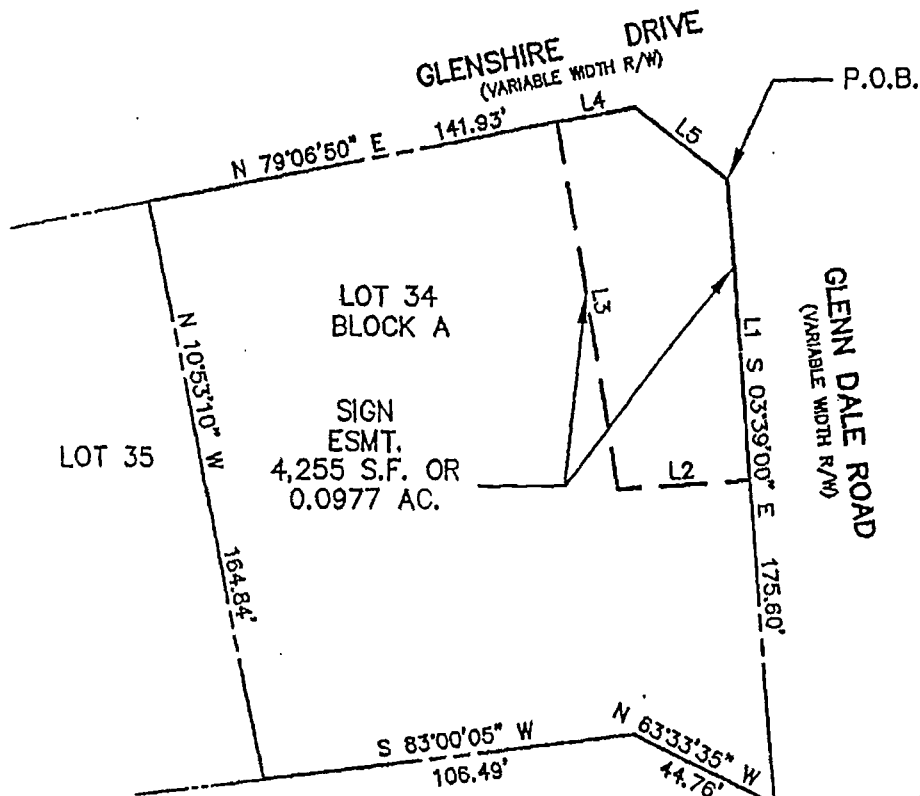
Walter E. Eckhardt
Reg. Property Line Surveyor
MD. # 551

Order # FM9
8 Devonport Ct
Order Date: 06-02-2020
Document not for resale
HomeWiseDocs

16658 325

SKETCH OF AN EASEMENT
FOR A SIGN
TO CROSS THE LANDS OF
HAVERFORD AT GLENSHIRE, LLC
(OWNER)

BEING LOT 34, BLOCK A
GLENSHIRE ESTATES
P.B. REP193, P. NO. 78
L. 15728, F. 001
BOWE (14th) ELECTION DISTRICT
PRINCE GEORGE'S COUNTY, MARYLAND
SCALE: 1"=50' DATE: AUG, 2002



LINE TABLE		
LINE	BEARING	LENGTH
L1	S03°39'00"E	84.00
L2	S86°21'00"W	38.00
L3	N09°05'16"W	103.60
L4	N79°06'50"E	23.00
L5	S52°16'05"E	33.32

N/F
ANDRE FRANCOIS
12760/249



Walter E. Eckhardt

CAPITOL DEVELOPMENT DESIGN, INC.
ENGINEERS - PLANNERS - SURVEYOR'S
5010 SUNNYSIDE AVENUE - SUITE 200 - BELTSVILLE, MD. 20705
OFFICE (301) 982-1781 FAX (301) 982-1994

WALTER E. ECKHARDT
REG. PROPERTY LINE
SURVEYOR, MD# 551

CONSENT AND AGREEMENT OF TRUSTEES AND BENEFICIARY

GEORGE D. DECKER, RAYMOND E. SCHISSLER, CHRISTOPHER NEVIN, JANINE SMITH and PATRICIA CERYES, Trustees, and PROVIDENT BANK, who are, respectively, the Trustees and the Beneficiary under that certain Purchase Money Deed of Trust, Assignment of Rents and Security Agreement ("Deed of Trust") dated April 15, 2002 and recorded among the Land Records of Prince George's County, Maryland prior hereto in Liber 15728, folio 005 et seq. from Haverford at Glenshire, LLC, hereby join in the foregoing Declaration of Covenants, Conditions and Restrictions for the express purpose of subordinating all of their respective right, title and interest under such Deed of Trust in and to the real property described in the Declaration to the operation and effect thereof.

Nothing in the foregoing provisions of this Consent and Agreement of Trustees and Beneficiary shall be deemed in any way to create between the person named in such Declaration as "the Declarant" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, each of the said Trustees and Beneficiary has executed and sealed this Consent and Agreement of Trustees and Beneficiary or caused it to be executed and sealed on its behalf by its duly authorized representatives, this 6th day of December, 2002.

WITNESS:

Witness signatures and names: George D. Decker, Trustee; Raymond E. Schissler, Trustee; Christopher Nevin, Trustee; Janine Smith, Trustee; Patricia Ceryes, Trustee.

ATTEST:

BENEFICIARY: PROVIDENT BANK By: Patricia Ceryes (SEAL)

STATE OF Maryland; COUNTY OF Baltimore; TO WIT:

I HEREBY CERTIFY that on this 6th day of December, 2002, before me, a Notary Public for the state aforesaid, personally appeared George D. Decker, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that she has executed it as Trustee for the purposes therein set forth, and that it is her act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public seal for Lydia Abel, Notary Public, State of Maryland, My Commission Expires July 21, 2004.

STATE OF Maryland; COUNTY OF Baltimore; TO WIT:

I HEREBY CERTIFY that on this 6th day of December, 2002, before me, a Notary Public for the state aforesaid, personally appeared Raymond E. Schissler, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that she has executed it as Trustee for the purposes therein set forth, and that it is her act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public seal for Lydia Abel, Notary Public, State of Maryland, My Commission Expires July 21, 2004.

STATE OF Maryland; COUNTY OF Baltimore; TO WIT:

I HEREBY CERTIFY that on this 6th day of December, 2002, before me, a Notary Public for the state aforesaid, personally appeared Christopher Nevin, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that she has executed it as Trustee for the purposes therein set forth, and that it is her act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public seal for Lydia Abel, Notary Public, State of Maryland, My Commission Expires July 21, 2004.

STATE OF Maryland; COUNTY OF Baltimore; TO WIT:

I HEREBY CERTIFY that on this 6th day of December, 2002, before me, a Notary Public for the state aforesaid, personally appeared Janine Smith, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that she has executed it as Trustee for the purposes therein set forth, and that it is her act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public seal for Lydia Abel, Notary Public, State of Maryland, My Commission Expires July 21, 2004.

STATE OF Maryland; COUNTY OF Baltimore; TO WIT:

I HEREBY CERTIFY that on this 6th day of December, 2002, before me, a Notary Public for the state aforesaid, personally appeared Patricia Ceryes, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that she has executed it as Trustee for the purposes therein set forth, and that it is her act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public seal for Lydia Abel, Notary Public, State of Maryland, My Commission Expires July 21, 2004.

STATE OF Maryland; COUNTY OF Baltimore; TO WIT:

I HEREBY CERTIFY, that on this 6th day of December, 2002, before me, the subscriber, a Notary Public of the state aforesaid, personally appeared Lydia Abel, who acknowledged herself to be the Trustee of Provident Bank, Beneficiary, and that he/she, being authorized to do so, executed this Consent and Agreement of Trustees and Beneficiary for the purposes contained therein by signing the on behalf of the Corporation, in my presence.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public seal for Lydia Abel, Notary Public, State of Maryland, My Commission Expires July 21, 2004.

Order: TFT52XFM9 Address: 5208 Devonport Ct Order Date: 06-02-2020 Document not for resale HomeWiseDocs

GLENSHIRE ESTATES SUBDIVISION

CLERK OF THE
CIRCUIT COURT

DECLARATION OF
WATER AND SEWER FRONT FOOT BENEFIT UTILITY ASSESSMENTS

THIS DECLARATION is made this 30th day of July 2002, by and between:
HAVERFORD AT GLENSHIRE, LLC, Grantor (hereinafter "Declarant"), for the benefit of MID-ATLANTIC WATER & SEWER AUTHORITY, INC., Grantee (hereinafter "Utility Company").

WITNESSETH:

WHEREAS, the Declarant is the owner of the lots of land in the above named subdivision located in Prince George's County, which lots, units or parcels of land are more specifically described hereinbelow or in Exhibits attached hereto, and are hereinafter referred to as the "lots"; and

WHEREAS, it is the intention of the Declarant to provide the above described lots and dwellings to be built thereon (hereinafter the term "lot" or "lots" shall also include and mean the dwelling unit built thereon) with water and sewer pipes in the streets, connections from those pipes in the street to each individual lot, and transmission lines to the sewer treatment area, to be purchased or installed by the Declarant or the Utility Company or their appointees or designees and maintained by same until such time as the County or the Washington Suburban Sanitary Commission (hereinafter the "WSSC") (hereinafter collectively the "Governmental Agency") agrees to accept responsibility for same; all of such pipes, connections and transmission lines being hereinafter collectively referred to as the "Facilities"; and

USE OF SALES	5.00
RECORDING FEE	75.00
TOTAL	80.00
REF. PAGE	REF. # 72061
REF. LIJ	REF. # 425
REF. LEVEL	REF. # 62:58

WHEREAS, the Declarant has agreed with the Governmental Agency that Declarant will undertake to pay for the entire cost of the construction of the Facilities (which payment and work may be performed by the Declarant or the Utility Company or its or their designee) in accordance with the Governmental Agency's specifications, at no cost to the Governmental Agency and, upon completion, the connection of the Facilities to the water and sewer systems of the Governmental Agency, and therefore the Governmental Agency has agreed that it will not impose any connection charges, capital facilities charges and front foot benefit assessments against the lots, because it will not have incurred any costs for the Facilities upon which to base such charges; and

WHEREAS, the Declarant and Utility Company have covenanted and agreed to establish charges and assessments in the nature of front foot benefit assessments (the "Utility Assessments") upon all of the individual lots in the subdivision, whereby the costs of the purchase or the construction and installation incurred by the Declarant and the Utility Company for the Facilities shall be covered or defrayed by payment of the Utility Assessments imposed herein to the Utility Company by the owner or owners of said lots, their personal representatives, heirs, successors and assigns, in equal installments over a period of thirty-three (33) years, beginning on the Commencement Date as hereinafter defined in Section Fourth; and

WHEREAS, the maintenance after construction of said Facilities and pipes and connections, insofar as they are located within the streets and are not located within an individual lot, is to be the responsibility of the Governmental Agency in accordance with the terms of the public works

agreement or Memorandum of Understanding ("MOU") or System Extension Permit or Development Services Process Manual, or other utility agreements between the Governmental Agency and the Declarant or its successors or assigns; and

WHEREAS, the water and sewer service to be supplied to the lots and used by the owners of said lots shall be furnished by the Governmental Agency, and the Governmental Agency shall bill for water and wastewater consumption and use charges for the use of the utilities themselves to the individual lot owners from time to time; and

WHEREAS, in order to make the covenant and agreement to pay the Utility Assessments a lien and covenant and agreement running with the land and binding upon the land and the parties hereto and each and all of their respective heirs, personal representatives, successors and assigns, and all future lot owners, the Declarant has executed and delivered and recorded this Declaration in order to charge and encumber the lots with the continuing servitude and charge and obligation and lien and covenants and agreements to pay to the Utility Company, its successors and assigns, the Utility Assessments hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises stated herein, and other considerations relating to the purchase or the construction of the Facilities (but no monetary consideration in connection with the recording of this Declaration or a transfer of the lots), the receipt and adequacy of which is hereby acknowledged, and the performance of the covenants, agreements, conditions and charges hereinafter set forth, the Declarant for the benefit of the Utility Company hereby declares, covenants and agrees to subject the lots to the following servitudes and charges and obligations and liens and covenants and agreements as follows:

FIRST: The Declarant does hereby declare that the lots now or hereafter included in the description of the lots covered by this Declaration, or as are identified in supplemental instruments as being subjected to this Declaration, shall be held, conveyed, hypothecated, encumbered, burdened, sold, leased, rented occupied and used subject to the covenants, conditions, restrictions, obligations, liens, burdens, servitudes and charges and Utility Assessments set forth in this Declaration, which are for the purpose of reimbursing the Declarant or the Utility Company for the costs of purchasing or constructing the water and sewer utility Facilities, and which covenants, conditions, restrictions, obligations, liens, burdens, servitudes and charges and Utility Assessments shall run with and burden such lots, and shall be binding on all parties having any right, title or interest in all or any portion of such lots, their, heirs, personal representatives, successors, transferees and assigns, and which shall inure to the benefit of the Declarant and the Utility Company and their respective successors, transferees and assigns. The lots being encumbered and burdened by this Declaration are described as follows and as set forth on Exhibit A attached hereto:

BEING and intended to be Lots numbered and identified on the attached Exhibit A on the Plat(s) of Glenshire Estates Subdivision, which Plat(s) are recorded among the Plat Records of Prince George's County in Plat Book 169, Plat(s) No. 30, 31, 32, 33 and Plat Book 193, Plat 78.

BEING and intended to be the same property which by deed recorded among the Land Records of Prince George's County at Book 15728, Page 1, and at Book 14785, Page 142 was granted and conveyed unto the Grantor herein.

TOGETHER with the buildings and improvements thereupon and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

SECOND: Each of the aforesaid lots shall be subject to this Declaration and the annual Utility Assessments, representing annual charges to cover or defray the cost of the purchase or construction and installation of sewer and/or water pipes in the streets, connections from the pipes in the street to each individual lot and transmission lines to the sewer treatment area, as well as other charges in connection therewith.

THIRD: By acceptance of title to any of the lots or land included in the aforesaid tract and as described herein or in any supplemental instruments subjecting additional lots to this Declaration, the owner of any burdened lot from the time of acquisition of title thereto shall be held to have covenanted and agreed to pay to Utility Company, its successors and assigns, all Utility Assessments provided for in this Declaration due and unpaid at the time the lot owner acquires title, and all Utility Assessments thereafter falling due as long as said lot owner shall hold title of record to the lot, without the right in any event to reimbursement from the Declarant or Utility Company for Utility Assessments or charges which the lot owner may pay in advance. A certificate in writing, signed by a representative of Utility Company, its successors or assigns, will be given on request to any lot owner liable for said assessments, setting forth the status of such assessments with respect to the lot in question and in reference to which an inquiry is made.

FOURTH: The Utility Assessments shall commence (the "Commencement Date") upon the first to occur of the following:

4.1.1. The date the lot containing a dwelling unit is first conveyed to an owner other than the Declarant or a company related to Declarant or a home building company in a contractual relationship with the Declarant;

4.1.2. The date of initial occupancy of any dwelling unit constructed on any lot which is subject to this Declaration for Utility Assessments; or

4.1.3. The date which is ten (10) years after the date of execution of this Declaration, and shall end twenty-three (23) years later when all thirty-three (33) annual installment payments of the Utility Assessments shall have been paid in full, such payments to be known as the "Utility Assessments".

4.2. All such annual Utility Assessments shall be due and payable in advance on the first day of January in each year as stated herein. Notwithstanding that the Utility Assessments are annual payments, the first annual installment payment shall be due and payable in full in advance on the Commencement Date, without modification, adjustment or proration, irrespective of where that date falls in the calendar year. In most circumstances, the Commencement Date shall be the date of

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Order Date: 06-02-2020

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settlement and delivery of the deed from the Declarant or a home building company to the first owner of the lot with a new dwelling unit constructed thereon.

4.3 The second annual installment payment of the Utility Assessments shall be due and payable in full in advance on the first day of the first January immediately following the Commencement Date (regardless of when the first annual installment was paid, even if paid in December) and on the first day of January of each year thereafter until thirty-three (33) full installment payments of the Utility Assessments have been made and paid in full to the Utility Company or its successors and assigns.

FIFTH: The annual Utility Assessments for the Water and Sewer Facilities, payable by the owner of each lot during the thirty-three (33) year period shall be \$750.00 per year for thirty-three (33) years totaling, \$24,750.00, and each of the lots subject to this Declaration shall be liable for the aforesaid annual Utility Assessments in the amount of \$750.00 per year for thirty-three (33) years, totaling \$24,750.00.

SIXTH: All Utility Assessments payable in accordance with this Declaration shall be payable to the Utility Company named below, its successors and assigns, in accordance with billings issued from time to time by the Utility Company, its successors and assigns, at the address stated at the end of this document, or such other address as is used by the Utility Company from time to time. Failure to send or to receive a Utility Assessment bill shall not relieve a lot owner of his or her or its or their obligation and liability to pay said Utility Assessments together with interest and costs and attorneys fees or other charges in connection therewith, all of which assessments and charges constitute a lien against the lot and property and a covenant and condition binding on and running with the land. It is specifically agreed by all parties hereto and their successors and assigns that this recorded Declaration constitutes annual notice to all owners of all lots in this subdivision of the annual amount due hereunder, the remaining term and the total balance remaining due. Further, it is specifically agreed by all parties hereto and their successors and assigns that this Declaration ensures that the terms and conditions of this Utility Assessment are incorporated into any contract for the sale of a lot in this subdivision and in any deed thereto. Further, all parties and their successors and assigns are notified that this Declaration permits the prepayment without penalty of all or part of the Utility Assessment by discounting the annualized payments at an interest or capitalization rate of six percent to determine their equivalent present worth. Further, it is specifically agreed by all parties hereto and their successors and assigns that by taking title to a lot covered by this recorded Declaration all lot owners accept that the Declarant and the Utility Company and their successors and assigns have complied fully with any disclosure obligation placed upon them by other codes of other governmental agencies, and that any failure to send a bill in any year will not constitute a violation of any code which could purport to render these Utility Assessments void or voidable. Further, it is specifically agreed by all parties hereto and their successors and assigns that the Deed Provision appended to this recorded Declaration as Exhibit B shall be incorporated by this reference into each and every contract for the sale of all lots and each and every deed for all lots in the subdivision covered by this Declaration. Further, it is specifically agreed by all parties hereto and their successors and assigns that the Private Water and Sewer Facilities Assessment Disclosure Addendum appended to this recorded Declaration as Exhibit C shall be incorporated by this reference into each and every contract for the sale of all lots and each and every deed for all lots in the subdivision covered by this Declaration.

SEVENTH: If any such Utility Assessments remain unpaid for thirty (30) days after the due date provided for herein, regardless of whether the billing for the Utility Assessment has been sent or received, there shall be a late payment charge of ten percent (10%) of the late payment, plus the Utility Assessments shall bear interest at the rate of one and one-half (1.5%) percent per month dating from its due date until paid, together with late charges and attorney's fees of at least Five Hundred Dollars (\$500.00) or as actually expended, whichever is greater. The Utility Company may collect the delinquent Utility Assessments by a contract action at law or by a bill in equity to enforce such Utility Assessments, which such Utility Assessments shall be deemed to be a lien against the real property enforceable and collectible under the Maryland Contract Lien Act contained in the Real Property Article of the Annotated Code of Maryland, together with interest at the rate of 1.5% per month and late charges and attorney's fees of at least Five Hundred Dollars (\$500.00) or as actually expended, whichever is greater, together with any private process server and other collection costs, and any judgment or decree obtained, where the Defendants have been served by summons or subpoena, shall have the force and effect of a judgment in personam. The lien created hereby and as may be obtained pursuant to the Maryland Contract Lien Act shall be effective from and shall relate back to the date of execution and recordation of this Declaration, which hereby secures payment from this date of all the Utility Assessments and costs and expenses of collection, and shall not be subordinate to any other liens or mortgages or deeds of trust. The Utility Company may sue at law or file a bill in equity to enforce the Utility Assessments against the owner of record at the time such Utility Assessments became due, or the owner of record at the time such suit is filed or any owner of record between such dates, and publication thereof in a newspaper of general circulation in the county once a week for three (3) successive weeks shall constitute notice to all persons having any interest in the property. After written notice thereof by certified mail to all affected owners and parties as well as any creditors holding security interests of record on the property, the Utility Company may accelerate the remaining Utility Assessments and declare them to be due and payable in their entirety thirty (30) days after such written notice. If the full amount of said accelerated Utility Assessments are not paid within thirty (30) days thereafter, then the entire balance remaining due may be collected by the Utility Company, its successors and assigns, as a lien against the land as provided above, which lien shall be effective and date from the date of execution and recording of this Declaration, and shall not be subordinate to any other liens or mortgages or deeds of trust. In that regard, the Declarant retains a power of sale of the property conveyed hereby and also grants a power of sale to the Utility Company, and all owners of all lots burdened hereby by accepting title to such lot consent to the passage of a decree of sale, and the Utility Company may upon such default and acceleration sell the lot pursuant to the Maryland Rules of Procedure, and any parties affected hereby consent to the passage of a decree for the sale of the land and premises and improvements at public auction pursuant to the then applicable rules of procedure for the Circuit Courts of Maryland relating to sales of property and foreclosure of mortgages and other security devices. Notwithstanding any acceleration rights that the Utility Company may exercise, any lot owners, or their successors and assigns, shall have the right to have enforcement of this Declaration discontinued at any time prior to the sale pursuant to any decree of sale or power of sale referred to herein if they shall meet certain conditions as follows:

7.1. All sums then due together with interest and all costs and attorneys fees shall be paid, excluding the accelerated portion of the claim;

7.2. All expenses incurred in enforcing this Declaration including but not limited to all attorney's fees expended, court costs, private process server fees or any other costs actually incurred in the enforcement of same shall be paid.

In the event the above conditions are fulfilled, then this Declaration and the obligations set forth herein shall remain fully effective as if no acceleration had occurred. The Utility Company's right to declare acceleration shall accrue in the event that there shall be a default in payment under the terms of this Declaration in two (2) separate years.

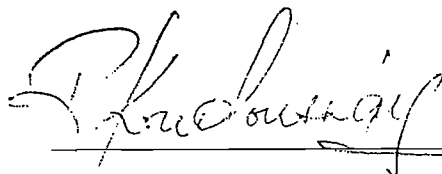
EIGHTH: No sale, lease, hypothecation, mortgage, disposition or transfer of the aforesaid lots shall be made or operate otherwise than subject to the aforesaid covenants, agreements, conditions, burdens, liens, charges and Utility Assessments, and all the covenants, agreements, conditions, burdens, liens and Utility Assessments herein contained shall run with and bind the land, each and all of the above mentioned lots and premises and every part thereof, the Declarant and its successors and assigns, the Utility Company and its successors and assigns, and the present and future owners of each of the lots and each of his or her or its respective personal representatives, executors, administrators, heirs, successors and assigns.

NINTH: The Utility Company shall have the right to sell, transfer, hypothecate, assign, pledge or in any other fashion, collateralize or encumber to any party its ownership of and right to collect any of the Utility Assessments set forth herein.

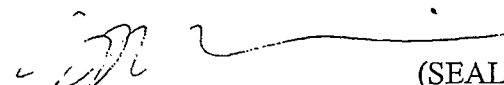
TENTH: Payments to the Utility Company as of the date of the execution of this Declaration shall be made to the address set forth below at the end of this Declaration or to such other such address as may be provided.

AS WITNESS the name and seal of said Declarant and the signature of its authorized officer(s).


WITNESS/ATTEST:




DECLARANT GRANTOR:
Haverford at Glenshire, LLC

By:  (SEAL)
Gregory S. Balian, Managing Member

WITNESS/ATTEST:



GRANTEE: MID-ATLANTIC WATER & SEWER
AUTHORITY, INC.

By:  (SEAL)
Gregory S. Balian, President

STATE OF MARYLAND, COUNTY OF PRINCE GEORGE'S, TO WIT:

I HEREBY CERTIFY, that on this 30th day of July, 2002, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Gregory S. Balian, Managing Member, who acknowledged himself to be the authorized officer of the Declarant named above, and that he as such being authorized so to do, executed the foregoing Declaration for the purposes therein contained, by signing in my presence the name of the corporation by himself as such authorized officer.

Witness my hand and Notarial Seal.

Hope R Dean
Notary Public

My Commission Expires:

STATE OF MARYLAND, COUNTY OF PRINCE GEORGE'S, TO WIT:

I HEREBY CERTIFY, that on this 30th day of July, 2002, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Gregory S. Balian, President, who acknowledged himself to be the authorized officer of the Grantee named above, and that he as such being authorized so to do, executed the foregoing Declaration for the purposes therein contained, by signing in my presence the name of the corporation by himself as such authorized officer.

Witness my hand and Notarial Seal.

Hope R Dean
Notary Public

My Commission Expires:

NOTE TO TAX OFFICE: There are no transfer and recordation taxes due on this Declaration, which is being recorded in order to establish covenants and liens for utility assessments.

AFTER RECORDING RETURN TO:

MID-ATLANTIC WATER & SEWER
AUTHORITY, INC.
6525 Belcrest Road
Suite 380
Hyattsville, Maryland 20782
Attention: Gregory S. Balian

Order: TFT5241M9
Address: 5208 Devonport Ct
Order Date: 06-02-2020
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EXHIBIT A

LEGAL DESCRIPTION

Lots 1 through 33, Block A at Glenshire Estates, as set forth on Plats recorded among the Plat Records of Prince George's County at Plat Book 169, Plat No. 30, 31, 32, 33 recorded on 06/10/1994. See Deed to Haverford at Glenshire, LLC, recorded in the Land Records of Prince George's County in Liber 15728, folio 1, et seq. and Lots 34 through 39, Block A at Glenshire Estates, as set forth on Plats recorded among the Plat Records of Prince George's County at Plat Book 193, Plat No. 78 recorded on 04/02/2002. See Deed to Haverford at Glenshire, LLC, recorded in the Land Records of Prince George's County in Liber 15728, folio 1, et seq. and in Liber 14785, folio 142, et seq.

EXHIBIT BDEED PROVISION

The lot conveyed herein is subject to a lien for water and sewer facilities Utility Assessments imposed by Haverford at Glenshire, LLC, for the benefit of Mid-Atlantic Water & Sewer Authority, Inc., its successors and assigns, pursuant to a Declaration for Water and Sewer Front Foot Utility Assessments between Haverford at Glenshire, LLC, and Mid-Atlantic Water & Sewer Authority, Inc., recorded among the Land Records of Prince George's County in Liber _____, folio _____, which Declaration provides that the lots in the subdivision are subject to a lien and covenant running with the land as a general uniform plan of development in the total dollar amount of \$750.00 per year for the water and sewer facilities Utility Assessments, which covenant and lien lasts for thirty-three (33) years or more. All Grantees, their successors and assigns, are bound by said Declaration for Water and Sewer Facilities Utility Assessments. This is not a charge for water and wastewater usage and disposal, which utility services are billed directly by the Washington Suburban Sanitary Commission or Prince George's County.

This Deed Provision shall be specifically incorporated in all deeds to all lots to the above named subdivision.

EXHIBIT C

PRIVATE WATER AND SEWER FACILITIES FRONT FOOT UTILITY ASSESSMENT
DISCLOSURE ADDENDUM

CONTRACT DATED: _____
PROPERTY: LOT ___ BLOCK ___, GLENSHIRE ESTATES SUBDIVISION
PRINCE GEORGE'S COUNTY

SELLER: Haverford at Glenshire, LLC

PURCHASER: _____

NOTICE TO BUYER
REGARDING PRIVATE WATER AND SEWER FRONT FOOT
UTILITY ASSESSMENTS AND CHARGES

This property is subject to an annual fee or front foot assessment which purports to cover or defray the cost of installing all or part of the public water and sewer pipes or facilities constructed by the developer of the above described subdivision.

This annual fee or front foot assessment is as follows:

- a. \$750.00 payable annually in the month of January for thirty-three (33) years commencing on or about the date of settlement in the year 2003.
- b. To Utility Company: MID-ATLANTIC WATER & SEWER AUTHORITY, INC.
Address: 6525 Belcrest Road, Suite 380, Hyattsville, MD 20782

There may be a right of prepayment or discount for early payment, which may be obtained by contacting the Utility Company Lienholder. This annual fee or front foot assessment is a contractual obligation between the Utility Company Lienholder and each owner and successor owner of this property, and is not in any way a fee or assessment by Prince George's County or the WSSC. This provision shall survive settlement hereunder and the execution and delivery of the deed, and shall be specifically incorporated in the original deed and all subsequent deeds, and constitutes a covenant running with and binding on the land. Buyer will be required to sign the deed of conveyance at settlement acknowledging the existence of the water and sewer facilities fees and front foot assessments.

Seller: Haverford at Glenshire, LLC

Purchaser:

By: _____ (Seal)
Gregory S. Balian,
Managing Member

Date: _____

Date: _____

THIS DEED

Made this 21st day of October 2003, by and between HAVERFORD AT GLENSHIRE, LLC, a Maryland limited liability company, party of the first part, hereinafter called the "Landowner," and PRINCE GEORGE'S COUNTY, MARYLAND, a body corporate and politic, party of the second part, hereinafter called the "County."

WITNESSETH, that in consideration of Ten Dollars (\$10.00), and other valuable considerations, the receipt of which is hereby acknowledged, the said Landowner does grant and convey unto Prince George's County, Maryland, a body corporate and politic, party of the second part, all its successors and assigns, in fee simple all that piece or parcel of ground situate, lying and being in the Fourteenth (14th) Election District of Prince George's County, State of Maryland, being part of the same land which the said party of the first part, Haverford at Glenshire, LLC, obtained from (1) Nathaniel R. and Catherine C. Bolden, by Deed dated the 27th day of June 2001, recorded in the Land Records of Prince George's County, in Liber 14785 at folio 142 and, (2) William A. Looney, by Deed dated the 5th day of April 2002, recorded in the Land Records of Prince George's County, in Liber 15728 at folio 1 and being described as follows, to wit:

SEE ATTACHMENTS

TOGETHER with the building and improvements thereupon, erected, made or being and all and every, the rights, alleys, ways, waters, privileges, appurtenances, advantages, to the same belonging or in anywise appertaining.

The Landowner warrants that it has not nor to the Landowner's knowledge has anyone else placed, dumped, stored or otherwise deposited on or upon the Property or any part thereof, any hazardous or toxic waste or substances which are the subject of any Federal, state or local environmental or pollution control laws, and that it has not received notification of, and has no knowledge of, any investigation of the Property or any part thereof by the U. S. Environmental Protection Agency or any similar Federal, state or local governmental authority. Further, the Landowner warrants that the Property contains no asbestos or P. C. B.'s or other similarly hazardous materials. This warranty and representation shall survive the closing on this property.

The Landowner shall indemnify, defend and hold the County harmless against any injury or death to persons or property resulting from any hazardous wastes found on the Property in violation of the foregoing warranty and shall further indemnify the County for the cost of any environmental clean up that the County may be directed to perform as a result of hazardous wastes found on the Property in violation of the foregoing warranty.

AND the said Landowner covenants that they will warrant specially the property hereby conveyed and that they will execute such further assurances of said land as may be requisite.

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Order Date: 06-02-2020
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Case No.
759-3

WITNESS HEREOF my hand and seal.

WITNESS:

HAVERFORD AT GLENSHIRE, LLC

Henry D. Haslinger

G. Sevag Balian (Seal)
G. Sevag Balian
Managing Member

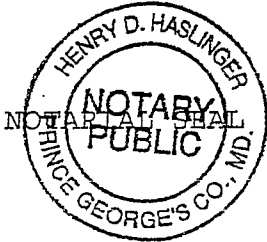
STATE OF MARYLAND

:
To Wit:

COUNTY OF PRINCE GEORGE'S

I Hereby Certify, that on this 21st day of October 2003, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared G. Sevag Balian, Managing Member of Haverford at Glenshire, LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, being authorized to do so and that said person executed the same for the purposes therein contained, and in my presence signed and sealed the same.

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



Henry D. Haslinger
NOTARY PUBLIC
1-1-05
My Commission Expires

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Associate County Attorney
Prince George's County, Maryland

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SCHEDULE "A"

DESCRIPTION OF A

STORMWATER MANAGEMENT FACILITY

HAVERFORD AT GLENSHIRE, L.L.C.

TO

PRINCE GEORGE'S COUNTY, MARYLAND

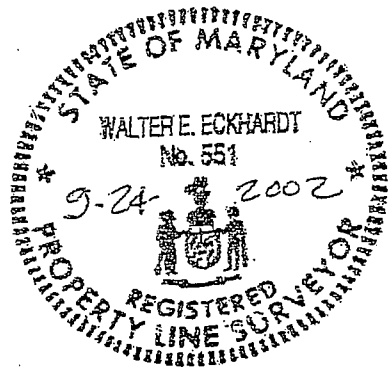
Being a strip or parcel of land hereinafter described in, through, over and across the properties acquired by Haverford at Glenshire, L.L.C., a Maryland Limited Liability Company from Nathaniel R. Bolden and Catherine C. Bolden by deed dated June 27, 2001 and recorded among the Land Records of Prince George's County, Maryland in Liber 14785 at Folio 142, and from William A. Looney by deed dated April 5, 2002 and recorded among the said land records in Liber 15728 at Folio 1; also said "properties" being 'Parcel 'B', Block A' as shown on a plat of subdivision entitled "Lots 34-39 & Parcel 'B', Block A, Glenshire Estates" recorded among the said land records in Plat Book 193 as Plat No. 78; said strip or parcel of land being more particularly described as follows:

Beginning for the said strip or parcel of land at a point lying on the southerly right-of-way line of Glenshire Drive (Variable width R/W), said point also lying on the northeast corner of Lot 39, Block A as shown on the aforesaid plat, thence coincident with part of the said right of way line,

1. 151.14 feet along a curve deflecting to the left, having a radius of 300.00 feet and a chord bearing and distance of North 74° 33' 37" East, 149.55 feet to the northwestern corner of Lot 38, Block A as shown on the aforesaid plat, thence coincident with the westerly property line of Lot 38, Block A,
2. South 22° 17' 05" East, 176.50 feet, thence coincident with the southerly property lines of said Lot 38 and Lot 37, Block A as shown on the aforesaid plat,
3. South 72° 58' 22" East, 143.84 feet, thence coincident with the westerly property line of the now or former property of Andre Francois, as recorded among the aforesaid records in Liber 12760 at Folio 249,
4. South 04° 24' 44" East, 130.02 feet to a point lying on the northerly property line of the now or former property of John P. Hill as recorded among the aforesaid land records in Liber 5357 at Folio 332, thence coincident with part of the said Hill line,
5. South 85° 35' 16" West, 381.18 feet to a point lying on the southeastern corner of the aforesaid Lot 39, Block A, thence coincident with the easterly property line of said lot,

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6. North 03° 46' 39" East, 325.29 feet to the point of beginning, containing 91,243 square feet or 2.0947 acres, more or less.



Walter E. Eckhardt

Walter E. Eckhardt
Reg. Property Line Surveyor
MD. # 551

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