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DECLARATION

OF

Conditions, Covenants, Restrictions, Easements,
and Liens Affecting the Real Property Known as

DAY'S WOODS MANOR

THIS DECLARATION, is made as of this 10th day of MAY,
1996, by JWR MT. VISTA LIMITED PARTNERSHIP, of 4344 Chapel Road, Baltimore,
Maryland, 21236, hereinafter called "the Declarant."

WITNESSETH:

WHEREAS, the Declarant is the owner of real property located in the Eleventh (11th)
Election District of Baltimore County, State of Maryland, which has been subdivided into single
family lots, as shown on the development plan of "DAY'S WOODS MANOR" (formerly "THE
DeBALLA PROPERTY"), as may be amended from time to time, and is more fully described
on Plats One (Plat #1) and Two (Plat #2) of "DAY'S WOODS MANOR," which plats, subject
to revision, are to be recorded among the Plat Records of Baltimore County; and

WHEREAS, in order to create and maintain a general scheme of development, as well
as to provide for the preservation and enhancement of property values, and amenities
contributing to the personal and general health, safety, and welfare of the future owners, and
for the maintenance of the land and any improvements subsequently erected thereon, Declarant
desires to subject the real property described herein (hereinafter the "Property"), to the
covenants, restrictions, easements, and liens, set forth and established herein, each and all of
which is and are for the mutual benefit of said Property and each future owner thereof; and

WHEREAS, in order to make these said covenants, restrictions, easements, and liens
binding and in full force and effect upon said Property, and upon the present and future owners
and occupants thereof, Declarant executes this Declaration.

NOW THEREFORE, the Declarant declares that the Property is and are and shall be

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Baltimore County

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE

SIGNATURE

HR DATE 5/22/96

by

Date

BALTIMORE COUNTY CIRCUIT COURT (Land Records) SM 11597, p. 0250, MSA_CE62_11452. Date available 03/03/2005. Printed 03/11/96

held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, and liens hereinafter set forth and established in this Declaration. This Declaration shall be deemed to run with and bind the land and shall inure to the benefit of, and be enforceable by the Declarant, its successors and assigns, and any person or entity acquiring or owning an interest in said Property and improvements.

SECTION 1. DEFINITIONS

1.1 "Declaration" shall mean and refer to this Declaration of covenants, restrictions, easements, and liens as the same may from time to time be amended.

1.2 "Living Unit" shall mean any single-family residential structure whether or not attached to another structure.

1.3 "Lot" shall mean a parcel of land, occupied or to be occupied, by a Living Unit and its accessory structures, together with such open spaces required under the provisions of the Baltimore County Code ("the Code"), having at least the minimum area required by the Code for a lot in the zone in which same is situated; and having its principal frontage on a public street or way or on a private right-of-way or easement. The term "Recorded Lot" means the land designated as a separate and distinct parcel of land on a legally recorded deed filed among the Land Records of Baltimore County.

1.4 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated on the property, which is subjected to this Declaration from time to time, including contract sellers, other than Declarant, but excluding such interest solely as security for the performance of an obligation.

1.5 "Property" shall mean Lots Two (2) and Four (4) through Fourteen (14), as depicted on Plats One (Plat #1) and Two (Plat #2) of "DAY'S WOODS MANOR," which plats, subject to revision, are to be recorded among the Plat Records of Baltimore County. The Property does not encompass Lots numbered One (1) or Three (3), which are depicted on said Plat One (Plat #1) as Minor Subdivisions of the DeBalla Property.

1.6 "Structure" shall mean and refer to any thing or device (other than trees, shrubbery - less than two (2) feet high if in the form of a hedge - and landscaping) the placement of which upon any Lot may affect the appearance of such Lot, including by way of

illustration and not limitation, any building, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, clothes line, radio or television antenna, dish, or other transmitting/receiving device, fence, curbing, paving, wall or hedge more than two (2) feet in height, signboard or any other temporary or permanent improvement to such Lot. "Structure" shall also mean (i) any excavation, fill, ditch, or other thing or device which affects or alters the flow of surface waters from, upon or across any Lot, and (ii) any change in the grade of any lot of more than six (6) inches from that existing at the time of purchase by each Owner.

SECTION 2. PROPERTY SUBJECT TO DECLARATION

2.1 The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied, and improved subject to this Declaration is located in the 11th Election District of Baltimore County, State of Maryland, and which is depicted on Plats One (Plat #1) and Two (Plat #2) of "DAY'S WOODS MANOR," which plats, subject to revision, are to be recorded among the Plat Records of Baltimore County.

2.2 This Declaration shall not apply to Lots numbered One (1) and Three (3) as said lots are depicted on Plat One (Plat #1) as Minor Subdivisions of the DeBalla Property.

2.3 Additional real property may be annexed to the above-described property without the assent of the Lot owners, if any. The scheme of the covenants and restrictions herein created shall not, however, be extended to include any such additional property unless and until the same is annexed to the Property as hereinbefore provided. Any annexations made pursuant to this Section, or otherwise, shall be made by recording a Supplementary Declaration of Covenants and Restrictions among the Land Records of Baltimore County, State of Maryland, which Supplementary Declaration shall extend the scheme of the covenants and restrictions, as herein created, to the annexed property.

2.4 In the event that additional property is annexed pursuant to Section 2.2 herein, any improvements to such additional property shall be consistent with the initial improvements relative to quality of construction and compatibility of design.

SECTION 3. GENERAL COVENANTS

3.1 All Living Units shall be used for private residential purposes exclusively, except that nothing in this Declaration shall be construed to prevent a home office on the Property provided the Owner of said Lot complies with the applicable zoning regulations of Baltimore County. No portion of any Lot or Living Unit (other than the entire Lot or Living Unit) shall be leased for any period. All such leases shall be in writing, and shall contain a provision to the effect that the rights of the tenant to use and occupy the premises which are the subject of the lease, shall be subject and subordinate in all respects to the provisions of this Declaration. ANY SUCH LEASE SHALL FURTHER PROVIDE THAT ANY FAILURE BY THE TENANT TO COMPLY WITH THE PROVISIONS OF THIS DECLARATION SHALL BE A DEFAULT UNDER THE LEASE. The provisions of this Section shall not apply to any institutional first mortgagee of any Lot or Living Unit who comes into possession of the same by reason of any remedies provided by law or in such mortgage, or as a result of a foreclosure sale, judicial sale, or as a result of any proceeding, arrangement, assignment, or deed, in lieu of foreclosure.

3.2 Each Living Unit shall contain a minimum living area of three thousand (3000) square feet, and shall be built between a minimum of one and one-half (1½) and maximum of three (3) stories in height. Calculation of square footage shall be exclusive of, and not include, any basement, garage, or other structure(s), if any, present on any Lot.

3.3 Each Living Unit shall have a roof finished with thick, heavy-weight shingles, the composition of which shall be slate, wood, terra cotta, or thirty (30) year architect asphalt shingles. The exterior of each Living Unit shall be built of masonry, stone, or dryvit, which shall be on the front of each Living Unit and/or accessory structure, and from grade on the remainder of each Living Unit and/or accessory structure. Any chimney shall be of masonry construction only.

3.4 Each Owner shall be responsible for providing driveway access to his Lot from the paved private roadway to be constructed upon the right-of-ways provided in this Declaration. All driveways shall be paved with a hard, durable surface such as macadam, tar or chip, concrete, or other similar material. Paving shall be complete one (1) year from the date of commencement of construction of a Living Unit on said Lot.

3.5 Any garage, whether attached to a Living Unit or accessory structure, shall have a side loading entrance, and shall have a minimum of two (2) car capacity. No garage shall exceed four (4) car capacity.

3.6 Aluminum windows shall not be incorporated into the construction of any Living Unit or accessory structure.

3.7 Mailboxes shall only be constructed of brick, stone, or wood.

3.8 Sky-lights, plumbing vents, and the like shall not be visible from the front elevation.

3.9 Lots shall only be cleared in conformity with the final Development Plan of DAY'S WOODS MANOR, as such plan may from time to time be amended. Prior to construction or subsequent substantial alteration, each Owner must submit to the Architectural and Environmental Control Committee, a landscaping plan, a plan detailing all exterior lighting and placing of fixtures, and plans for the construction of exterior decks, patios, awnings, and the like.

3.10 Fences shall not be constructed forward of the front elevation of any Living Unit. Fencing shall be constructed of wood except that a fence of chain link or similar construction may be incorporated if required by statute or regulation, including but not limited to that of a swimming pool.

3.11 Lots shall not be used or maintained as to cause any erosion of soil or sediment; and, during the grading and construction of any improvements upon any Lot, adequate arrangements shall be made to insure that no erosion of soil or sediment shall take place.

3.12 A Lot owner may erect a garden shed, greenhouse, or other similar accessory Structure, following submission to Declarant of plans for said accessory Structure, and subject to review and approval of said plans for such Structure(s) by Declarant. The Declarant reserves the right to charge a reasonable fee, not to exceed \$100.00, for the review of any and all plans submitted under this section.

3.13 Any Structure or Living Unit constructed on any Lot shall be completed with twelve (12) months from the start of construction.

3.14 Each Lot owner shall keep each Lot owned in good order and

properly maintained at all times.

SECTION 4. PROHIBITED USES AND NUISANCES

4.1 No noxious or offensive trade or activity shall be carried out on or upon any Lot or within any Living Unit, nor shall anything be done therein or thereon, which may be or become an annoyance or nuisance to the neighborhood or other members. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed, or maintained upon the exterior of any Living Unit, or upon the exterior of any other improvements.

4.2 The maintaining, keeping, boarding, or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any Living Unit within the Property, except that this shall not prohibit the keeping of domestic pets, including dogs, cats, or caged birds, provided that these pets are not kept, bred, or maintained for commercial purposes, and provided further that such domestic pets are not a source of annoyance or nuisance to the neighborhood. Horses and ponies shall be permitted in accordance with applicable State and/or County regulations. Pets shall be attended at all times and shall be registered, licensed, and inoculated as may from time to time be necessary and/or required by law.

4.3 The burning of trash, litter, or rubbish shall be and is hereby prohibited on any Lot or common areas. No accumulation or storage of garbage, lumber, litter, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any Lot.

4.4 Containers for the disposal of trash, garbage, and recyclable materials shall not be permitted to remain in public view except on designated days of trash or recyclable materials collection. No incinerator may be kept or maintained on any Lot. Garbage, trash, recyclables, and other refuse shall be placed in covered containers.

4.5 No Lot shall be divided or subdivided except as expressly provided in this subsection, and no portion of any Lot (other than the entire Lot) shall be transferred or

conveyed for any purpose. No portion of any Living Unit (other than the entire Living Unit) shall be leased, except as described in Section 3 of this Declaration. The provisions of subsection 3 shall not apply to the Declarant, its successors and assigns, and further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility, or other public body or authority, or to the Declarant, or any other person for any purpose.

4.6 Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance or household use, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable or similar transmission line, shall be installed or maintained on any Lot above the surface of the ground.

4.7 No lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing of oil, natural gas, or other hydrocarbons, minerals, gravel, or earth.

4.8 No structure of a temporary character, including but not limited to, a trailer, tent, shack, pen, kennel, run, shed, or other similar building shall be erected on any Lot, except that a temporary structure may be placed or used thereon if erected solely in connection with the construction of permissible permanent improvements; provided, however, that such structure be removed within thirty (30) days after completion of such permissible structure; provided further, that such structure be removed within twelve (12) months from the date of commencement of construction of such permissible structure, regardless of the structure's stage of completion.

4.9 Recreational and commercial vehicles, including but not limited to, trailers, campers, camp trucks, mobile homes, boats, snow mobiles, jet-skis or the like, antique or show cars, immovable or inoperable automobiles or junk cars (including any and all vehicles on which current registration is not displayed), or any other similar vehicles, shall not be kept, stored, parked, maintained, repaired or re-built, upon any Lot, driveway, street, right-of-way, or part or section of the Property. Said vehicles may be kept, stored, parked, or maintained only when fitting entirely within an Owner's individual garage, and only when the exterior door of said garage is and shall be fully closed between the hours of dusk to dawn. Nothing in this subsection shall be construed to prohibit the Emergency Repair of any of the above-mentioned vehicles; provided, however, that immediate repair of any such vehicle is necessary for its use

or operation, and provided further that all such Emergency Repairs shall be completed within a reasonable time after becoming necessary.

4.10 Above-ground pools which are non-movable, permanent structures shall not be permitted on the property.

4.11 Except for entrance signs, directional signs, signs for traffic control or safety, and any such promotional sign or signs as may be maintained by the Declarant, no signs or advertising devices of any character shall be erected, posted, or displayed upon, in or about any Lot or Living Unit; provided, however, that one temporary real estate sign not exceeding six (6) square feet in area, may be erected upon a Lot or attached to any Living Unit placed upon the open market for sale, rent, or lease. Any such temporary real estate sign shall be removed promptly within the time limits specified by ordinance or statute following the sale or rental of such Living Unit.

4.12 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 unreasonably change, obstruct, or retard direction or flow of drainage channels. No fence, wall, tree, shrub, bush, or similar obstruction may be erected or planted in such a way as to prevent any pedestrian or operator of a motor vehicle from having a clear, open, and safe scope or field of vision at any intersection, corner, or other adjoining of streets, or as to obstruct passage on streets or rights-of-way.

4.13 No outside television or radio aerial or antenna, or other aerial or similar device for reception or transmission, or any other aerial device shall be erected or maintained upon the exterior of any Living Unit, or upon any Lot or driveway, unless approved in writing by the Declarant.

4.14 No substance, thing, or material shall be kept upon any Lot or within any Living Unit that will emit foul or obnoxious odors, or that will cause any noise that will, may, or might tend to cause a disturbance of the peace, quiet, comfort, or serenity of the occupants of the neighborhood or Property.

SECTION 5. ARCHITECTURAL and ENVIRONMENTAL CONTROLS

5.1 The Declarant shall appoint an Architectural and Environmental

Control Committee (sometimes hereinafter referred to as "the Committee"). The Committee shall be composed of three (3) or more natural persons, as designated from time to time by the Declarant, and such persons shall serve one (1) year renewable terms at the pleasure of the Declarant. The affirmative vote of a majority of the Members of the Architectural and Environmental Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, or approval pursuant to the authority contained in this Section.

5.2 The operation of the Architectural and Environmental Control Committee shall be as follows:

5.2.1 Except for construction or development by, for, or under contract with the Declarant, and except for any improvements to any Lot or to the common areas or community facilities accomplished by the Declarant, its successors or assigns, concurrently with said construction and development, and except for purposes of proper maintenance and repair, no building, fence, wall, structure, or other improvements shall be commenced, directed, placed, moved, altered, or maintained upon the property, nor shall any exterior addition to or change (including any change of color), or other alteration thereupon be made, until the plans and specifications showing the location, nature, shape, height, material, color, type of construction, and any other proposed form of change (including, but not limited to, any other information specified by the Architectural and Environmental Control Committee) shall have been submitted to, and approved by the Committee in writing as to safety, harmony of external design, color, and location, in relation to surrounding structures and topography, and conformity with the design concept for the community.

5.2.2 Subject to the same limitation as provided above, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove, or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, wall aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls, or to make any change or otherwise alter (including any alteration in color), in any manner whatsoever to any Lot, the exterior of any improvements constructed upon any Lot, or to remove or alter any windows or exterior doors of any Living Unit or Structure, or to make any change or alteration within a Living Unit which will alter the

structural integrity of the building, or otherwise affect the property interest, or welfare of any other Owner, or impair any easement, until the complete plans and specifications, showing the location, nature, shape, height, material color, type of construction, and any other proposed form of change (including, but not limited to, any other information specified by the Architectural and Environmental Control Committee) shall have been submitted to, and approved by the Committee in writing as to safety, harmony of external design, color, and location, in relation to surrounding structures and topography, and conformity with the design concept for the community.

5.2.3 Construction of alterations, additions, etc., in accordance with plans and specifications approved by the Architectural and Environmental Control Committee shall be commenced within six (6) months following the date of approval by the Committee, and shall be substantially completed within twelve (12) months following the date of the commencement, or within such other period as specified by the Committee in its approval. In the event construction is not commenced within the period aforesaid, then Committee approval of the plans and specifications shall be conclusively deemed to have lapsed, and compliance with the provisions of this Section shall again be required. There shall be no deviation from the plans and specifications as approved, without the prior written consent of the Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee to disapprove of such plans and specifications, and any other elements or features thereof, in the event that such plans and specifications are submitted in the same, or substantially the same form, in the future, by the same or any other Owner, or for use in any other instance.

5.2.4 APPROVALS OF THE ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE SHALL BE FOR THE PURPOSE HEREIN SET FORTH AND SHALL NOT BE CONSTRUED AS APPROVAL FOR ANY OTHER APPLICABLE FEDERAL, STATE, OR LOCAL STATUTE, ORDINANCE, RULE, OR REGULATION. Upon approval by the Architectural and Environmental Control Committee of any plans, and specifications submitted pursuant to the provisions of this Section, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of the Committee, and a copy of such plans and specifications bearing such approval, in writing, shall

be returned to the applicant. Notice of plans and specifications that fail to meet the Committee's approval shall be sent to the applicant not later than sixty (60) days from the date of application. In the event the Committee fails to either approve or disapprove of any plans and specifications submitted to the Committee pursuant to the provisions of this Section, within seventy five (75) days of application and submission, then approval shall not be required and this Section will be deemed to have been complied with fully.

5.2.5 It is the intent of the Declarant that the Architectural and Environmental Control Committee shall have sole discretion and full and final authority over all matters regarding architectural standards and controls. Such authority, however, shall be exercised in accordance with the Declarant's original theme of development. Nothing herein contained shall prevent the Architectural and Environmental Control Committee from considering or granting, in its full and final discretion, any waiver and/or variance from the rules and requirements of this Declaration, and/or from any custom, policy, practice, or routine, established or arising out of the implementation of the rules and requirements created herein.

SECTION 6. EASEMENTS

6.1 Reservation of Easement Rights by Declarant. The Declarant hereby reserves a non-exclusive easement and right-of-way in, through, over, and across each Lot for the purpose of the installation, construction, maintenance, reconstruction, and repair of sanitary sewer lines, water lines, CATV cables, storm drains, sediment controls, storm water management facilities, and appurtenances to any of the same, and for all other purposes reasonably related to the completion of construction and the provision of utility services, whether public or private, to the community and to the other property adjacent to, or in the vicinity of, the community. Any and all instruments of conveyancing made by the Declarant, its successors or assigns shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instruments.

6.2 Off-road vehicles and any and all other motor vehicles, are and shall be prohibited from operating beyond the established confines of all streets, roadways, and rights-of-way within the Property. Without limiting the generality of the foregoing, off-road vehicles shall include light/sport utility vehicles, trucks, motor-powered cycles, "dirt bikes,"

scooters, and any and all other vehicles operated by other than man-made energy, whether having two (2) or more wheels.

6.3 Any and all streets, walkways, roadways, sidewalks, and rights-of-way owned by the Declarant shall be subject to non-exclusive easements for ingress, egress, and regress for the benefit of all Lot Owners, the Declarant, their respective heirs, personal representatives, assigns, and all other persons or other parties claiming under any of them.

SECTION 7. DURATION, ENFORCEMENT, AND AMENDMENT

7.1 This Declaration may be amended only by an instrument executed and acknowledged by eighty five percent (85%) of all Lot Owners, which instrument shall be recorded among the Land Records of Baltimore County, State of Maryland. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of its recording.

7.2 Each and every conveyance of a Lot shall be subject to the terms of this Declaration, whether or not the terms of this Declaration are so stated or expressed in the Deed, Lease, or other conveyancing document by which such transfer is made.

7.3 Unless amended in accordance with the provisions of Subsection 7.1 of this Declaration and any other requirements herein, and except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of forty-five (45) years from the date of recordation of this Declaration. Prior to the expiration of said forty-five (45) year term, the covenants contained herein, as they may from time to time be amended, may be extended by an instrument executed and recognized by at least fifty-one percent (51%) of the Lot Owners, which instrument shall be recorded among the Land Records of Baltimore County.

7.4 The provisions contained herein shall be liberally construed so as to effectuate the purpose of creating a uniform plan for the development and operation of the Property. Enforcement of these conditions, covenants, restrictions, easements, and liens shall be by any proceeding at law or in equity against any person(s) and/or entities violating or

attempting to violate any of the conditions, covenants, restrictions, easements, or liens, either to restrain or enjoin violation, recover damages, or both, and against any Lot to enforce the lien created hereby; and the failure or forbearance by the Owner of any Lot to enforce any of the hereinbefore mentioned provisions shall in no event be deemed a waiver of the right to so enforce thereafter.

7.5 The provisions herein may be enforced without limitation, by any Owner or any mortgagee of any Lot which becomes subject to the provisions contained herein, and by any other person, firm, corporation, or other legal entity having any right to the use of any of the common areas, streets, easements, roadways, or rights-of-way depicted on the hereinbefore mentioned Plat.

7.6 There shall be and there is hereby created and declared to be a conclusive presumption that any violation, breach, or attempted violation or breach of any of the conditions, covenants, restrictions, easements, or liens hereby created by this Declaration (and as from time to time amended), cannot be adequately remedied solely by an action at law, or exclusively by recovery of monetary damages. Any party to a proceeding who succeeds in enforcing a provision created and declared hereby, or in enjoining the violation or attempted violation of any provision created and declared hereby shall be entitled under this Declaration to seek and be awarded reasonable attorneys fees and court costs from the Lot Owner(s) against whom such action was brought.

SECTION 8. MISCELLANEOUS PROVISIONS

8.1 Nothing herein contained shall be construed as a dedication to public use, or as an acceptance for maintenance of any common areas or community facilities by any public or municipal agency, authority, or utility; provided, however, that the foregoing shall not be construed to prohibit the dedication of streets, roadways, and rights-of-way to public use and maintenance, by plat recordation by the Declarant.

8.2 Invalidation of any one of these conditions, covenants, restrictions, easements, charges, and liens set forth in this Declaration, by judgment, decree, or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

8.3 Use of the terms "he," "him" or "his" throughout this Declaration

is and shall be deemed to be inclusive of the terms "she," "hers," "her," "they," "them," or "theirs" where such use is appropriate. In no way does the use of "him" or "his" limit the rights, duties, and obligations arising out of this Declaration to an individual (where the facts and circumstances of the situation implicate one or more persons or entities) beyond the stated usage and meaning of these terms as described herein.

8.4 In the event any Owner sells or otherwise transfers any Lot within the Property, any deed purporting to effectuate such transfer shall contain a provision incorporating by reference the conditions, covenants, restrictions, easements, charges, and liens set forth in this Declaration and any such amendments pertaining hereto.

8.5 This Declaration shall not be taken as permitting any action or thing prohibited by applicable Federal, State, or County, statutes, ordinances, or regulations, including but not limited to Baltimore County Zoning Regulations, as amended from time to time. In the event of any such conflict, the most restrictive provisions of such statutes, ordinances, or regulations, and/or the provisions of this Declaration shall be deemed to govern and control.


IN WITNESS WHEREOF, the said Declarant has caused these presents to be executed and delivered.

WITNESS:

The Declarant

JWR Mt. Vista Limited Partnership

 (Seal)

By:  (Seal)
Name
Title *Gen. P.M.R.*

STATE OF MARYLAND, County of Baltimore, to wit:

I HEREBY CERTIFY that on this 16th day of May, 1995, before me, a Notary Public of the State aforesaid, personally appeared [NAME], known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing to

William Ruppert

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be his act for the purposes contained therein, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.



[Handwritten Signature]
NOTARY PUBLIC

My Commission Expires: 12-1-99

pdfdate1943002ra.cov

0011597 265

State of Maryland Land Instrument Intake Sheet
Baltimore City County: BALTIMORE

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

THE FD SLIP & RECORDING FEE 2.00
TOTAL 75.00
77.00
Rpt # 15306
Blk # 2155
18:30

1 Type(s) of Instruments: Deed, Mortgage, Other Declaration of Covenants
2 Conveyance Type Check Box: Improved Sale, Unimproved Sale, Multiple Accounts, Not an Arms-Length Sale
3 Tax Exemptions (If Applicable): Recordation, State Transfer, County Transfer

Table with columns: Consideration Amount, Finance Office Use Only. Rows include Purchase Price/Consideration, Any New Mortgage, Balance of Existing Mortgage, Other, Full Cash Value, Recording Charge, Surcharge, State Recordation Tax, State Transfer Tax, County Transfer Tax, Other.

6 Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).
District: 11
Property Tax ID No. (1): 22-00-016450/22-00-016449
Map, Parcel No., Var. LOG
Day's Woods Manor

7 Transferred From: Dec. 1 - Grantor(s) Name(s), Dec. 2 - Grantor(s) Name(s)

8 Transferred To: Dec. 1 - Grantee(s) Name(s), Dec. 2 - Grantee(s) Name(s), New Owner's (Grantee) Mailing Address

9 Other Names to Be Indexed: Dec. 1 - Additional Names to be Indexed (Optional), Dec. 2 - Additional Names to be Indexed (Optional)

10 Contact/Mail Information: Instrument Submitted By or Contact Person: Michael J. Kirwin, Esquire; Firm: Romadka, Contrum & McLaughlin; Address: 814 Eastern Boulevard, Baltimore, Maryland 21221

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Assessment Information: Yes/No Will the property being conveyed be the grantee's principal residence? Yes/No Does transfer include personal property? Yes/No Was property surveyed? Yes/No

Assessment Use Only - Do Not Write Below This Line
Terminal Verification, Agricultural Verification, Whole, Part, Tran. Process Verification
Transfer Number, Date Received, Deed Reference, Assigned Property No.

TRANSFER TAX NOT REQUIRED
BALTIMORE COUNTY MARYLAND
Director of Finance
Date: 5/22/06
Authorized Signature: [Signature]
Distribution: White - Clerk's Office, Canary - SDAT, Pink - Office of Finance, Goldenrod - Preparer, AOC-CC-300 (8/95)

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