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SHELLEY'S FIELDS

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

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Declaration/Covenant
Recording Fee 75.00
Declarant Name: caruso
builder
Ref:
LR - Surcharge 40.00
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SUBTOTAL 115.00
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Tax 115.00
04/15/2019 11:24
CC03-LH
#11962879 CC0301 -
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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereafter the "**Declaration**"), is made as of this 25th day of February, 2019, by **CARUSO BUILDER SHELLEY'S FIELDS, LLC, a Maryland limited liability company** (the "**Declarant**").

EXPLANATORY STATEMENT

- A.** The Declarant owns in fee simple the real estate designated described on **Exhibit 1** attached hereto and has decided to subject that real estate to certain covenants, restrictions, reservations, easements, servitudes, liens and fines, all of which are more particularly hereinafter set forth.
- B.** The Declarant deems it desirable and in the best interests of all the Owners of real estate subject to this Declaration to provide for a flexible and reasonable procedure for the overall development of the real estate and the administration, maintenance, preservation, use and enjoyment of such real estate.
- C.** In order to implement the purposes and intents set forth herein, the Declarant either has incorporated or shall incorporate under the laws of the State of Maryland Shelley's Fields Homeowners Association, Inc., a Maryland non stock, non-profit corporation.

NOW, THEREFORE, the Declarant hereby covenants and declares, on behalf of itself and its successors and assigns, that the real property designated and described on **Exhibit 1** attached hereto and made a part hereof shall, from the date this Declaration is recorded in the Land Records, be held, used, owned, conveyed, acquired and encumbered subject to the terms and provisions hereof, all of which shall run with the land and bind and inure to the benefit of all Persons who may now or hereafter own or acquire any right, title, estate or interest in or to any of the Property subjected to the terms and conditions of this Declaration, all in accordance with the terms and provisions of this Declaration.

**ARTICLE 1
GENERAL PROVISIONS**

Article 1.1 Definitions. Capitalized terms used in this Declaration (including the Explanatory Statement) not otherwise defined in the body of this Declaration shall have the meanings specified for such terms below.

"Additional Phase" means and refers to each separate individual piece of real property, and any part thereof, which the Declarant may submit to this Declaration and to the jurisdiction of the Association pursuant to Article 2 hereof.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 41316, p. 0151, MSA_CE62_41173. Date available 04/17/2019. Printed 03/12/2025.

"Additional Phases" means each Additional Phase collectively.

"Articles of Incorporation" means the Articles of Incorporation for Shelley's Fields Homeowners Association, Inc., a Maryland non stock, non-profit corporation which the Declarant either has filed or shall file with the Maryland State Department of Assessments and Taxation.

"Association" means Shelley's Fields Homeowners Association, Inc., a Maryland non stock, non-profit corporation.

"Association Documents" means collectively, the Articles of Incorporation, this Declaration and the Bylaws, as the same may be amended from time to time. Any exhibit, schedule, certification or amendment to any Association Document is an integral part of that document.

"Board of Directors" or "Board" means the executive and administrative entity established by Article 10 of the Articles of Incorporation as the governing body of the Association and as defined in the Bylaws.

"Builder" means both the Declarant and any Person who in the regular course of business purchases a Lot or Lots for the purpose of constructing a Home or Homes for resale to the public. "Builders" shall mean more than one Builder, collectively. No Person shall be deemed a Builder without the written recognition and consent of the Declarant which the Declarant may withhold in its sole and absolute discretion.

"Bylaws" means the by-laws of the Association as adopted in accordance with the provisions of the Articles of Incorporation and the Maryland Homeowners Association Act, as the same may be amended from time to time.

"Class A Member" means an Owner of a Lot other than the Declarant.

"Class B Member" means the Declarant, its successors and assigns.

"Common Area" means, at any given time, all of the Property, other than Lots and areas dedicated to public use and accepted by requisite governmental authorities, then owned by the Association or otherwise available to the Association for the benefit, use and enjoyment of the Owners; provided, however, that real estate is not Common Area solely because it is burdened by an easement for utilities, landscaping, storm water management or signage, or other purposes even though the Association may maintain such areas. Any portion of the Common Area which the Association has the right to maintain for the benefit of the Owners may be located within a Lot. For the purposes of maintenance, operation and control, such portion of the Lot shall be treated as Common Area; for the purposes of ownership, such portion shall be part of the Lot and the same shall be included in the calculation of voting rights and assessments. Common Area shall include any additional Common Area contained within any Additional Phase which is submitted to this Declaration pursuant to the provisions of Article 2.1 hereof.

"Common Expenses" means all expenditures made and incurred on behalf of the Association, together with all funds determined by the Board of Directors to be necessary for the creation and maintenance of reserves pursuant to the provisions of the Association Documents.

"Covenants Committee" means the committee that shall be established by the Board of Directors pursuant to Article 9 hereof for the purposes and with the authorities set in this Declaration and the Association Documents.

"Declarant" means Caruso Builder Shelley's Fields, LLC, its successors and assigns; provided, however, that no successor or assignee of the Declarant shall have any of the rights or obligations of the Declarant hereunder unless such rights and obligations are specifically assigned by Declarant by document recorded in the Land Records or unless said rights and obligations of the Declarant inure to the successor by operation of law. The right is reserved to the Declarant to make partial assignments of its rights as the Declarant to one or more Builders or other parties.

"Declarant Control Period" means the period starting on the date first above written and ending at the Transition Meeting (as defined below).

"Declaration" means this instrument as the same may from time to time be amended or supplemented.

"Design Standards" means the architectural, landscaping and building standards developed for the Property by the Covenants Committee pursuant to Article 9 hereof, and any standards established by the Declarant or otherwise contained in the Association Documents.

"Development Period" means the period of time that the Declarant or Builders are engaged in development or sales, or activities related thereto, anywhere on the Property. When all the Lots and Common Area have been conveyed to Owners and/or the Association, as applicable, other than the Declarant or a Builder, then the Development Period shall end.

"Home" means a single family dwelling erected on a Lot. A Home comes into existence for the purposes of this Declaration on the date that a certificate of occupancy or similar permit is issued by the appropriate governmental agency on such Home.

"Land Records" means the land records of Baltimore County, Maryland.

"Lot" means a portion of the Property (including at any given time any Additional Phase which is submitted to this Declaration in accordance with Article 2 hereof) designated as a separate subdivided lot of record (but not including the Common Area and the portion of the Property which is to be owned by the Association) on a plat of subdivision, resubdivision, consolidation or boundary line adjustment of a portion of the Property recorded among the Land Records upon which a Home is or may be erected.

"Majority Vote" means: (i) with respect to the Members, a simple majority (more than fifty percent (50%)) of the votes entitled to be cast by all Members present in

person or by proxy at a duly held meeting of the Members at which a quorum is present; (ii) with respect to either the Board of Directors or the Covenants Committee means a simple majority (more than fifty percent (50%)) of the total number of votes entitled to be cast by directors or Covenants Committee members present at a duly held meeting of the Board of Directors or Covenants Committee at which a quorum is present.

"Maryland Homeowners Association Act" means such act as contained within Title 11B of the Real Property Article of the Annotated Code of Maryland as the same may be amended from time to time.

"Members" mean collectively the Class A Members and the Class B Members.

"Member" means, individually, any Class A Member or the Class B Member.

"Mortgage" means a first mortgage or first deed of trust encumbering a Lot held and owned by a Mortgagee.

"Mortgagee" means an institutional lender (one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds or business trusts, including but not limited to real estate investment trusts, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such lender, or any combination of any of the foregoing entities) holding a Mortgage which has notified the Board of Directors of its status and requested all rights under the Association Documents. For the purposes of the rights enumerated in Articles 12, 13, and 14 hereof, the term **"Mortgagee"** shall also include the Veterans Administration, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Federal National Mortgage Association, the Farmer's Home Administration, the Government National Mortgage Association and any other public or private secondary mortgage market entity, if such entity is participating in purchasing, guarantying or insuring Mortgages on a Lot or Lots and for whom which the Board of Directors has actual notice of such participation.

"Officer" means any Person holding office in the Association pursuant to the Articles and Bylaws.

"Owner" means one or more Persons who own a Lot in fee simple, but does not mean any Person having an interest in a Lot solely by virtue of a contract or as security for an obligation.

"Person" means a natural person, corporation, partnership, association, trust or other entity capable of holding title to real estate or any combination thereof.

"Phase" means any portion of the Property, now or hereafter subjected to this Declaration. Phases means, collectively, more than one Phase.

"Property" means at any time, all of the real property (including all Phases then submitted to this Declaration) then subject to the Declaration (including Lots and Common Area), including all improvements and appurtenances thereto now or hereafter

existing including but not limited to the real property described on **Exhibit 1** attached hereto.

"Real Property Article" means the Real Property Article of the Annotated Code of Maryland as the same is amended from time to time.

"Recreational Facilities" means those facilities, if any, for the common use and enjoyment of the Members constructed or existing on the Common Areas and any such facilities as are required by any governmental requirements relating to the Property.

"Rules and Regulations" means the rules and regulations governing the use, occupancy, operation and physical appearance of the Property adopted from time to time by the Board of Directors.

"Transition Meeting" shall mean the meeting of the Members of the Association held to elect new members of the Board of Directors, which meeting shall be held within sixty (60) days from the date that at least seventy-five percent (75%) of the total number of Lots that may be part of the Property after all phases are complete and are sold to members of the public for residential purposes.

"Upkeep" means care, inspection, maintenance, operation, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement and reconstruction.

"Shared Private Drives" shall mean any private driveways serving two or more of the Lots. For purpose of maintenance, operation, and control, such Shared Private Drives shall be considered Common Area.

Article 1.2 Construction of Association Documents.

(1) **Captions.** The captions in this Declaration are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the document in which used or any provision thereof.

(2) **Pronouns.** The use of the masculine, feminine and neuter genders shall be deemed to include all of the masculine, feminine and neuter genders, and the use of the singular shall be deemed to include the plural and vice versa, whenever the context so requires.

(3) **Severability.** Each provision of each of the Association Document is severable from every other provision, and the invalidity of any one or more provisions shall not change the meaning for otherwise affect any other provision. To the extent that any provision of the Association Documents is found to be overly broad or unenforceable and a narrower or partially enforceable construction may be given to such provision, then the narrower or partially enforceable construction shall be applied and, to the extent practicable, the provision shall be enforced.

(4) **Interpretation.** If there is any conflict between the Association Documents, the Declaration shall control, except as to matters of "corporate" compliance, in

which case the Articles of Incorporation shall control. Particular provisions shall control general provisions, except that a construction consistent with the Maryland Homeowners Association Act shall in all cases control over any construction inconsistent therewith.

ARTICLE 2

ADDITIONS TO THE PROPERTY

Article 2.1 Expansion by the Declarant.

(1) **Additional Phases.** The Declarant hereby reserves the option, until the end of the Declarant Control Period, to expand from time to time without the consent of any Owner or Mortgagee, the Property which is subject to this Declaration by submitting one or more an Additional Phases (including separate annexations of the common areas applicable to such Additional Phases, the Lots contained therein or both provided that once any part of a Additional Phase is annexed, then the balance of such Additional Phase must be annexed no later than the expiration of the Declarant Control Period) to the provisions of this Declaration and the jurisdiction of the Association whether or not such Additional Phase or Phases are owned by the Declarant. The Declarant's option to expand may be terminated only upon the recordation by the Declarant of an instrument relinquishing such option or the expiration of the Declarant Control Period. The Declarant reserves the unilateral right, without the approval of the Owners or Mortgagees, to execute and record additional amendments to this Declaration, subjecting any Lot to such additional covenants and restrictions as may be necessary to reflect the different characteristics of such Lot as are not inconsistent with the overall scheme of the Declaration; provided, however, that the Declarant shall not have such right after the conveyance of such Lot to an Owner other than the Declarant without the written consent of such Owner and its Mortgagee. The Declarant may add one or more Additional Phases in accordance with the procedures set forth in Article 2.2 hereof. There are no limitations on the option to expand except as set forth in this Article 2, said option being absolute and unconditional.

(2) **Amendment of Additional Phases.** The Declarant may unilaterally amend the description of Additional Phases to expand or reduce the land area referred to as Additional Phases whether or not such real estate is owned by the Declarant; provided, however, that any additional real property to become an Additional Phase must be located is within three hundred (300) feet of a boundary of the Property originally described in **Exhibit 1.**

Article 2.2 Procedure for Expansion. The Declarant or the Association, as appropriate, may record one or more amendments to the Declaration or other appropriate instrument submitting one or more of the Additional Phases or parts thereof to this Declaration and to the jurisdiction of the Association. Each such instrument shall include a legally sufficient description of the real estate added. At the time of recordation of an instrument adding an Additional Phase or part thereof, appropriate plans shall be recorded, if necessary, showing the Additional Phase or part thereof being added and describing any real estate being conveyed to the Association as Common Area. Upon recordation of an instrument adding an Additional Phase or part thereof, the provisions of the Declaration shall apply to the Additional Phase or part thereof submitted thereby as if it were originally part of the Property contained in this Declaration on the date of its first recording.

Article 2.3 Withdrawable Real Estate by Declarant. Upon the dedication for public roadways or other public use purposes of any portion of the Property, or upon the conveyance to any public entity or authority for public roadways or other public use purposes of any portion of the Property, this Declaration shall no longer be applicable to the land so dedicated or conveyed. The Declarant (during the Development Period) has the unilateral right without the consent of the Owners or the Mortgagees to execute and record an amendment to the Declaration withdrawing any portion of the Property, if such real estate is dedicated or is to be dedicated to a public use or to a public authority.

ARTICLE 3 THE ASSOCIATION

Article 3.1 Creation. Shelley's Fields Homeowners Association, Inc. shall be a non-stock non-profit corporation organized and existing under the laws of the State of Maryland, charged with the duties and vested with the powers prescribed by law and set forth in the Association Documents.

Article 3.2 Membership. Members of the Association shall at all times be, and be limited to, the Declarant and the Persons who constitute record Owners of the Lots. If more than one Person owns a Lot, then all of the Persons who own such Lot shall collectively constitute one Owner and be one Member of the Association. Each such Person is entitled to attend all meetings of the Association. Membership in the Association is mandatory and transfers automatically with ownership of a Lot and is not severable therefrom. Upon acquiring title to a Lot, each new Owner shall immediately give written notice to the secretary of the Association stating the name and address of such new Owner and the number or address of the Lot. If the new Owner fails to give the secretary such notice within thirty days after acquiring title to such Lot, then reasonable record keeping costs incurred by the Association may be assessed against such Owner pursuant to Article 11.1 (1) hereof. Notwithstanding the foregoing, the Declarant shall notify the Association of the name and address of each Lot Owner taking title directly from the Declarant.

Article 3.3 Classes of Members; Voting Rights. The Association shall have the following classes of Members:

The Class A Members shall be the Owners of Lots, other than the Declarant, and shall have one vote for each Lot for which a certificate of occupancy or similar permit has been issued by the appropriate governmental agency.

The Class B Member shall be the Declarant and the Declarant shall have three (3) votes for each Class A vote entitled to be cast. The Class B membership shall cease and be converted to Class A membership on the first to occur of (i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or (ii) December 31, 2028. Notwithstanding the foregoing, in the event that the Class B membership shall terminate, but subsequent to such termination the Declarant shall subject an Additional Phase to the Property, the Class B membership shall be reinstated until the first to occur of (a) the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership (including the additional Lots which are included in the Additional Phase) or (b) December 31, 2030

Article 3.4 Board of Director Authority. Unless otherwise specifically provided in the Maryland Homeowners Association Act or the Association Documents, all rights, powers, easements, obligations and duties of the Association may be performed by the Board of Directors on behalf of the Association. The foregoing shall not restrict the ability of the Board of Directors to establish committees charged with the administration and enforcement of provisions of the Association Documents.

Article 3.5 Members Election of Board of Directors. Notwithstanding anything otherwise set forth herein, the Transition Meeting shall be held within sixty (60) days of the date that seventy-five percent (75%) of the total number of dwelling units that may be part of the project after all phases are complete are sold and conveyed to members of the public for residential purposes.

ARTICLE 4 COMMON AREA

Article 4.1 Conveyance, Title. The Declarant shall convey the Common Area to the Association in fee simple released from any encumbrance securing the repayment of monetary obligations, but subject to all easements and other encumbrances then of record (including those created by this Declaration). The Common Area in each Phase shall be conveyed to the Association as soon as practical after the Phase is made subject to the Declaration, in the Declarant's sole discretion. The Association shall accept title to any real estate or personal property offered to the Association by the Declarant. The right is specifically reserved to the Declarant to make a conveyance of the Common Area in a Phase prior to submission of the Lots in such Phase to the provisions of this Declaration.

Article 4.2 No Dedication. Nothing contained herein or in the other Association Documents shall be construed as a dedication to public use or as an assumption of responsibility for Upkeep of any Common Area by any public or municipal agency, authority or utility, nor shall it be construed to prevent the Board of Directors of the Association from permitting public access to or use of any Common Area.

Article 4.3 Transfer of Responsibility for Upkeep. When the Declarant transfers the responsibility for Upkeep of any portion of the Common Area to the Association, any improvements located thereon shall be substantially complete, all work (except for such work which cannot be performed due to the weather conditions or the season of the year, which the Declarant will be obligated to complete when weather conditions permit) required by the site plan shall be either completed or bonded with the applicable governmental authority. When the Association assumes responsibility for Upkeep of a portion of the Common Area, the Association shall cooperate to obtain release of bond and surety applicable to such Common Area.

Article 4.4 Regulation of Common Area. The Board of Directors shall have the right to regulate use of the Common Area pursuant to Article 8.3 hereof and to charge fees for the use thereof to the Members. The Board of Directors may also mortgage, dedicate or convey the Common Area owned in fee simple by the Association or grant easements over and through any Common Area subject to the restrictions in Article 13.4 hereof and the Bylaws.

Article 4.5 Improvements on Common Area. After the initial improvement and conveyance of any Common Area to the Association, the Declarant may, but is not obligated to, construct additional improvements on the Common Area for the benefit of the Property, the Members and such Common Area, pursuant to the easements in Article 5.1 hereof.

Article 4.6 Boundary Adjustments. The Board of Directors has the power at any time or times, consistent with the then existing zoning or subdivision ordinances of the applicable governmental authority, and pursuant to a recorded subdivision, resubdivision or boundary-line adjustment plat, to transfer part of the Common Area to or at the direction of the Declarant for the purpose of adjusting Lot lines or otherwise in connection with the orderly subdivision and development of the Property.

ARTICLE 5 **EASEMENTS**

Article 5.1 Development Easement.

(1) Easements Reserved to the Declarant.

(a) Easement to Facilitate Development. The Declarant hereby reserves to itself and its successors and assigns a nonexclusive 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: **(i)** temporary slope and construction easements; **(ii)** 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 after a Lot is conveyed to an Owner the Declarant shall restore the affected area as near as practicable to its original condition); **(iii)** easements for the storage (in a sightly manner) of reasonable supplies of building materials and equipment necessary to complete the improvements; and **(iv)** 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.

(b) Easement to Facilitate Sales. The Declarant hereby reserves to itself and its successors and assigns the right to: **(i)** use any Lots owned or leased by the Declarant, any other Lot with the written consent of the Owner thereto for any portion of the Common Area (including any improvement) as models, management offices, sales offices, a visitors' center, construction offices, customer service offices or sales office parking areas (provided, however, that the Declarant shall remain responsible for the operating expenses of any portion of the Common Area used for the foregoing purposes); **(ii)** place and maintain in any location on the Common Area, and on any Lot (but not more than a distance of fifteen feet behind any Lot line which parallels a public or private street), street and directional signs, temporary promotional signs, plantings, street lights, entrance features, lighting, walls or fences and other related signs and landscaping features; provided, however, that all signs shall comply with applicable governmental regulations and if such signs are to be first erected after the sale of a Lot to an Owner, the Declarant shall obtain the consent of the Covenants Committee; and **(iii)** relocate or remove all or any of the above from time to time at the Declarant's sole discretion.

(c) **Easement for Utilities and Related Services.**

(i) A non-exclusive blanket easement is hereby granted over and through the Property for ingress, egress, installation, operation and Upkeep of the equipment for providing to any portion of the Property or the adjacent real estate, any utilities, including without limitation water, sewer, drainage, gas, electricity, telephone and television service, whether public or private; such easement is hereby granted to any Person providing, installing or providing Upkeep for the aforesaid services. Any pipes, conduits, lines, wires, transformers and any other apparatus necessary for the provision or metering of any utility may be installed, maintained or relocated only where permitted by the Declarant, where contemplated on any site plan approved by the Declarant or where approved by resolution of the Board of Directors. Such utilities or services may be installed above ground if approved by the Declarant.

(ii) If the Person installing the utility or service covered by the general easement herein created requests a specific easement by separate recordable document, then the Declarant hereby reserves to itself, and its successors and assigns and also grants to the Association, the right to grant and reserve such specific easements, rights-of-way and licenses over and through: (1) the Common Area; (2) any real estate conveyed to a Builder; and (3) any Lot within fifteen feet of any boundary line of a Lot for the installation and Upkeep of the equipment for providing to any portion of the Property or adjacent real estate, any utilities, including without limitation water, sewer, drainage, gas, electricity, telephone and television service, whether public or private, or for any other purpose necessary or desirable for the orderly development of the Property or for the benefit of the adjacent real estate. The authority reserved to the Declarant may be exercised as to any Lot and the Common Areas both before and after the conveyance of any of the Common Areas to the Association and a Lot to an Owner.

(2) **Dedications, Easements and Conveyances Required by Governmental Authority.** The Declarant hereby reserves to itself and its successors and assigns the right to make any dedications and to grant any easements, rights-of-way and licenses and to make such conveyances as required by any government or governmental agency over and through all or any portion of the Common Area owned in fee simple by the Association. The foregoing shall specifically include the authority to convey to Baltimore County (or the applicable Town, as the case may be applicable) or its designee, title to the portion of the Property over which public sewer and/or water lines are located and installed, as provided and to take such other actions as are required pursuant to the Public Works Agreements between the Declarant and Baltimore County (or the applicable Town, as the case may be applicable).

(3) **Landscaping Easement Across Lots; Recreational Facilities.** 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 Common Area and over and through any Lot for the purpose of construction, installation, irrigation and maintenance of landscaping features, including without limitation plants, trees and earth berms and other earth contouring which easements shall include access as necessary to perform such tasks. The Owner of a Lot burdened by the easement shall not construct any improvements within the landscape easement without the permission of the Declarant, during the Declarant Control Period, or the Association thereafter. Maintenance of these easement areas by the

Association shall be a Common Expense. These landscape easement areas are not part of the Common Area.

(4) **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 stormwater retention areas. The Declarant (and subsequent to the Declarant Control Period, the Association) 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.

In addition, the duly authorized employees and representatives of Baltimore County shall have the right to enter upon the Property for the purpose of performing necessary inspection, maintenance and repair to any completed storm water management facilities and if such maintenance or repair is not satisfactorily completed by the Owner thereof within a reasonable time, Baltimore County may assess such Owner for the costs thereof. This remedy shall be in addition to, and not in lieu of, any remedies of the Association or other Owner hereunder. Baltimore County is also hereby granted an access easement on, over, under and across the Property for access to and from any public easement area as shown on the Plat.

(5) **Easement to Correct Drainage.** The Declarant reserves to itself and its successors and assigns (and subsequent to the Declarant Control Period, the Association) an easement over, through and under the ground within each Lot and the Common Area to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as near as practicable (but only pertaining to Lots already conveyed by the Declarant to an Owner). In any action taken by the Declarant, the Declarant shall give reasonable notice of intent to take such action to all affected owners, unless in the opinion of the Declarant an emergency exists which precludes such notice.

(6) **Further Assurances.** Any and all conveyances of Lots are subject to the reservations, easements and rights-of-way granted or reserved hereby. 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.

(7) **Duration and Assignment of Development Rights.** The Declarant shall be entitled to the rights, powers and easements granted under this section for so long as the Declarant or its designees are engaged in development or sales, or activities related thereto, anywhere on the Property. The Declarant may assign its rights under this Article to, or share such rights with, one or more other Persons, exclusively, simultaneously or consecutively with respect to the Common Area or Lots owned by such designees.

Article 5.2 Association Power to Make Dedications and Grant Easements.

The rights, powers and easements reserved to the Declarant by Paragraphs 5.1(1)(a), 5.1(c), 5.1(2), 5.1(3), 5.1(4), and 5.1(5) hereof are also hereby granted to the Association. These rights, powers and easements may be exercised by the Association, subject to Article 13.4 hereof; 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.

Article 5.3 Easement for Upkeep.

(1) **Association Access.** A right of access over and through any portion of the Property (excluding any occupied dwelling) is hereby granted to the Association, the managing agent and any other Person authorized by the Board of Directors, in the exercise and discharge of their respective powers and responsibilities, including without limitation to make inspections, correct any condition originating in a Lot or in the Common Area threatening another Lot or the Common Area, correct drainage, perform installations or Upkeep of utilities, landscaping or other improvements located on the Property for which the Association is responsible for Upkeep, or correct any condition which violates the Association Documents. The agents, contractors, Officers and directors of the Association may, but shall not be obligated to, enter any portion of the Property (excluding any occupied dwelling) 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 the Association Documents for which such Owner is responsible pursuant to Article 11 hereof, and the costs incurred by the Association shall be assessed against such Owner's Lot in accordance with the provisions of this Declaration and the other Association Documents.

(2) **Declarant Access.** Until the expiration of any applicable warranty period (or Development Period, if later), the Declarant hereby reserves to itself and its designees a right of access over and through the Property (including any improvement) to perform warranty-related work within the Common Area or the Lots. The Declarant may assign its rights under this Article to, or share such rights with, one or more other Persons, exclusively, simultaneously or consecutively.

(3) **Entry into Improvements.** If entry to an improvement is required by any Person pursuant to this section, a request for entry shall be made in advance and such entry shall be made, during the Declarant's regular business hours. In case of an emergency, however, such right of entry to any improvement shall be immediate.

Article 5.4 Limitations on Exercise of Rights and Easements.

(1) The easements described in this Article 5 are subject to all other easements and encumbrances of record (including those created by this Declaration).

(2) The Declarant or the Association, as appropriate, when exercising the rights and easements granted by this Article, shall: (a) give reasonable prior notice to all

affected Owners, unless an emergency exists which precludes such notice; **(b)** minimize to the extent reasonably possible any economic or aesthetic injury to the affected Lots or the Common Area; and **(c)** not unreasonably interfere with the affected Owner's use, enjoyment and benefit from such Owner's Lots or the Common Area.

(3) If an easement is relocated, the cost of such relocation shall be paid by the party requesting the relocation.

(4) Any damage resulting from the exercise of the aforesaid rights and easements shall be promptly repaired and the site restored to the extent practicable by the Declarant or the Association, as appropriate, or at the option of the Declarant or the Association, the party responsible for such damage. In either case, the cost of such repair and restoration shall be paid for by the party responsible for the damage.

Article 5.5 Emergency Access. An easement is hereby granted **(a)** to 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 **(b)** to 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.

Article 5.6 Easement for Use of Common Area.

(1) Use and Environment. Each Owner and each Person lawfully occupying a Lot is, subject to the Rules and Regulations, hereby granted a non-exclusive right and easement of use and enjoyment in common with others of the Common Area. 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.

(2) Vehicle and Pedestrian Access.

Each Owner and each Person lawfully occupying a Lot is hereby granted a non-exclusive easement over all streets, walks and paths on the Common Area (including the Common Area located within Lots) for the purpose of vehicular and/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 Article 8.3 hereof. 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. Each Owner and each Person lawfully occupying a Lot is also hereby granted a non-exclusive easement for egress and ingress over the Common Area to the extent necessary to provide vehicle and pedestrian access to such Lot. Such easement for ingress and egress shall not be extinguished by termination of the Declaration or conveyance of the Common Area unless alternative access is provided, if necessary, and the Owner of the Lot consents in writing to the termination of the easement.

(3) 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 other Association Documents) to all rights and powers of the Declarant and the Association when exercised in accordance with the other applicable provisions of the Association Documents, including without limitation the Association's rights to regulate the use of the Common Area and to establish reasonable charges therefor, to grant easements across the Common Area, to dedicate and to mortgage the Common Area owned in fee simple by the Association.

(4) **Delegation.** Subject to the Rules and Regulations or such other restrictions as adopted by the Association, any Person having the right to use and enjoy the Common Area may delegate such rights to Members of such Person's households, such Person's guests and tenants and to such other Persons as may be permitted by the Association.

ARTICLE 6

COMMON EXPENSES AND ASSESSMENTS

Article 6.1 Determination of Common Expenses and Assessments.

(1) **Preparation and Approval of Budget.** The Board of Directors shall adopt a budget for the Association for each fiscal year containing an estimate of the total amount considered necessary for the ensuing fiscal year to pay the cost of management and Upkeep of the Common Area and the cost of other expenses that may be declared to be Common Expenses by the Association Documents or by a resolution of the Board of Directors, including without limitation any services provided to the Owners, Lots or Common Area. Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital (available cash for day-to-day expenses which is otherwise uncommitted, a general operating reserve (including an amount to cover operating losses due to insurance deductibles), fees for professional services retained by the Board (which shall include retention of a management company) and reserves for contingencies (potential costs or liabilities which have not been incurred but which should be planned for) and replacements. Such budget shall constitute the basis for determining the assessment against each Lot.

(2) **Effect of Failure to prepare or Adopt Budget.** The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year after the initial budget is adopted shall not constitute a waiver or release in any manner of an Owner's obligation to pay his assessment as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Owner shall continue to pay assessments at the rate established for the previous fiscal year until notified of the new payment which is due on the first day of the next payment period which begins ten days after such new annual or adjusted budget is adopted and the Owner receives such notice.

(3) **Pledge of Revenues.** The Board of Directors, by a vote of two-thirds of the total number of directors, shall have the right and power to assign and pledge all revenues to be received by the Association, including but not limited to annual and additional assessments, in order to secure the repayment of any sums borrowed by the Association from time to time.

Article 6.2 Establishment and Payment of Assessments.

(1) **Regular Assessments.** Subject to the provisions of Article 6.3 hereof, Common Expenses shall be assessed annually or levied as an additional assessment. The Board of Directors shall for each fiscal year establish a regular uniform assessment rate for Common Expenses to be levied against Lots.

(2) **Initial Capital Contribution.** On the initial conveyance of each Lot by the Declarant or a Builder to an Owner other than a Builder, such Owner shall pay to the Association the sum of **Four Hundred Twenty and No/100 Dollars (\$420.00)** which shall represent an initial contribution to the working capital of the Association and which shall be in addition to the regular assessment for Common Expense for such Lot. Such payment shall not be refundable to the Owner and is not separable or divisible from the Lot.

(3) **Common Expense Assessment.** The initial maximum annual assessment for each Lot upon which a Home exists shall be **Eight Hundred Forty and No/100 Dollars (\$840.00)**. Common Expense Assessments shall be prorated for Lots upon which a Home exists subsequent to the commencement of the Association's fiscal year for the period commencing on the date such Home first exists through the end of the Association's fiscal year. Each fiscal year the Board of Directors shall be authorized to increase the annual assessment for each Lot by the amount determined by the Board of Directors to be necessary to fund the Common Expenses of the Association as determined by the budget adopted by the Board of Directors provided that regular annual assessment for each Lot may not be increased by more than ten percent (10%) over the regular annual assessment then existing for each Lot without the approval of a Majority Vote. The Common Expense Assessment for each Lot Owner shall be paid by such Lot Owner annually, no later than February 1st of each year provided that the Common Expense Assessment for the balance of the then existing fiscal year for each Lot shall be paid in full on the closing date of each Owner for such Lot. The Board of Directors may if it so elects, permit Lot Owners to pay their annual Common Expense Assessment in two equal payments, one due February 1st and the balance on May 1st. In such event, the failure of any Lot Owner to pay their February 1st installment annual shall result in the entire balance becoming immediately due and payable in full.

(4) **Special Assessments.** In addition to the regular annual assessments, the Board of Directors may levy additional special assessments on the Lots. The Board of Directors shall give notice of any special assessment to the Owners specifying the amount and reasons therefor, and such special assessment shall, unless otherwise specified in the notice, be payable in full with the next periodic installment which is due ten days after the date of such notice or in not more than six equal periodic installments, as the Board may determine. Such assessment shall be a lien as set forth in Article 11.2 hereof. Although the Common Expense Assessments are intended to cover all costs of maintenance related to the Swale Declarations (hereafter defined), to the extent necessary, the Association may impose special assessments to cover the same as well.

(5) **Individual Assessments.** The Board of Directors may assess an Owner's Lot individually: (a) for the amount of any costs incurred by the Association pursuant to Article 7.2 (1) hereof in performing Upkeep that the Owner failed to perform as required by that section; (b) for the amount of any fines imposed on that Owner pursuant

to Article 11.1(7) hereof; and (c) for any costs incurred by the Association because of any violation or negligence for which that Owner is responsible under Article 11.1(1) hereof. Each such assessment shall be due ten days after notice thereof is given to the Owner unless the notice specifies a later date. Individual assessments are not included in or subject to the maximums set forth in Article 6.2(3) hereof.

Article 6.3 Exemptions. The Common Area and any properties dedicated to a public authority are exempt from taxation by a public authority and any Lots (regardless of whether a Home has been completed thereon) and which are owned by Declarant or any Builder to whom the Declarant has made a partial assignment of Declarant Rights shall be exempt from all assessments and the liens created pursuant to this Declaration for so long as: (a) the Declarant performs or pays the costs associated with Upkeep of such unoccupied Homes owned by the Declarant; and (b) during the Declarant Control Period, the Declarant pays the full amount, if any, by which the operating expenses of the Association exceed the total budgeted income of the Association (provided, however, that the Declarant's obligation under this section does not include any expenses that the Association is unable to meet because of nonpayment of any Owner's assessment and shall not exceed the amount the Declarant would be obligated to pay if Lots owned by the Declarant were assessed in accordance with Article 6.2 hereof. The exemption shall also apply to Lots used for model home purposes.

Article 6.4 Liability for Common Expenses.

(1) **Owner Liability.** Each Owner of a Lot by acceptance of a deed therefor, whether or not so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association all Common Expenses as may be assessed against such Lot and other charges or fines assessed by the Board of Directors pursuant to the provisions of this Declaration. Each Owner shall be personally liable for all assessments against such Owner's Lot. No Owner may be exempted from liability for the assessment for Common Expenses by reason of waiver of the use or enjoyment of any of the Common Area or by abandonment of the Lot. No Owner shall be liable for the payment of any part of the Common Expenses assessed against the Lot subsequent to the date of recordation of a conveyance in fee by such Owner of such Lot. Prior to or at the time of any such conveyance, all liens, unpaid fines and assessments shall be paid in full and discharged. The purchaser of a Lot shall be jointly and severally liable with the selling Owner for all unpaid assessments against the latter for the proportionate share of the Common Expenses up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling Owner amounts paid by the purchaser therefor; provided, however, that any such purchaser may rely on a Statement of Common Expenses obtained pursuant to Article 6.6 herein.

(2) **Mortgagee Liability.** Each holder of a Mortgage who comes into possession of a Lot by virtue of foreclosure or deed or assignment in lieu of foreclosure and any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid assessments or charges against such Lot: which accrue prior to the time such Person comes into possession thereof, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Lots including the mortgaged Lot assessed after such Person takes possession. The lien created by Article 11.2 hereof shall cease to exist with respect to assessments and charges levied

prior to first to occur of (i) sixty days after the foreclosure or other judicial sale of the Lot (ii) the final ratification of such sale or (iii) the time title is transferred by foreclosure or by deed or assignment in lieu thereof; provided, however, that if the proceeds of a foreclosure exceed the total amount due on the Mortgage, the excess shall first be paid to the Association and applied to the satisfaction of the Association's lien.

Article 6.5 Collection of Assessments. Any assessment or installment thereof not paid within ten days after the due date shall be delinquent and shall accrue interest until paid at a rate as may be established from time to time by the Board of Directors but in no event shall such rate of interest exceed the amount permitted by law. The Board of Directors, or the managing agent at the request of the Board of Directors, shall take such action as deemed appropriate to collect any assessments for Common Expenses due from any Owner or Member which remain unpaid for more than thirty days after the due date for payment thereof.

Article 6.6 Statement of Common Expenses. The Board of Directors or managing agent shall provide any Owner, contract purchaser or Mortgagee, within fourteen (14) days after a written request therefor, with a written statement of all unpaid assessments for Common Expenses due with respect to a specific Lot (or a statement that the amount of unpaid assessments is zero) as part of the "Association Disclosure Packet" pursuant to the Maryland Homeowners Association Act. No contract purchaser, Mortgagee or purchaser from a Mortgagee requesting such a statement shall be liable for, nor shall the Lot conveyed to such Person relying on such statement be subject to a lien for, any unpaid assessments due prior to the date of such statement in excess of the amount set forth on such statement; provided, however, that this section shall not be interpreted to release any Person from liability for such assessments levied while such Person owned the Lot. The Board of Directors may impose a reasonable charge for the preparation of such statement to cover the cost of preparation, in an amount not to exceed any maximum established by the Maryland Homeowners Association.

ARTICLE 7

OPERATION OF THE PROPERTY

Article 7.1 Upkeep of Common Area.

(1) **General.** The Association shall be responsible for the management and Upkeep of all of the Common Area and Recreational Facilities, the cost of which shall be assessed against all Lots as a Common Expense, as herein provided. Such Upkeep shall include without limitation grass cutting and lawn maintenance, and garbage removal if the same is not provided by Baltimore County (or the applicable Town, as the case may be applicable). All facilities located on the Common Area including without limitation bus shelters, entrance walls and features (including fencing on Common Area, if applicable) and landscaping, etc. shall also be maintained by the Association. The Association shall be responsible for the Upkeep of certain landscaped areas along the boundaries of certain Lots as may determined by the Board of Directors the cost of which shall be a Common Expense. The Association shall also be responsible for Upkeep of any Recreational Facilities, the cost of which shall be a Common Expense. The Association shall be responsible for the maintenance of swales pursuant to one or more separate Declarations of Covenants the Association intends to enter with the Declarant and applicable governmental authorities

(the "**Swale Declarations**"). The Association shall not have any responsibility for the Upkeep of any Lot except for those responsibilities and duties specifically enumerated within the Association Documents. If the Board of Directors determines that certain Upkeep was necessitated by the negligence, misuse or neglect of an Owner or for which an Owner is responsible pursuant to Article 11 or any other provision of the Association Documents, the cost of such Upkeep shall be assessed against such Owners Lot pursuant to Article 11 hereof. The Board of Directors shall establish the standard for Upkeep of the Common Area in its sole discretion.

(2) **Storm Water Management.** The Declarant may construct or create easements, improvements and facilities for storm water management control. The Association may post signs prohibiting swimming, wading, skating or other similar uses of any storm water retention ponds. The Declarant shall provide Upkeep for any storm water retention ponds and all easements, improvements and facilities for storm water management at its sole expense until the earlier of: (a) release from all bonds and surety therefor provided to Baltimore County (or the applicable Town, as the case may be applicable) or any other governmental authority (b) the end of the Declarant Control Period or the conveyance of such stormwater management facilities to the Association if required by governmental authorities. Thereafter, the Upkeep of the storm water drainage easements, storm water retention ponds and related improvements and facilities for storm water management shall be a Common Expense of the Association. The Owner of any Lot on which there is located an easement for storm water drainage or control shall be responsible for the following items of maintenance, where applicable: grass mowing with reasonable frequency and the removal of debris and other matter to the best of Owner's ability where such debris or matter has impeded or threatens to impede the free flow of storm water through drainage structures. Such Owner's responsibility shall include notification of the Association of (i) any defects in the fencing surrounding or within the easement; (ii) any debris or other matter which is beyond such Owner's ability to remove; and (iii) any excessive erosion within the area of the easement.

(3) **Entrance Features and Rights-of -Ways.** The Association shall be responsible for the Upkeep of any entrance features, project signage, bus shelters, Recreational Facilities and landscaping on the Common Area.

Article 7.2 Upkeep of Lots.

(1) **Individual Upkeep.** Each Owner shall keep such Owner's Lot and all improvements located on the Lot in good order, condition and repair and in a clean and sanitary condition, including without limitation all necessary grounds maintenance, so as not to detract from property values and the desired overall ambiance of the Property. Each Owner shall maintain the exterior of each dwelling structure free of peeling paint, damaged brick or siding, faded or washed out stain or paint, and similar maintenance deficiencies. Each Owner shall keep all landscaping and lawns on such Owner's Lot in neat, trim condition, and free of garbage, junk and debris. Each Owner shall perform this responsibility in such manner as shall not unreasonably disturb or interfere with the other Owners. If any Owner shall fail to keep such Owner's Lot in as good repair and condition as and when required (normal wear and tear excepted) and in a neat and orderly condition, consistent with such Rules and Regulations as the Board of Directors may promulgate, then the Board may, pursuant to resolution, give notice to that Owner of the condition

complained of, specifying generally the action to be taken to rectify that condition. If the Owner fails to take the actions specified by the Board or to otherwise rectify the condition within thirty (30) days after the date the notice is given, or such other period as may be specified in the notice, if the circumstances warrant a different time period, the Board of Directors shall have the right, pursuant to Article 5.3 and Article 11.1 (4) hereof and any resolutions adopted by the Board of Directors, to rectify such condition by taking such action (or by causing such action to be taken) as was specified in the notice. The costs incurred in rectifying such condition shall be assessed against such Owner's Lot in accordance with Article 11.1 hereof. If such Owner fails to reimburse the Association within thirty days after receipt of a statement for such expenses from the Board, then the indebtedness shall constitute a lien as provided for in Article 11 hereof. The Owner may contract with a third party to perform the Owner's responsibility for Upkeep under this section.

Article 7.3 Manner of Repair and Replacement. All repairs and replacements required of an Owner shall be substantially similar to the original construction and installation and shall be of first-class quality.

Article 7.4 Additions, Alterations or Improvements by the Board of Directors. Whenever in the judgment of the Board of Directors the Common Area shall require capital additions, alterations or improvements (other than for Upkeep) costing in excess of ten percent (10%) in the aggregate of the total annual assessment for Common Expenses for that fiscal year, the making of such additions, alterations or improvements requires a Majority Vote of the Members or the written approval of Members entitled to cast more than fifty percent (50%) of the total number of votes in the Association. The cost making of such additions, alterations or improvements shall be assessed by the Board of Directors on all Owners as a Common Expense. Any capital additions, alterations or improvements (other than for Upkeep) costing in the aggregate ten percent or less of the total annual assessment for Common Expenses for that fiscal year may be made by the Board of Directors without approval of the Members and the cost thereof shall constitute a Common Expense. Any assessments resulting from expenditures authorized under this section must also comply with Article 6.2 hereof which imposes limitations on increases in assessments above a specified maximum. If Member approval is required to increase the applicable maximum assessment, such approval may be obtained simultaneously with the vote required by this section.

Article 7.5 Additions, Alterations, or Improvements by the Owners.

(1) **Approval.**

(a) No Person shall make any addition, alteration or improvement in or to any Lot or any portion of the Property (other than for normal Upkeep or natural landscaping and not including areas within a building visible from the exterior only because of the transparency of glass doors, walls or windows) which is visible from the exterior of the Lot or such portion of the Property, without the prior written consent of the Covenants Committee. No Person shall paint, affix a sign not permitted by the Rules and Regulations or alter the exterior of any improvement, or the exterior or interior of any doors and windows, if such improvement is visible from another Lot or the Common Area, without the prior written consent of the Covenants Committee. Approval by the Covenants

Committee shall not relieve an Owner from any obligation to obtain required governmental permits. If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement to any Lot or improvement located on any Lot requires execution by the Association, and provided consent has been given by the Board of Directors or the Covenants Committee, as appropriate, then the application shall be executed on behalf of the Association, without incurring any liability on the part of the Board of Directors, the Association, the Board of Directors or the Covenants Committee or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any Person having a claim for personal injury or property damage arising therefrom.

(b) Subject to the approval of any Mortgagee of the affected Lots, the Board of Directors, any Owner affected, and the appropriate governmental entity, any Lot may be subdivided or altered so as to relocate the boundaries between such Lot and any adjoining Lot. In addition, during the Development Period, no Lot may be subdivided nor may any Lot's boundaries be relocated except by or as approved by the Declarant. No portion less than all of any Lot shall be conveyed or transferred by an Owner (other than the Declarant during the Development Period) without the prior written approval of the Declarant (during the Development Period) or the Board of Directors. However, this section is not intended to require the approval of the Board of Directors to grant deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments or to grant any easement, right-of-way or license to any municipality, political subdivision, public utility or other public body or authority, or to the Association or the Declarant for any purpose.

(c) During the Development Period, the provisions of this Article 7.5 shall not apply to Lots owned by the Declarant or to the improvements on Lots owned by Builders if such improvements have been approved by the Declarant. The Declarant shall have the right to make or permit alterations or subdivisions without the consent of the Board of Directors or the Covenants Committee and an authorized Officer shall execute any such application required.

(2) **Limitations.**

(a) Any Person obtaining approval of the Covenants Committee shall commence construction or alteration in accordance with plans and specifications approved within three (3) months after the date of approval and shall substantially complete any construction or alteration within nine months after the date of commencement, or within such other period as specified in the approval. Notwithstanding the foregoing, the approval of the Covenants Committee may provide for a longer period during which to commence or complete construction as determined by the Covenants Committee to be reasonable and appropriate. If any such Person does not commence and complete work within the time period as specified in the approval, then approval shall lapse.

(b) Any Person obtaining approval of the Covenants Committee shall not deviate materially from the plans and specifications approved without the prior written consent of the Covenants Committee. Such Person shall notify the Covenants Committee when the alterations or improvements are complete. Approval of any particular plans and specifications or design does not waive the right of the Covenants Committee to disapprove such plans and specifications, or any elements or features thereof, if such plans and

specifications are subsequently submitted for use in any other instance or by any other Person.

(3) **Certificate of Compliance.** Upon the completion of any construction or alteration in accordance with plans and specifications approved by the Covenants Committee the Covenants Committee shall, at the request of the Owner thereof, issue a certificate of compliance which shall be prima facie evidence that such construction or alteration referenced in such certificate has been approved by the Covenants Committee and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of the Association Documents as may be applicable. The certificate shall not be used and may not be relied upon for any other purpose, and shall not constitute a representation either as to the accuracy or sufficiency of the plans and specifications reviewed by the Covenants Committee or the quality or soundness of the construction, alteration or improvement. The Covenants Committee may impose a reasonable charge to cover the costs of preparation and inspection.

Article 7.6 Disclaimer of Liability.

(1) **Bailee.** The Board of Directors, the Association, any Owner and the Declarant shall not be considered a bailee of any personal property stored or placed on the Common Area (including property located in vehicles parked on the Common Area), whether or not exclusive possession of the particular area is given to an Owner for parking or otherwise, and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

(2) **Operational.** Neither the Declarant or the Association shall be liable for any failure of water supply or other services to be obtained by the Association or paid for as a Common Expense, or for personal injury or property damage caused by the elements or by any Owner, or any other Person, or resulting from electricity, water, snow or ice which may leak or flow from or over any portion of the Property or from any pipe, drain, conduit, appliance or equipment, or any secondary or consequential damages of any type. The Declarant and the Association shall not be liable to any Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any portion of the Property. No diminution, offset or abatement of any assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Property by the Association, the Declarant or from any action taken by the Association or the Declarant to comply with any law, ordinance or with the order or directive of any governmental authority. This Article 7.6 is not intended nor shall it be construed to relieve any insurer of its contractual obligations under any policy benefiting the Association or an Owner.

ARTICLE 8 **RESTRICTIONS ON USE OF LOTS AND COMMON** **AREA; RULES AND REGULATIONS**

Article 8.1 Permitted Uses. No Lot shall be used for other than the purposes for which such Lot is zoned and designed and in accordance with the provisions of the Association Documents. Nothing in the Association Documents shall be construed to

prohibit the Declarant or its designees from using any Lot owned by the Declarant (or any other Lot with the permission of the Owner thereof) or any portion of the Common Area for promotional, marketing, display or customer service purposes (such as a visitors center) or for the settlement of titles of Lots. Further, the Declarant specifically reserves the right to operate a construction office and/or a rental, brokerage and management office at any time on Lots owned or leased by the Declarant (or any other Lot with the permission of the Owner thereof) and on any portion of the Common Area, to the extent permitted by law. The Declarant may assign its rights under this Article to or share such rights with one or more other Persons, exclusively, simultaneously or consecutively with respect to the Common Area and Lots owned or leased by the Declarant or such Persons.

Article 8.2 Restrictions. Except for the activities of the Declarant during the Development Period (to which the following provisions do not apply and to which the Declarant is expressly exempt) each Lot and the Common Area shall be occupied and used as follows:

(1) **Hazardous Uses; Waste.** Nothing shall be done or kept on the Property which will increase the rate of insurance for the Common Area or any part thereof applicable for permitted uses without the prior written consent of the Board of Directors; including without limitation any activities which are unsafe or hazardous with respect to any person or property. No Person shall permit anything to be done or kept on the Property which will result in the cancellation of any insurance on the Common Area or any part there for which would be in violation of any law, regulation or administrative ruling. No waste will be committed on the Common Area.

(2) **Lawful Use.** No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall (to the extent the same shall be the obligation of the Association or Owner) be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation for the Upkeep of such portion of the Property, and, if the Association, then the cost of such compliance shall be a Common Expense.

(3) **Emissions.** There shall be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere (excluding, however, normal residential chimney emissions), no production, storage or discharge of hazardous wastes on the Property or discharges of liquid, solid wastes or other harmful matter into the ground or any body of water, if such emission, production, storage or discharge may adversely effect the use or intended use of any portion of the Property or may adversely effect the health, safety or comfort of any Person.

(4) **Noise.** No Person shall cause any unreasonably loud noise (except for security devices) anywhere on the Property, nor shall any Person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any Person lawfully present on any portion of the Property. The Board of Directors shall have the complete authority to establish a schedule of decibel levels deemed unreasonable and prohibited.

(5) **Obstructions.** No Person shall obstruct any of the Common Area or otherwise impede the rightful access of any other Person on any portion of the Property upon which such Person has the right to be. No Person shall place or cause or permit anything to be placed on or in any of the Common Area without the approval of the Board. Nothing shall be altered or constructed in or removed from the Common Area except with the prior written approval of the Board of Directors.

(6) **Association Property.** The Common Area shall be used only for the furnishing of the services and facilities for which the same is reasonably suited and which are incident to the use and occupancy of the Lots. The improvements located on the Common Area shall be used only for their intended purposes. Except as otherwise expressly provided in the Association Documents, no Owner shall make any private, exclusive or proprietary use of any of the Common Area without the prior written approval of the Board of Directors and then only on a temporary basis.

(7) **Mining.** No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth except with the prior written approval of the Board of Directors.

(8) **Signs.** Except for entrance, street, or directional signs, or any promotional or advertising signs as may be maintained by the Declarant or a Builder, no sign of any kind shall be displayed to public view on any Lot or the Common Areas without written approval of the Covenants Committee, provided the foregoing shall not preclude the following:

(a) Signs required by legal proceedings.

(b) Residential identification signs and house numbers, including professional identification, having a combined total face area of nor more than two (2) square feet and subject to written approval by the Covenants Committee as to location, size, color, material and content.

(c) "For Sale" signs, having a combined total face area of nor more than two (2) square feet and subject to written approval by the Covenants Committee as to location, size, color, material and content. Such approved signs may only be placed in the front yard of the Lot available and must meet all applicable County regulations with respect to size, content and removal. All "For Sale" signs must be removed within forty-eight (48) hours after contract acceptance.

(9) **Trash.** Except in connection with construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any other kind shall be permitted on any Lot. Trash containers shall not be permitted to remain in public view from the Common Area or another Lot except on days of trash collection. Trash containers shall not be placed for pickup at appointed locations prior to 6:00 p.m. on the previous evening. Trash to be placed for pickup must be kept in containers manufactured for trash storage purposes only or in containers supplied by the trash contractor. Paper or plastic grocery bags alone are not sufficient for storage of trash. Trash containers and refuse disposal systems must be maintained in enclosures and

screened areas as approved by the Covenants Committee. Trash, leaves and other materials shall not be burned in violation of local ordinances. No incinerator shall be kept or maintained upon the Property.

(10) **Landscaping: Sight-lines.** No tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs sight-lines for vehicular traffic on Public and Private Roadways. No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable or other temporary accessory buildings shall be erected, used or maintained on any Lot except in connection with construction activities. Pavement, plantings and other landscape materials shall not be placed or permitted to remain upon any Lot: (a) if such materials may damage or interfere with an easement for the installation or maintenance of utilities; (b) in violation of the requirements of such easements; (c) unless in conformity with public utility standards; or (d) if such materials may unreasonably change, obstruct or retard direction or flow of any drainage channels. Except for hoses and the like which are reasonably necessary in connection with construction activities or normal landscape maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable or other similar transmission line shall be installed or maintained upon any Lot above the surface of the ground. No "painted rocks" shall be permitted on any Lot. No lawn ornaments shall be permitted on any Lot except those approved by the Covenants Committee. Notwithstanding anything contained herein to the contrary, sheds are permitted (not in the front yard) so long as the siding and shingles match the house.

(11) **Antennae.** No outside antennae, satellite dishes or ham radio equipment shall be maintained upon the Property without the prior consent and approval of the Covenants Committee. Notwithstanding the foregoing, if, pursuant to provisions of law, the restrictions set forth in this Article 8.2 (11) are void and/or unenforceable, then to the full extent permitted by law, the Covenants Committee shall have the full and complete authority to regulate and control the manner and location of placement of any such device which is otherwise prohibited under this Article 8.2 (11).

(12) **Fences.** Except for any fence installed by the Declarant, a Builder or by the Association, no fence shall be installed except in conformance with standards established there for and with the written approval of the Covenants Committee. No chain link fencing will be permitted on the Property; provided, however, that the Declarant or its designees may erect a chain link fence for the temporary storage of building materials for the protection of building sites or around any pond or drainage facilities. No fence shall be permitted to extend beyond the rear half of the yard as measured from the midpoint of the side of the house. "Fence" shall include, but not be limited to, any free standing structure combined or configured to provide a visual barrier within or around any Lot. The location, type, color, height and texture of all fences shall be subject to the review and approval of the Covenants Committee. The Covenants Committee shall have the broadest discretion to determine those instances where fencing shall be permitted and shall have the absolute authority to prohibit fencing where, in its sole discretion, the Covenants Committee determines that such fencing shall be offensive, inharmonious, or otherwise incompatible with the community and the Property.

(13) **Vehicles.** Except in connection with construction activities, no commercial vehicles, trailers, campers, recreational vehicles, boats or other large vehicles,

including grounds maintenance equipment, may be parked on any portion of the Common Area or any portion of a Lot visible from the Common Area or another Lot or any public right of way within or adjacent to the Property, unless expressly permitted by the Board of Directors and only in such parking areas or for such time periods (if any) as may be designated for such purpose. Parking of all such vehicles and related equipment, other than on a temporary and non-recurring basis, shall be in garages or screened enclosures approved by the Covenants Committee or in areas designated by the Board of Directors. No junk or derelict vehicle or other vehicle on which current registration plates and current county and state inspection permits are not displayed shall be kept upon any portion of the Common Area or any portion of a Lot visible from the Common Area or another Lot. All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies, and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or unpaved portions of Common Area, except such vehicles as are authorized by the Board of Directors as needed to maintain, repair, or improve the common Area. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on Common Area.

(14) **Timeshares.** No Lot shall be subjected to or used for any timesharing, cooperative, licensing or other arrangement that would entail weekly, monthly, or any other type of revolving or periodic occupancy by multiple owners, cooperators, licensees, or timesharing participants.

(15) **Residential Uses.** Lots shall be used for residential purposes only; provided, however, that the Board of Directors may permit reasonable nonresidential use on such Lots from time to time for a professional office or day care, provided that such use is consistent with all applicable laws, ordinances and regulations of any governmental authority and subject to such reasonable rules as may be established by the Board of Directors. As a condition to consenting to such use, the Board may require the Owner to provide the insurance coverage required in accordance with Section 11B-11.1(g) of the Real Property Article of the Annotated Code of Maryland. Once given, such permission may not be revoked later except for good cause shown. The restriction on the use of a Lot for residential purposes may be eliminated by Majority Vote in accordance with the provisions of Section 11B-111.1 of the Real Property Article of the Annotated Code of Maryland.

(16) **NO-IMPACT HOME-BASED BUSINESSES.** Notwithstanding anything contained herein to the contrary, pursuant to Title 11B of the Maryland Homeowners Association Act (the "HOA Act"), "no-impact home-based businesses" are permitted upon the Lots, subject to the following requirements:

- (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 and/or any Rules and Regulations as may be adopted or amended by the Board of Directors of the Association as provided in Section 12.10 herein, 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 HOA Act, 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.

(17) **FAMILY CHILD CARE HOME.** Notwithstanding anything contained herein to the contrary, the use of a residence as a “family child care home” (“Home”), as defined in Section 11B-111.1, as amended from time to time, of Title 11B of the HOA Act is prohibited; provided, however, if such prohibition is not enforceable under applicable Maryland law, then a Home shall be allowable subject to the following conditions:

(a) The Owner or child care provider (as defined in Section 11B-111.1 of the HOA Act) operating the Home shall be registered with and have a certificate issued by the Department of Education, in accordance with the registration and licensing provisions set forth in Title 9.5, Subtitle 3 of the Education Article, *Annotated Code of Maryland*, as amended from time to time and/or other applicable law. The Owner or child care provider shall furnish a certificate of registration issued by the Department of Education to the Covenants Committee prior to establishing and operating the Home and upon each renewal thereof.

(b) The Owner or child care provider shall obtain the liability insurance required by applicable Maryland law. The Owner or child care provider may not operate the Home without the liability insurance required in accordance with the preceding sentence and shall present proof of insurance to the Covenants Committee before establishing and operating the Home and upon any renewal of the policy.

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

(e) A “large family child care home” (as such term is defined in Title 9.5, Subtitle 3 of the Education Article, *Annotated Code of Maryland*, as amended from time to time) is strictly prohibited from operating anywhere in the Community.

(f) Such additional requirements, and/or any Rules and Regulations as may be adopted or amended by the Board of Directors of the Association, as provided in Section 12.10 herein, to the extent permitted by applicable law.

(18) Animals. The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited on any Lot or upon the Common Area, except that the keeping of guide animals and orderly domestic house pets (e.g., dogs, cats or caged birds) without the approval of the Board of Directors, is permitted, subject to the Rules and Regulations adopted by the Board of Directors; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding; and provided further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property by the Board upon ten days written notice from the Board of Directors. Notwithstanding the foregoing, upon application to, and approval by the Board, an Owner may keep chickens on her Lot, but only to the extent permitted by any applicable governmental authority. The Board shall have the authority to prohibit dogs of a specified breed on the Property if in the sole discretion of the Board such breeds are dangerous and constitute a threat to the Property and/or the Owners. Pets shall not be permitted upon the Common Area unless accompanied by someone who can control the pet and unless carried or leashed. Pet droppings shall be cleaned up by the Owner of the pet. Any Owner who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, each Owner and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property. All pets shall be registered and inoculated as required by law.

(19) Clotheslines. 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; provided, however, if clotheslines are permitted under applicable Maryland law, the following restrictions shall be applicable:

- (a) Clotheslines may not exceed five feet by five feet (5' x 5') or twenty feet (20') in length;
- (b) Clotheslines shall not be installed permanently and must be removed on a daily basis; and
- (c) Clothing shall not remain on any clothesline for any longer than twenty-four (24) hours.

(20) Mailboxes and Newspaper Tubes. All mailboxes shall be of a uniform design, as selected by the Declarant. Only mailboxes and newspaper tubes meeting design standards of the Declarant shall be permitted.

(21) Lighting. No exterior lighting, or the glare from such lighting, shall be directed outside the boundaries of the Lot. Use of non-white (e.g., sodium) lamps is prohibited. The foregoing shall not preclude the placement of front and rear light fixtures

as originally installed by the Declarant or like replacements thereof and for light installed pursuant to lighting and/or landscaping plans approved by the Covenants Committee.

(22) **Pools** . Swimming pools are permitted only if constructed below ground level at the rear of the Lot and then only after the pool and all appurtenant structures are approved by the Covenants Committee. Pool houses and gazebos are not allowed outside the building envelope.

(23) **Square Footage** . No Home (following its initial construction) which is rebuilt after a total or partial destruction shall contain less than 2,500 square feet.

(24) **Electronic Insect Traps** . Electronic insect trap regulation will be based upon the same criteria as "Lighting." In addition, no device shall be installed or maintained in such a way as to cause discomfort to adjacent Owners from noise or light, and may only be operated during those times when the immediate area protected by the trap is operated by the Owner or his guests.

(25) **Exterior Decorative Objects** . Approval by the Covenants Committee will be required for all exterior decorative objects, both natural and manmade. Exterior decorative objects include such representative items as bird baths, wagon wheels, sculptures, fountains, hot tubs and similar devices, stumps, driftwood piles, freestanding poles of all types and items attached to approved structures. Fixtures in front plain view of any Lot are strongly discouraged and difficult to get approved.

(26) **Intentionally Omitted** .

(27) **Construction Activities** . This section shall not be construed as forbidding any work involved in the construction or Upkeep of any portion of the Property so long as such work is undertaken and carried out (a) with the minimum practical disturbance to Persons occupying other portions of the Property; (b) in such a way as does not violate the rights of any Person under other provisions of this Declaration; and (c) in accordance with all applicable restrictions in the Rules and Regulations, the resolutions of the Board of Directors and the other provisions of this Declaration. The Board of Directors may approve temporary structures for construction purposes which may otherwise be in violation of the Association Documents or the Rules and Regulations.

(28) **Solar Collection Systems** . Any installation of solar panels or other solar collection systems on any Lot shall require the prior written approval of the Covenants Committee, subject to the provisions of Section 2-119 of the Real Property Article, Annotated Code of Maryland, 2015 Repl. Volume, as the same may be amended from time to time, and any other applicable laws.

(29) **Tree Removal** . Owners are prohibited from cutting trees located in Common Areas without the written permission from the Covenants Committee. Some of the Common Areas, as well as areas on any given Lot, have been protected with conservation easements and/or designated as tree preservation areas which prohibit the cutting of trees in said areas. Owners should obtain written permission from the Covenants Committee before cutting any tree.

(30) Storm and Screen Doors. Rising energy costs have encouraged homeowners to take measures to conserve energy through the installation of storm doors. Energy conserving measures, however, should and can be done without compromising the visual quality of the neighborhood. Any storm or screen door should be straightforward without ornamentation, such as scallops, scrolls and imitation gate hinges provided that the same is approved by the Covenants Committee. Steel or "security" doors with bars are not allowed on any Home or any other structure on any Lot.

(31) Exterior Unit Air Conditioning. Air conditioning units extending from a window on any structure on any Lot are prohibited.

(32) Firewood. Firewood shall be kept neatly stacked and located to the rear of the Home, within the Owner's Lot boundary line. Piles of firewood larger than two (2) cords require approval from the Covenants Committee. Piles of firewood longer than six (6) feet should be two (2) rows deep at a minimum. Piles of firewood must not exceed four (4) feet in height for safety. Firewood piles must contain firewood only with no storage of debris of any kind. Any rotten firewood or wood infested with rodents or insects must be removed by the Owner.

(33) Pier/Beach (If Applicable). Bonfires, digging holes and glass containers of any kind are prohibited on any beach area. Furthermore, no activities are permitted on any beach area which may deteriorate the natural appearance of the beach. No overnight or other storage of any kind is permitted on any pier, including but not limited to boats, jet skis or sports equipment of any kind.

(34) Forest Conservation and Forest Buffer Easement Areas and Preservation Areas/Parcels. 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 forest conservation easement and forest buffer easement as well as preservation areas or preservation parcels, wetlands, critical areas, steep slopes, retention areas, buffer areas or floodplains (collectively, the "FC/FB Areas") 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 and unless approved by any applicable governmental authorities. Owners shall be subject to the provisions of any recorded declaration of covenants, conditions and restrictions (the "Forest Conservation and Forest Buffer Declaration") pertaining to the FC/FB Areas. Each Owner agrees to provide Declarant, its agents and any other party to the Forest Conservation and Forest Buffer Declaration full access to their Lot at any time for the purposes of complying with the Forest Conservation and Forest Buffer Declaration and to otherwise comply with all provisions of the Forest Conservation and Forest Buffer Declaration. Any portion of the Common Areas or Lots designated and shown on the Plats as "Conservation Property", "Forest Conservation", "Flood Plain", "Wetlands Area", "Tree Maintenance Easement", "Stream Buffer", or "Water Quality Easement Area" shall remain in a natural, undisturbed condition and shall not be disturbed, developed or have improvements erected thereupon, unless such disturbance, development and/or improvements are approved by the Association and Howard County. Except for removal of diseased or dead trees or debris in

existing wooded areas, or the removal of noxious weeds, no clearing of the Property or Lots shall be done by any Owner thereof except in conformance with the approved grading and erosion control plans for the site.

Article 8.3 Rules and Regulations. The Board of Directors shall have the power to adopt, amend and repeal Rules and Regulations restricting and regulating the use and enjoyment of the Property or of any portion thereof, which may supplement, but may not be inconsistent with the provisions of the Association Documents. The Property shall be occupied and used in compliance with the Rules and Regulations. Copies of the Rules and Regulations shall be furnished by the Board of Directors to each Owner. Changes to the Rules and Regulations shall be published prior to the time when the same shall become effective and copies thereof shall be provided to each Owner. The Rules and Regulations shall not unreasonably interfere with the use or enjoyment of the Lots or Common Area. The Board of Directors may issue temporary or other appropriate exceptions to any prohibitions expressed or implied by this Article, for good cause shown.

Article 8.4 Exclusion for the Declarant and Designees of the Declarant. Notwithstanding any other provision of the Association Documents, during the Development Period, neither the restrictions in this Article nor the Rules and Regulations of the Association shall apply to any otherwise lawful acts or omissions of the Declarant or of any Builder.

Article 8.5 Leasing. No Home shall be used or occupied for transient or hotel purposes. No Homes may be leased for an initial period of less than six months. No portion of any Home (other than the entire Home) shall be leased for any period; provided, however, that a reasonable number of roommates is permitted. No Owner shall lease a Lot other than on a written form of lease: (a) requiring the lessee to comply with the Association Documents; and (b) providing that failure to comply constitutes a default under the lease.

ARTICLE 9

COVENANTS COMMITTEE; ARCHITECTURAL REVIEW

Article 9.1 Covenants Committee.

(1) **Purpose.** The Covenants Committee, whose members shall be appointed by the Declarant during the Development Period and thereafter by the Board of Directors of the Association, shall have all the rights, powers and duties granted to it pursuant to this Declaration. The Covenants Committee shall be comprised of at least three (3) members, and not more than five (5); provided, however, during the Development Period, the Covenants Committee may be comprised of one (1) or more initial members. At any time, or from time to time, during the Development Period, the initial members of the Covenants Committee may be replaced for any reason (including death or resignation) with other individuals selected by the Declarant, in its sole discretion. During the Development Period, or until their successors are duly chosen and qualified, the initial members of the Covenants Committee shall be Jeffrey V. Caruso, Mark Somerville, and Ed Levendusky. Except during the Development Period, each member of the Covenants Committee to serve for a term of from one (1) to three (3) years, as may be determined by the Board of Directors. If the Board of Directors fails or elects not to appoint a Covenants Committee, then the Board of Directors shall perform the duties of the Covenants Committee.

(2) **Powers.**

(a) The Covenants Committee shall regulate the external design, signage, appearance, use and maintenance of the Lots and the Common Area; provided, however, that the Covenants Committee shall not have the power to regulate the activities of the Association or the Declarant on the Common Area or any Lot owned by the Declarant or any improvement on any Lot owned by a Builder which has been approved by the Declarant; and provided, further, that the Covenants Committee shall not have the power to review initial construction on the Property by the Declarant or any Builder.

(b) The Covenants Committee may from time to time establish requirements regarding the form and content of plans and specifications to be submitted for approval. The Covenants Committee shall have the power to impose reasonable application fees as well as the costs of reports, analyses or consultations required in connection with improvements or changes proposed by an Owner. Such fees and costs shall be assessed against the Owner.

(c) The Covenants Committee shall have the power pursuant to Article 11 hereof to impose reasonable charges upon, and issue a cease and desist request to, an Owner, such Owner's tenant and such Owner's (or tenant's) household or company, guests, employees, customers, agents, and invitees whose actions are inconsistent with the provisions of the Association Documents.

(d) Subject to the review of the Board of Directors, the Covenants Committee shall from time to time provide interpretations of the Association Documents pursuant to the intents, provisions and qualifications thereof when requested to do so by the Board of Directors. The Covenants Committee may publish and record such interpretations in order to establish precedents for application of the Association Documents or other matters relative to architectural control.

(e) The Covenants Committee shall propose Design Standards for approval by the Board of Directors. Such Design Standards are hereby incorporated by this reference and shall be enforceable as if set forth herein in full. Such design standards, however, shall not exceed (including minimum square footage requirements) the design standards reflecting the sizes and designs for those Homes originally constructed on the Property.

(f) A Majority Vote of the Covenants Committee shall be required in order to take any action except as otherwise provided in Article 11.1 hereof. The Covenants Committee shall keep written records of all its actions. Any action, ruling or decision of the Covenants Committee may be appealed to the Board of Directors by any party deemed by the Board to have standing as an aggrieved party and the Board may modify or reverse any such action, ruling or decision. The Covenants Committee and the Board of Directors shall have no authority to regulate construction by the Declarant or approved by the Declarant.

(3) **Conduct of Business.** The Covenants Committee shall not exercise its powers and authority to interfere with the conduct of the development of the Property and Home construction by the Declarant or Builders.

(4) **Authority.** The Covenants Committee shall have such additional duties, powers and authority as the Board of Directors may from time to time provide by resolution. The Board of Directors may relieve the Covenants Committee of any of its duties, powers and authority either generally or on a case-by-case basis. The Covenants Committee shall carry out its duties and exercise its powers and authority in accordance with Article 11.1 (7) hereof and in the manner provided for in the Rules and Regulations adopted by the Board of Directors or by resolution of the Board of Directors.

(5) **Time for Response; Variances.** The Covenants Committee shall act on all matters properly before it within forty-five (45) days; failure to do so within the stipulated time shall constitute an automatic referral to the Board of Directors. When a request is referred to transferred to the Board of Directors, the Board shall be obligated to answer any written request by an Owner for approval of a proposed structural addition, alteration or improvement within (45) forty-five days after the first Board of Directors meeting held following referral to the Board, and failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed structural addition, alteration or improvement; provided, however, that the Board of Directors has no right or power, either by action or failure to act to waive enforcement or grant variances from written Design Standards without a specific finding that enforcement of such Design Standards would impose an unfair burden on such Owner and stating the variance and the reasons therefor in a written instrument which shall be part of the records of the Association.

Article 9.2 Subcommittees of the Covenants Committee. The Covenants Committee shall have the power to establish subcommittees to exercise the powers of the Covenants Committee and to carry out its functions. Wherever in the Association Documents reference is made to the Covenants Committee, such reference shall also mean any subcommittee established by the Covenants Committee.

Article 9.3 Compensation of the Covenants Committee. No Member of the Covenants Committee or a subcommittee (other than an Owner or a resident of the Property) shall be compensated by the Association for their services on the Covenants Committee Provided that they shall be reimbursed for bona fide out of pocket expenditures if approved by the Board.

ARTICLE 10 INSURANCE

Article 10.1 Authority to Purchase; Notice.

(1) The Board of Directors shall have the power and responsibility on behalf of the Association to (a) purchase insurance policies relating to the Common Area, (b) adjust all claims arising under such policies; and (c) execute and deliver releases upon payment of claims. The cost of all insurance policies purchased by the Board relating to the Common Area shall be a Common Expense. The Board of Directors, the managing agent and the Declarant shall not be liable for failure to obtain any coverages required by this Article or for any loss or damage resulting from such failure: (i) if such failure is due to the unavailability of such coverages from reputable insurance companies; (ii) if such coverages

are so available only at an unreasonable cost; or (iii) if the Association's insurance professionals advise that the coverages required hereunder are not necessary.

(2) Each such policy shall provide that:

(a) The insurer waives any right to claim by way of subrogation against the Declarant, the Association, the Board of Directors, the managing agent, any Owner and their respective households or companies, guests, employees, customers, tenants, agents and invitees;

(b) Such policy may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty days prior written notice to the Board of Directors or the managing agent.

(3) All policies of insurance shall be written by reputable companies licensed or qualified to do business in Maryland.

(4) The deductible (if any) on any insurance policy purchased by the Board of Directors shall be a Common Expense; provided, however, that the Association may, pursuant to Article 11.1 (1) hereof, assess any deductible amount necessitated by the misuse or neglect of an Owner against such Owner.

(5) The Declarant, so long as the Declarant shall own any Lot, shall be protected by all such policies as an Owner.

Article 10.2 Physical Damage Insurance.

(1) The Board of Directors shall obtain and maintain a blanket, "all-risk" form policy of fire insurance with extended coverage, vandalism, malicious mischief, cost of demolition, debris removal, insuring any improvements located on the Common Area and covering the interests of the Association, in an amount equal to one hundred percent of the then current replacement cost of any improvements located on the Common Area (exclusive of the land, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation (such amount to be redetermined annually by the Board with the assistance of the insurance company affording such coverage). The Board of Directors shall also obtain and maintain appropriate coverage on all personal property other than the Common Area owned by the Association.

(2) Unless the Board determines to the contrary, each such policy shall also provide:

(a) a waiver of any right of the insurer to repair, rebuild or replace any damage or destruction, if a decision is made not to do so;

(b) the following endorsements (or equivalent) (i) "no control" (to the effect that coverage shall not be prejudiced by any act or neglect of any occupant or Owner or their agents when such act or neglect is not within the control of the insured or the Owners collectively, nor by any failure of the insured and the Owners collectively, to comply with any warranty or condition with regard to any portion of the Property over which the

insured and the Owners collectively, have no control); (ii) "cost of demolition"; (iii) "contingent liability from operation of building laws or codes"; (iv) "increased cost of construction"; (v) "replacement cost"; and (vi) "agreed amount" or elimination of coinsurance clause;

(c) that any "no other insurance" clause expressly exclude individual Owners' policies from its operation so that the physical damage policy purchased by the Board of Directors shall be deemed primary coverage and any individual owners' policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder provide for or be brought into contribution with insurance purchased by individual Owners or their Mortgagees, unless otherwise required by law; and

(d) such deductibles as to loss, but not coinsurance features, as the Board of Directors in its sole discretion deems prudent and economical.

Article 10.3 Liability Insurance. The Board of Directors shall obtain and maintain comprehensive general liability, broad form endorsement (including libel, slander, false arrest and invasion of privacy coverage) and property damage liability insurance in such limits as the Board may from time to time determine, insuring each director, Officer, the managing agent and the employees of the Association against any liability to the public or to any Owner or such Owner's tenant and such Owner's (or tenant's) household or company, guests, employees, customers, agents and invitees arising out of, or incident to the ownership or care, custody, control and use of the Common Area or legal liability arising out of employment contracts of the Association. Such insurance shall be issued on a comprehensive liability basis and shall contain: (a) a cross-liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to an action against another named insured; (b) hired and non-owned vehicle coverage; (c) host liquor liability coverage with respect to events sponsored by the Association; (d) deletion of the normal products exclusion with respect to events sponsored by the Association; and (e) a "severability of interest" endorsement which shall preclude the insurer from denying liability coverage to an Owner because of negligent acts of the Association or of another Owner. The Board of Directors shall review such limits once each year, but in no event shall such insurance be less than one million dollars covering all claims for bodily injury or property damage arising out of one occurrence. Reasonable amounts of "umbrella" liability insurance in excess of the primary limits shall also be obtained in an amount not less than two million dollars.

Article 10.4 Other Insurance. The Board of Directors may (but shall not be required to) elect to obtain and maintain any of the following coverages:

(1) adequate fidelity coverage to protect against dishonest acts on the part of directors, Officers, trustees and employees of the Association and all others who handle, or are responsible for handling, funds of the Association, including the managing agent. If the Association has delegated some or all of the responsibility for handling funds to a managing agent, such managing agent shall be covered by its own fidelity bond. The total amount of fidelity coverage required shall be sufficient to cover the maximum funds that will be in custody of the Association or any management agent at any time, but must be in an amount equal at least, to the lesser of (i) the sum of three (3) months' worth of gross

annual assessments and the total amount held in all investment accounts at the time the fidelity insurance is issued, or (ii) \$3,000,000.00, provided that the total liability of the insurance to all insured persons under the fidelity insurance may not exceed the sum of the fidelity insurance. Such fidelity bonds (except for fidelity bonds obtained by the managing agent for its own personnel) shall: **(a)** name the Association as an obligee, **(b)** be written in an amount not less than one-half the total annual assessment for Common Expenses or the amount required by the Mortgagees, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, whichever is greatest and **(c)** contain waivers of any defense based upon the exclusion of Persons who serve without compensation from any definition of "employee" or similar expression;

(2) if required by a majority of the Mortgagees or governmental regulations, flood insurance in accordance with the then applicable regulations for such coverage;

(3) workers, compensation insurance if and to the extent necessary to meet the requirements of law (including a voluntary employees endorsement and an "all states" endorsement);

(4) directors and Officers liability insurance in an amount not less than one million dollars; and

(5) such other insurance: **(a)** as the Board of Directors may determine; or **(b)** as may be required with respect to the Additional Phase by any amendment to the Declaration recorded in conjunction with adding such Additional Phase; or **(c)** as may be requested from time to time by a Majority Vote of the Members.

Article 10.5 Separate Insurance on Lots. Each Owner shall have the right to obtain insurance for such Owner's benefit, at such Owner' expense, covering the improvements located on such Owner' a Lot. No Owner shall obtain separate insurance policies on the Common Area owned in fee simple by the Association.

ARTICLE 11

COMPLIANCE AND DEFAULT

Article 11.1 Relief. Each Owner shall be governed by, and shall comply with, all of the terms of the Association Documents and the Rules and Regulations as they may be amended from time to time. A default by an Owner shall entitle the Association, acting through its Board of Directors or through the managing agent, to the following relief.

(1) **Additional Liability.** Each Owner shall be liable to the Association or to any affected Owner for the expense of all Upkeep, rendered necessary by such Owner's act or omission regardless of neglect or culpability but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors. Such liability shall include any increase in casualty insurance rates occasioned by use, misuse, occupancy or abandonment of any Lot or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation. Any costs, including without limitation legal fees, incurred as a result of a failure to comply with the Association Documents or the Rules and Regulations by any Owner may be assessed against such Owner's Lot. If a new Owner does not give the

secretary written notice stating the name and address of the new Owner and the number or address of the Lot within thirty days after acquiring title to such Lot, pursuant to Article 3.2 hereof, then reasonable record-keeping costs incurred by the Association, as determined by the Board of Directors, may be assessed against such Owner. The Board may set or change the amount of such assessment from time to time. Such assessment (including attorney fees, costs of suit and interest as provided in Article 11.1 (3) below) shall be a lien against such Owner's Lot as provided in Article 11.2 hereof.

(2) **No Waiver of Rights.** The failure of the Association, the Board of Directors or an Owner to enforce any right, provision, covenant or condition which may be granted by the Association Documents or Rules and Regulations shall not constitute a waiver of the right of the Association, the Board or any Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors or any Owner pursuant to any term, provision, covenant or condition of the Association Documents shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Association Documents, the Maryland Homeowners Association Act or at law or in equity.

(3) **Interest, Costs and Expenses.** If a default by any Owner in paying any sum assessed against such Owner's Lot, except for Common Expenses continues for a period in excess of fifteen days, interest from the due date at a rate not to exceed the maximum permissible interest rate which may be charged under the Maryland Contract Lien Act or if no maximum is therein established, interest shall be eighteen percent per annum on the principal amount unpaid from the date due until paid. In addition, the Association shall have the right to recover from such Owner a late charge equal to the greater of Fifteen Dollars (\$15.00) or one-tenth (1/10) of the total amount of any assessment, any costs of suit and reasonable attorney fees.

(4) **Abating and Enjoining Violations.** The violation of any of the Rules and Regulations adopted by the Board of Directors or the breach of any other provision of the Association Documents shall give the Board of Directors the right, in addition to any other rights set forth in the Association Documents: (a) to enter the portion of the Property (excluding any occupied dwelling) on which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of the Association Documents or the Rules and Regulations, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; provided, however, that before any construction may be altered or demolished (except in emergencies) judicial proceedings shall be instituted.

(5) **Legal Proceedings.** Failure to comply with any of the terms of the Association Documents or the Rules and Regulations shall be grounds for relief, including without limitation an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in the Association Documents and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board of Directors, the managing

agent or, if appropriate, by any aggrieved Owner or Member and shall not constitute an election of remedies. In addition, the Declarant and/or the Association, as the case may be, shall have the right to recover from such Owner any costs of suit and reasonable attorney fees.

(6) **Other Remedies.** The Board of Directors may suspend Member's voting rights pursuant to the Bylaws. The Board may also suspend the right of an Owner or other resident, and the right of such Person's household, guests, employees, customers, tenants, agents and invitees, to use the Common Area; provided, however, that the Association shall not suspend the right to use the Common Area for necessary, ordinary and reasonable pedestrian ingress and egress to and from such Owner's Lot, or to suspend any easement over the Common Area for storm water drainage, electricity, water, sanitary sewer, natural gas, television reception, telephone service or similar utilities and services to the Lots.

(7) **Fines and Suspension of Rights.** The Board of Directors or its designee has the power to impose fines against and suspend the right of an Owner to vote in the Association or other rights (pursuant to the Bylaws and Article 11.1(6) hereof) in the case of an Owner found be responsible for a violation of the Association Documents or the Rules and Regulations. The Board or Covenants Committee may deliberate privately, but shall either announce its decision in the presence of the respondent or give the respondent notice thereof. Fines may not exceed Fifty Dollars for each violation, or Ten Dollars per day for each violation of a continuing nature for each Owner or such greater amounts as may be allowed under applicable law. No fine may be imposed for failure to pay an assessment except as otherwise provided in the Declaration. Fines are individual assessments against the Owner and such Owner's Lot and shall be collectible as such and shall also constitute a lien against a Lot in accordance with Article 11.2 hereof to the extent permissible under Maryland law.

Article 11.2 Lien for Assessments.

(1) **Lien.** The total annual assessment of each Owner for Common Expenses, including, any additional assessment, any individual assessment or any other sum duly levied (including without limitation fines, interest, late charges, charges under contract, etc.), made pursuant to the Association Documents, is hereby declared to be a lien levied against any Lot owned by any Owner. Any such liens and fines not paid when due shall thereafter accrue interest at a rate not to exceed the maximum permissible interest rate which may be charged under the Maryland Contract Lien Act or if no maximum is therein established, interest shall be eighteen percent per annum, on the principal amount unpaid from the date due until paid. Until fully paid and satisfied, the lien shall apply to and encumber all of the Lots that were owned, as of the date when payment was due, by the Owner from whom payment was due, and shall also apply to and encumber any and all Lots thereafter acquired by that Owner from the time such Owner becomes the Owner thereof. With respect to annual assessments, the lien is effective on the first day of each fiscal year of the Association and, as to additional assessments, individual assessments and other sums duly levied, on the first day of the next payment period which begins more than ten days after the date of notice to the Owner of such additional assessment, individual assessment or levy. The Board of Directors or the managing agent may file or record such other or further notice of any such lien, or such other or further document, as may be

required to confirm the establishment and priority of such lien. The lien created by this section shall be prior to all liens and encumbrances hereafter recorded except Mortgages, real estate taxes and other charges levied by governmental authority and made superior by law. The personal obligation of the Owner to pay such assessment shall, in addition, remain such Owner's personal obligation and a suit to recover a money judgment for non-payment of any assessment or installment thereof, levied pursuant hereto, may be maintained without foreclosing or waiving the lien herein created to secure the same.

(2) **Acceleration.** In any case where an assessment against an Owner is payable in installments, upon a default by such Owner in the timely payment of any two consecutive installments, the maturity of the remaining total of the unpaid installments of such assessment may be accelerated, at the option of the Board of Directors, and the entire balance of the assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting Owner.

(3) **Enforcement.** The lien for assessments may be enforced and foreclosed in any manner permitted by the Maryland Contract Lien or any other provision of relevant law. The Association shall have the power to bid on the Lot at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with such Lot.

(4) **Remedies Cumulative.** A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the lien securing the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

Article 11.3 Subordination and Mortgage Protection. Notwithstanding any other provision hereof to the contrary, including without limitation Article 13 hereof, the lien of any assessment levied pursuant to the Association Documents upon any Lot (and any fines, interest on assessments, late charges or the like) shall be subordinate to, and shall in no way affect the rights of the holder of a Mortgage made in good faith for value received; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to foreclosure or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the holder of the Mortgage or the purchaser of the Lot at such sale from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which lien shall have the same effect and be enforced in the same manner as provided herein.

ARTICLE 12 **MORTGAGEE**

Article 12.1 Notice to Board of Directors. Upon request, an Owner who mortgages such Owner's Lot shall notify the Board of Directors of the name and address of the Mortgagee. No Mortgagee shall be entitled to any Mortgagee rights under the Association Documents unless such Mortgagee has notified the Board of its address as required by Article 12.2 below and has requested all rights under the Association Documents.

Article 12.2 Notices to Mortgagees. Any Mortgagee who desires any notice from the Association shall notify the Secretary of the Association to that effect by certified or registered United States Mail. Any such notice shall contain the name and address (including post office address) of such Mortgagee and the name of the person to whom notices from the Association should be directed. The Board of Directors shall notify Mortgagees of the following:

- (1) Any default of an Owner of a Lot, upon which the Mortgagee has a Mortgage, in paying assessments for Common Expenses (which remains uncured for sixty days) or any other default, simultaneously with the notice sent to the defaulting Owner;
- (2) Any casualty, loss or condemnation affecting a material portion of the Common Area;
- (3) All actions taken by the Association with respect to reconstruction of the Common Area or a Lot upon which the Mortgagee has a Mortgage;
- (4) Any termination, lapse or material modification of an insurance policy held by the Association;
- (5) Any proposal to terminate the Declaration, at least fifty days before any action is taken to terminate in accordance with Article 14 hereof; and
- (6) Any proposal to amend materially the Articles of Incorporation, this Declaration or the Bylaws, at least twenty days before any action is taken pursuant to Article 13.4 hereof.

Article 12.3 Other Rights of Mortgagees. All Mortgagees or their representatives shall have the additional right to request to receive notice of and to attend and to speak at meetings of the Association. All such Mortgagees shall have the right to examine the Association Documents and books and records of the Association and to require the submission of annual financial reports and other budgetary information. Any Mortgagee who makes a request shall be entitled to the financial statement, when available, for the preceding fiscal year of the Association. After fourteen days notice to the Association, a Mortgagee may (but shall never be required to), jointly or singly, pay taxes or other charges levied against the Common Area and may pay overdue premiums or hazard insurance policies or secure new hazard insurance coverage upon the lapse of a policy for such Common Area. The Mortgagee or Mortgagees giving such notice and making such payments shall be reimbursed by the Association.

ARTICLE 13

Article 13.1 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 ____ hereof.

Article 13.2 Enforcement.

(a) In addition to any remedy set forth in Section ____ below, 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 the Association or other Record Owners may incur as a result of the said violation or attempted violation, including but not limited to, court costs and attorneys' fees.

(b) The Association shall have the right to levy fines against an Owner or his guests, relatives, lessees or invitees, in the manner set forth herein, and such fines shall be collectible as any other assessment such that the Association shall have a lien against the Lot of such Owner as provided in this Declaration, the By-Laws and the Articles of Incorporation and such fine(s) shall also become the binding personal obligation of such Owner.

The Board of Directors shall determine whether there is probable cause that any of the provisions of this Declaration, the By-Laws, Articles of Incorporation or the Rules and Regulations of the Association have been violated. In the event that the Board of Directors determines an instance of such probable cause exists, the Board of Directors shall provide written notice to the Owner of the Lot (for any violation of an Owner, occupant, tenant, guest or invitee of such Owner or relative to such Owner's Lot) of the specific nature of the alleged violation and the opportunity for a hearing before the Board of Directors, upon a request made by the Owner within five (5) days' from the date of sending of the notice. The notice shall also specify that a fine of One Hundred Dollars (\$100.00) shall apply to a one-time violation and for each day thereafter the violation exists, an additional fine equal to twenty-five dollars (\$25.00) per day shall apply. The notice shall also specify that in lieu of requesting a hearing, the Owner or other party who is the violator may respond to the notice within five (5) days' from the date of the notice acknowledging in writing that the violation occurred as alleged and promising that he will henceforth cease and it will not recur, and provided there is full performance in accordance therewith, it shall terminate the enforcement activity of the Association with regard only to that particular violation; provided, however, it shall be within the sole discretion of the Board of Directors whether full performance has been accomplished.

If a hearing is timely requested, the Board of Directors shall hold the hearing at which time it shall hear any and all evidence to support and evidence and defenses to the charges, including any witnesses that the Owner or alleged violator or the Board of Directors may wish to produce. Any party at the hearing may be represented by counsel.

Subsequent to any hearing, or if no hearing is timely requested or no timely acknowledgement, promise and/or full performance is made which is accepted by the Board of Directors (in its sole discretion), the Board shall determine whether there is sufficient evidence of a violation or violations. If the Board of Directors determines in its sole and absolute discretion that there is sufficient evidence of a violation or violations, it may levy a fine against the Owner for each violation in the amounts provided above.

Nothing herein shall be construed as a prohibition or limitation of the right(s) of the Association to pursue any other means of enforcement of the provisions of this Declaration, the By-Laws, Articles of Incorporation or Rules and Regulations, including, but not limited to, legal action for damages or injunctive relief and recover of all costs and attorneys' fees.

(c) 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. Further, the Covenants shall bind every Lot and Owner thereof and successors in interest of each such Owner.

(d) 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 seventy-five percent (75%) of the votes held by all Owners other than the Class B Members, and (ii) (if such action would be taken during the Development Period), the votes of the Class B Members holding at least seventy-five percent (75%) 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 Covenants Committee during the Development Period.

Article 13.3 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.

Article 13.4 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.

Article 13.5 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.

Article 13.6 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.

Article 13.7 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.

Article 13.8 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.

Article 13.9 Amendment.

(a) Declarant shall have the unilateral right, power and authority to amend, modify, revise or change any of the terms or provisions of this Declaration, the Master Association Bylaws, or the Master Association Articles during the Development Period and in order to accomplish any such amendment, each Owner and any lienholder(s) of a Lot (other than a lienholder of a Lot owned by Declarant) appoint Declarant as their power of attorney to execute any such amendment. THIS SPECIAL POWER OF ATTORNEY SHALL BE IRREVOCABLE AND COUPLED WITH AN INTEREST. In the alternative, during the Development Period, this Declaration may be amended by an instrument in writing, signed and consented to by the Declarant as well as by the President or Vice-President and Secretary or Assistant Secretary of the Master Association, after approval of the amendment by the affirmative vote of at least sixty percent (60%) of the Class A Members in good standing (meaning a Class A Member who is not more than 90 days in arrears in the payment of any assessment or charge due to the Association), at a meeting of the Association duly called for such purpose.

(b) Following the Development Period, 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 affirmative vote of at least sixty percent (60%) of the Class A Members in good standing (meaning a Class A Member who is not more than 90 days in arrears in the payment of any assessment or charge due to the Association), at a meeting of the Association duly called for such purpose, provided such amendment does not affect any right or obligation of the Declarant without the prior written consent of Declarant, which may be withheld in Declarant's sole discretion.

(c) An amendment which requires approval of the Class A Members as provided herein shall be effective when executed by the President or Vice-President and Secretary or Assistant Secretary of the Master Association who shall certify that the amendment has been approved in accordance with the provisions hereof and provided that any written consent by Declarant and/or Builder which is required above has been obtained. For the purpose of recording the amendment, each Owner hereby grants to the President or Vice-President and Secretary or Assistant Secretary of the Master Association an irrevocable power of attorney to act for and on behalf of each and every Owner (other than Declarant) in certifying, executing and recording said instrument.

(d) Any amendment to this Declaration 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.

Article 13.10 Rules and Regulations.

(a) The Board of Directors shall have the power to adopt and amend Rules and Regulations regarding the use of the Lots and Common Areas or regarding other matters as to which the Board of Directors is expressly granted such power by this Declaration, which shall be binding on each Owner, provided such Rules and Regulations are adopted in accordance with the provisions of this Article.

(b) The Board of Directors shall mail written notice to each of the Members of the Association setting forth the proposed Rules and Regulation at least twenty (20) days prior to its adoption. Such notices shall be mailed to the address of each Member as shown on the most current membership roster of the Association.

(c) The adoption or amendment of Rules and Regulations shall require the vote of two-thirds (2/3) of the directors present at a meeting of the Board of Directors.

Article 13.11 Stormwater Management Easement. For a period of ten (10) years from the date of this Declaration, Declarant and the Association shall have the right, power and authority to enter into any instruments which may be required by the County or other party in connection with the stormwater management easement and/or storm water management facilities affecting any of the Property ("SWM instruments") and in order to accomplish any such SWM instruments, each Owner (other than Declarant) and any lienholder(s) of a Lot appoint Declarant or the Association as their power of attorney to execute and record any such SWM instruments. THIS SPECIAL POWER OF ATTORNEY SHALL BE IRREVOCABLE AND COUPLED WITH AN INTEREST. All Owners (except Declarant) and lienholders of the Lots hereby irrevocably constitute and appoint Declarant or Association (by and through its Board of Directors), as applicable, to be his or her true and lawful attorney, for him or her and in his or her name, place and stead to sign, seal, attest, acknowledge, deliver and record in Land Records on behalf of Owner and lienholder any SWM instruments. Any and all conveyances of any portion of the Property (including Lots and Common Areas) made by the Declarant to the Association or any Owner shall be conclusively deemed to incorporate this power of attorney, whether or not set forth in such grants.

Owners and any lienholder of a Lot hereby ratify and confirm, and hereby promise at all times to ratify and confirm, any and all actions whatsoever which the Declarant or Association may have taken or hereafter lawfully take or cause to be taken in connection with any of the foregoing matters pursuant to this power of attorney.

This power of attorney shall not be affected by Owner's disability and shall touch, concern and run with title to the Lot and be binding upon any Owners and lienholders, from time to time, of a Lot.

Article 13.12 Conflict. The Articles of Incorporation, By-Laws, and this Declaration shall be interpreted together with any conflicts being resolved as follows: first, the provisions of the Declaration shall control, then the Articles of Incorporation, then the By-Laws.

Article 13.13 Development. As long as the Declarant has an interest in developing the Property, the Association may not use its financial resources, directly or indirectly, to defray the costs of opposing any development activities reasonably consistent with the general intention of the Plat and development plan, as amended. Nothing in this Section shall be construed to limit the rights of Members to act as individuals or in affiliation with other Members or other groups.

ARTICLE 14 **TERMINATION**

Article 14.1 Termination by the Association. Subject to Article 13.4 hereof, the Association may terminate this Declaration only by a vote of the Members entitled to cast at least eighty percent of the total number of votes as certified by the President or with the written approval of Members entitled to cast at least eighty percent of the total number of votes. In either case the termination shall not be effective until certified by the President as to compliance with the procedures set forth in this Article, executed and acknowledged by the President and Secretary of the Association and recorded among the Land Records.

Article 14.2 Prerequisites. Written notice of the proposed termination shall be sent to every Owner and Mortgagee at least fifty days before any action is taken. The Declaration may not be terminated during the Development Period without the prior written consent of the Declarant. A termination must be approved by Baltimore County (or the applicable Town, as the case may be applicable). Such termination shall not affect any permanent easements or other permanent rights or interests relating to the Common Area created by or pursuant to the Association Documents. To the extent necessary, the termination agreement shall provide for the transfer or assignment of the easements, rights or interests granted to the Association herein to a successor entity which is assuming the Association's maintenance and regulatory responsibilities. Any lien which has arisen pursuant to the provisions of the Declaration shall remain in full force and effect despite termination of the Declaration until the amounts secured thereby are paid in full.

ARTICLE 15 **CONSENT BY TRUSTEES AND LENDERS**

Article 15.1 Consent 1. The Trustees 1 and the Lender 1 are the Trustee and secured party, respectively, under the following:

that certain Indemnity Deed of Trust, Security Agreement and Assignment of Contracts, Leases and Rents, made as of January 31, 2019, encumbering all or a portion of the Property and recorded or to be recorded among the Land Records of Baltimore County, Maryland, and;

that certain Second Indemnity Deed of Trust, Security Agreement and Assignment of Contracts, Leases and Rents, made as of January 31, 2019, encumbering all or a portion of

the Property and recorded or to be recorded among the Land Records of Baltimore County, Maryland.

The Trustees 1 and Lender 1 have executed this Declaration for the sole purposes of evidencing their consent to the imposition of this Declaration and the Association Documents on the Property. The Trustee and the Lender shall not have any obligation and liability as a result of their execution hereof.

Article 15.2 Consent 2. The Trustee 2 and Lender 2 are the Trustee and secured party, respectively, under the following:

that certain Indemnity Deed of Trust, made as of the 31st day of January, 2019, encumbering all or a portion of the Property and recorded or to be recorded among the Land Records of Baltimore County, Maryland.

(SIGNATURE PAGES TO FOLLOW)

In Witness Whereof, the Declarant has hereunto set its hand and seal as of the year and day first above written.

CARUSO BUILDER SHELLEY'S FIELDS, LLC
a Maryland limited liability company

By: Caruso Homes, Inc., Its Manager

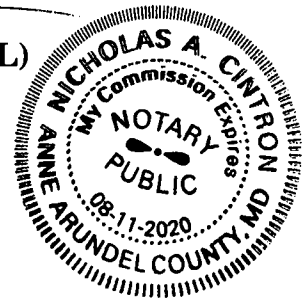
By:  (SEAL)
Mark Somerville, President

STATE OF MARYLAND
COUNTY OF Anne Arundel

I HEREBY CERTIFY that on this 25th day of February, 2019, before me, the undersigned subscriber, a notary public for the state and county aforesaid, did personally appear **Mark Somerville**, who acknowledged himself to be the President of Caruso Homes, the Manager of Caruso Builder Shelley's Fields, LLC, a Maryland limited liability company, and did further acknowledge that he executed the foregoing instrument for the purposes therein.

AS WITNESS, I have hereunto set my hand and notarial seal this 25th day of February, 2019.

 (SEAL)
NOTARY PUBLIC



My Commission Expires: 08/11/2020

(TRUSTEES 1 SIGNATURES FOLLOW NEXT)

Signatures of Trustees 1

TRUSTEE:

TRUSTEE:

By: [Signature] (SEAL)
Name: Kevin M. Benson
Title: President

By: [Signature] (SEAL)
Name: James Edward Grant
Title: Senior Vice President

TRUSTEE:

By: [Signature] (SEAL)
Name: Linda A. Muffoletto
Title: Executive Vice President

STATE OF MARYLAND
COUNTY OF BALTIMORE

I HEREBY CERTIFY that on this 13th day of FEBRUARY, 2019, before me, the undersigned subscriber, a notary public for the state and county aforesaid, did personally appear **Kevin M. Benson, J. Edward Grant and Linda A. Muffoletto**, who acknowledged themselves to be the Trustees under that certain Indemnity Deed of Trust, Security Agreement, and Assignment of Contracts, Leases and Rents, made on January 31, 2019, and did further acknowledge that they executed the foregoing instrument for the purposes therein.

AS WITNESS, I have hereunto set my hand and notarial seal this 13th day of FEBRUARY, 2019.

[Signature] (SEAL)
NOTARY PUBLIC

My Commission Expires: 2/12/21.

ELLEN ROBERTS
NOTARY PUBLIC
BALTIMORE COUNTY
MARYLAND
MY COMMISSION EXPIRES FEB. 12, 2021

(LENDER 1 SIGNATURE FOLLOWS NEXT)

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 41316, p. 0197, MSA_CE62_41173. Date available 04/17/2019. Printed 03/12/2025.

Signature of Lender 1

LENDER:

By: Ronald E. Ballard (SEAL)
Name: RONALD E. BALLARD
Title: VICE PRESIDENT

STATE OF MARYLAND
COUNTY OF BALTIMORE

I HEREBY CERTIFY that on this 13th day of FEBRUARY, 2019, before me, the undersigned subscriber, a notary public for the state and county aforesaid, did personally appear RONALD E. BALLARD, who acknowledged his/herself to be the AGENT of Rosedale Federal Savings and Loan Association, and did further acknowledge that he/she executed the foregoing instrument for the purposes therein.

AS WITNESS, I have hereunto set my hand and notarial seal this 13th day of FEBRUARY, 2019.

Ellen Roberts (SEAL)
NOTARY PUBLIC

My Commission Expires: 2/12/21.

ELLEN ROBERTS
NOTARY PUBLIC
BALTIMORE COUNTY
MARYLAND
MY COMMISSION EXPIRES FEB. 12, 2021

(TRUSTEE 2 SIGNATURE FOLLOWS NEXT)

Signature of Trustee 2

TRUSTEE 2:

By: Cornelius J. Sullivan (SEAL)

Name: Cornelius J. Sullivan

Title: Trustee

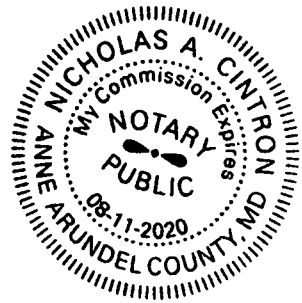
STATE OF Maryland

COUNTY OF Anne Arundel

I HEREBY CERTIFY that on this 25th day of February, 2019, before me, the undersigned subscriber, a notary public for the state and county aforesaid, did personally appear, Cornelius J. Sullivan who acknowledged himself to be the Trustee under that certain Indemnity Deed of Trust, made on January 31, 2019, and did further acknowledge that he executed the foregoing instrument for the purposes therein.

AS WITNESS, I have hereunto set my hand and notarial seal this 25th day of February, 2019.

[Signature] (SEAL)
NOTARY PUBLIC



My Commission Expires: 08/11/2020.

(LENDER 2 SIGNATURE FOLLOWS NEXT)

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 41316, p. 0199, MSA_CE62_41173, Date available 04/17/2019, Printed 03/12/2025.

Signature of Lender 2

LENDER 2:

By: [Signature] (SEAL)
Name: Cornelius J. Sullivan
Title: Trustee

STATE OF Maryland
COUNTY OF Anne Arundel

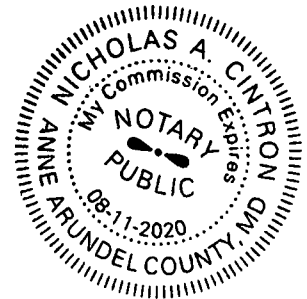
I HEREBY CERTIFY that on this 25th day of February, 2019, before me, the undersigned subscriber, a notary public for the state and county aforesaid, did personally appear Cornelius J. Sullivan, who acknowledged his/herself to be the Trustee of the Dr. Cornelius J. Sullivan Revocable Trust, and did further acknowledge that he/she executed the foregoing instrument for the purposes therein.

AS WITNESS, I have hereunto set my hand and notarial seal this 25th day of February, 2019.

[Signature] (SEAL)

NOTARY PUBLIC

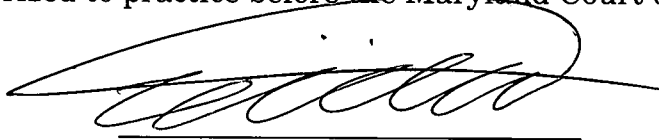
My Commission Expires: 08/11/2020



(ATTORNEY CERTIFICATION FOLLOWS NEXT)

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 41316, p. 0200, MSA_CE62_41173. Date available 04/17/2019. Printed 03/12/2025.

I HEREBY CERTIFY that the within instrument was prepared under the supervision of an attorney duly authorized to practice before the Maryland Court of Appeals.



Nicholas A. Cintron

After Recording, please remit to:



100 Painters Mill Road - Suite 200 / Owings Mills, Maryland 21117
Phone: 410-653-3400 Fax: 410-653-3621
www.ResidentialTitle.com

EXHIBIT 1

Description of Property

Lots 4 through 18 and Storm Water Management Reservation:

Lot Nos. 4 through 18 and the Storm Water Management Reservation containing 1.660 acres, more or less, as shown on the plat entitled "Final Subdivision Plat, Phase 1 – Plat 1 of 2 SHELLEY'S FIELDS" which plat is recorded among the Land Records of Baltimore County in Plat Book SM 78, page 398.

Lots 19 and 20:

Lot Nos. 19 and 20, as shown on the plat entitled "Final Subdivision Plat, Phase 1 – Plat 2 of 2 SHELLEY'S FIELDS" which plat is recorded among the Land Records of Baltimore County in Plat Book SM 78, page 397.

Return to:



100 Painters Mill Road - Suite 200 / Owings Mills, Maryland 21117

Phone: 410-653-3400 Fax: 410-653-3621

www.ResidentialTitle.com

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. (Type or Print in Black Ink Only--All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording Validation

1 Type(s) of Instruments () Check Box if addendum Intake Form is Attached. 1 Deed Deed of Trust Mortgage Lease Other Other 2 Conveyance Type Check Box Improved Sale Arms-Length [1] Unimproved Sale Arms-Length [2] Multiple Accounts Arms-Length [3] Not an Arms-Length Sale [9] 3 Tax Exemptions (if applicable) Cite or Explain Authority Recordation State Transfer County Transfer

4 Consideration and Tax Calculations Consideration Amount Finance Office Use Only Transfer and Recordation Tax Consideration Purchase Price/Consideration Any New Mortgage Balance of Existing Mortgage Other: Other: Full Cash Value: Transfer Tax Consideration X () % = \$ Less Exemption Amount = \$ Total Transfer Tax = \$ Recordation Tax Consideration X () per \$500 = \$ TOTAL DUE = \$

5 Fees Amount of Fees Doc. 1 Doc. 2 Agent: Tax Bill: C.B. Credit: Ag. Tax/Other: Recording Charge \$ 20.00 Surcharge \$ 40.00 State Recordation Tax \$ 600.00 State Transfer Tax \$ 600.00 County Transfer Tax \$ 1,800.00 Other \$ 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 Property Tax ID No. (1) Grantor Liber/Folio Map Parcel No. Var. LOG 06 25-00-011229 39138-286 0006 0042 (5) Subdivision Name Lot (3a) Block (3b) Sect/AR (3c) Plat Ref. SqFt/Acreage (4) SHELLEY'S FIELDS 4 Location/Address of Property Being Conveyed (2) 1.506 acres, 2609 Cotter Road Other Property Identifiers (if applicable) Water Meter Account No. SEE EXHIBIT A Residential [X] or Non-Residential [] Fee Simple [X] or Ground Rent [] Amount: Partial Conveyance? [] Yes [X] No Description/Amt. of SqFt/Acreage Transferred: If Partial Conveyance, List Improvements Conveyed:

7 Transferred From Doc. 1 - Grantor(s) Name(s) Doc. 2 - Grantor(s) Name(s) CARUSO BUILDER SHELLEY'S FIELDS, LLC Doc. 1 - Owner(s) of Record, if Different from Grantor(s) Doc. 2 - Owner(s) of Record, if Different from Grantor(s)

8 Transferred To Doc. 1 - Grantee(s) Name(s) Doc. 2 - Grantee(s) Name(s) New Owner's (Grantee) Mailing Address C/O CARUSO BUILDER SHELLEY'S FIELDS, LLC, 2120 BALDWIN AVENUE, CROFTON, MARYLAND 21114

9 Other Names to Be Indexed Doc. 1 - Additional Names to be Indexed (Optional) Doc. 2 - Additional Names to be Indexed (Optional)

10 Contact/Mail Information Instrument Submitted By or Contact Person Name: CHRIS TIPTON Firm: RESIDENTIAL TITLE & ESCROW COMPANY Address: 100 PAINTERS MILL ROAD, STE. 200, OWINGS MILLS, MD 21117 89129-A Phone: (410) 653-3400 Return to Contact Person [X] Hold for Pickup [] Return Address Provided []

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER Assessment Information Yes [X] No [] Will the property being conveyed be the grantee's principal residence? Yes [X] No [] Does transfer include personal property? If yes, identify: Yes [X] No [] Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

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.: Year 20 20 Geo. Map TAX NOT REQUIRED Block Land Zoning Grid Director of Budget and Finance Buildings Use Parcel BALTIMORE COUNTY, MARYLAND Ex. S Ex. Cd. Total Town Cd. REMARKS: COUNTY TRANSFER TAX ART 11 TITLE 3 SUBTITLE 2, 11-3-202 RECORDATION TAX T.P. ART 12-108 Per Date 04-15-19

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BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 41316 p. 0203 MSA CE62 41173 Date available 04/17/2019 Printed 03/12/2025

EXHIBIT "A"

DIST/	PROPERTY NO.	LIBER/FOLIO	MAP	PARCEL	LOT	PROPERTY DESC
06	25-00-011230	39138-286	0006	0042	5	1.526 acres - 2611 Cotter Road
06	25-00-011231	39138-286	0006	0042	6	1.957 acres - 2613 Cotter Road
06	25-00-011232	35360-338	0006	0042	7	1.841 acres - 2614 Cotter Road
06	25-00-011233	35360-338	0006	0042	8	1.696 acres - 2612 Cotter Road
06	25-00-011234	35360-338	0006	0042	9	1.595 acres - 2610 Cotter Road
06	25-00-011235	35360-338	0006	0042	10	2.037 acres - 2608 Cotter Road
06	25-00-011236	35360-338	0006	0042	11	1.511 acres - 2600 Cotter Road
06	25-00-011237	35360-338	0006	0042	12	1.666 acres - 2534 Cotter Road
06	25-00-011238	35360-338	0006	0042	13	1.615 acres - 2532 Cotter Road
06	25-00-011239	35360-338	0006	0042	14	4.567 acres - 2530 Cotter Road
06	25-00-011240	35360-338	0006	0042	15	3.196 acres - 2528 Cotter Road
06	25-00-011241	35360-338	0006	0042	16	6.715 acres - 2526 Cotter Road
06	25-00-011242	35360-338	0006	0042	17	1.635 acres - 2524 Cotter Road
06	25-00-011243	35360-338	0006	0042	18	1.897 acres - 2522 Cotter Road
06	25-00-011224	35360-338	0006	0042	19	1.53 acres - 20318 Middletown Road
06	25-00-011224	35360-338	0006	0042	20	56.065 acres - 20316 Middletown Road SWR - Shelley's Fields
06	25-00-011244	35360-338	0006	0042		1.660 acres - SWM Res - Shelley's Fields