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**Articles of Incorporation**  
**Foxborough Farms III Homeowners Association**

Order: KMTNND3Y6  
Address: 1449 Valbrook Ct N  
Order Date: 05-16-2024  
Document not for resale  
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FOXBOROUGH FARMS HOMEOWNERS' ASSOCIATION NO. 3, INC.

ARTICLES OF INCORPORATION

In compliance with the requirements of Title 5, Subtitle 2 of the Corporations and Associations Article of the Annotated Code of Maryland, the undersigned, a resident of Maryland, who is at least eighteen years of age, has this day formed a non-stock corporation, not for profit, and does hereby certify:

ARTICLE I

The name of the Corporation is FOXBOROUGH FARMS HOMEOWNERS' ASSOCIATION NO. 3, INC., hereinafter called the "Association".

ARTICLE II

The principal office of the Association is located at Suite 107, Elliott Building, 10 Gerard Avenue, Timonium, Maryland 21093.

ARTICLE III

Jerome Collidge, whose address is Suite 107, Elliott Building, 10 Gerard Avenue, Timonium, Maryland 21093, is hereby appointed the registered agent of the Association.

ARTICLE IV

The terms "Association", "Common Area", "Company", "Lots", "Owner", and "Property" as used in these Articles of Incorporation shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions Relating to Foxborough Farms Homeowners' Association No. 3, Inc. dated May 11, 1987, and recorded among the Land Records of Harford County in Liber C.G.H.III No. 1405, folio 582, (the "Declaration").

ARTICLE V

The Association shall not operate for pecuniary gain or profit, shall not issue capital stock, and no part of the net earnings of the Association shall inure to the benefit of any member or individual (except that reasonable compensation may be paid for services rendered), and the specific purposes for which it is formed are to provide for: (i) the use, improvement, maintenance, operation and repair of the Common Areas located in the Property, including any improvements and amenities located thereon; (ii) the establishment of rules and regulations for the use of Common Areas, including any improvements and amenities located thereon; (iii) the distribution among the Owners of the Property of the costs of the use, improvement, maintenance and repair of the Common Areas, including any improvements and amenities located thereon; and (iv) the promotion of the health, safety, pleasure, recreation and welfare of the residents of the Lots within the Property. In furtherance of these purposes, the Association (by action of its Directors unless otherwise noted in these Articles of Incorporation or in the Declaration) shall have full power to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, as the same may be amended from time to time as therein provided, the Declaration being incorporated herein by reference as if set forth at length.

(b) fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the affairs of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association, subject, however, to the requirements of the Declaration;

(d) borrow money and, with the assent of two-third (2/3) of the votes of each class of members of the Association, mortgage, pledge, convey by deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed and debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility subject, however, to the requirements of the Declaration and to such conditions as may be agreed to by the members;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional property and open space, provided that, except as otherwise provided in the Declaration, any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the votes of each class of the members; and

(g) have and exercise any and all powers, rights and privileges which a non-stock corporation organized under the Corporation Law of the State of Maryland by law may now or hereafter have or exercise.

#### ARTICLE VI

Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

#### ARTICLE VII

The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners with the exception of the Company and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members, however, for purposes of a quorum they shall be treated as a single member. The votes for such Lots shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B Member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or

(b) on the seventh (7th) anniversary of the date of the Declaration.

Provided, however, the Class B Membership shall be revived (and the Declarant shall again be entitled to three votes for each Lot owned by the Declarant) during any periods of time occurring before the seventh (7th) anniversary of the date of the Declaration, when by reason of the annexation of additional land as a part of the Property additional Lots owned by the Declaration exist which, when added to the other Lots then owned by the Declarant, would result in the Declarant having more than fifty percent (50%) of the votes of the Association were the Declarant to have three votes for each Lot owned by the Declarant instead of only a single vote for each Lot owned by the Declarant.

#### ARTICLE VIII

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

David E. Gonzales	3900 E. Schroeder Avenue, Perry Hall, MD 21128
Jerome Collidge	10 Gerard Avenue, Timonium, MD 21093
Jerry S. Sopher	1 E. Redwood Street, Baltimore, MD 21202

These Directors (herein called "Charter Directors"), shall serve until the first annual meeting of the members at which their successors are elected. In the event of the death or resignation of a Charter Director during his

term of office, the remaining Charter Directors shall elect a successor Charter Director to fill the unexpired term of such Charter Director.

ARTICLE IX

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by the holders of not less than two-thirds (2/3) of the votes of each class of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that acceptance of such a dedication is refused, the assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes.

ARTICLE X

The Association shall exist perpetually.

ARTICLE XI

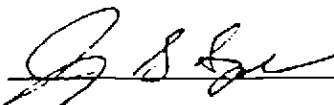
AMENDMENT

Amendment of these Articles shall require the assent of the holders of two-thirds (2/3) of the votes of each class of members present in person or by proxy at the meeting at which the vote is taken. Anything set forth above in this Article XI to the contrary notwithstanding, the Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of these Articles of Incorporation, all as from time to time amended or supplemented. However, this unilateral right, power and authority of the Declarant may be exercised


if and only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the Property or any part thereof or any Lots thereon for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Association or any successor agencies thereto approve the Property or any part thereof or any Lot therein for federal approved mortgage financing purposes, any amendments to these Articles made during any period of time when there are Class B members of the Association shall also require the prior consent of such agency giving such approval.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Maryland, the undersigned, JEROME COLLIDGE, whose post office address is 10 Gerard Avenue, Timonium, Maryland 21093, being at least eighteen (18) years of age, has executed these Articles of Incorporation this 11<sup>th</sup> day of May, 1987, for the purpose of incorporating this Association.

WITNESS:

  
\_\_\_\_\_

INCORPORATOR:

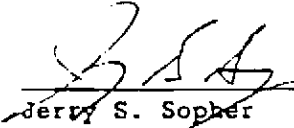
  
\_\_\_\_\_ (SEAL)  
Jerome Collidge

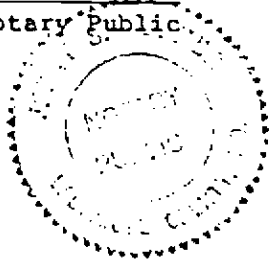


STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, that on this 17<sup>th</sup> day of May, 1987, before me, the undersigned, a Notary Public of said State, personally appeared JEROME COLLIDGE, the within named Incorporator, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Articles of Incorporation, and he acknowledged that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

  
Jerry S. Sopher Notary Public



My Commission expires:  
July 1, 1990.

JSS/av/0999V

**Architectural Guidelines**  
**Foxborough Farms III Homeowners Association**

Order: KMTTHND3Y6  
Address: 1449 Valbrook Ct N  
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### General Architectural Approval Process

In accordance with ARTICAL VII of the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR FOXBOROUGH FARMS HOMEOWNER'S ASSOCIATION #3, INC., and Harford county building codes and regulations, the following process must be used for approval of any exterior construction or modification to any dwelling or lot .

1. Prior to the start of any work, all plans must be submitted to the Architectural Review Committee (ARC). Any request for a variance or waiver to existing architectural guidelines should be submitted along with the plans.
2. The ARC will review all plans submitted and respond in writing to the homeowner. If the plans fail to meet the ARC approval, notice will be sent as soon as possible within a three week period. Approval will also be sent within a three week period. However, disapproving any plans, the ARC will attempt to contact the homeowner to discuss the plans and suggest modifications that would allow approval. Every effort will be made to respond to requests as quickly as possible.

In cases where requests are received for construction that is currently prohibited, the ARC will contact the board of directors, to arrange for a vote by the H.O.A. membership.

3. Once the approval is received, it shall be the homeowners responsibility to conform to any further regulations of Harford County and to obtain from the county the appropriate Building Permits. **Building permits are required for all construction.** A copy of these building permits and construction and site plans that were submitted to the county are to be given to the H.O.A. for our files.
4. Construction or modifications must commence within 6 months following the date of approval and be substantially completed within 2 months, or within the time frame specified by the ARC in their approval.
5. Following the completion of any construction or modification and final inspection the county, the ARC will issue a notice of compliance to certify that the construction, etc., has been approved by the ARC.

**Deck**  
**Upper & Lower**

Specific Requirements:

- Pressure treated lumber or exterior grade lumber (i.e.; cedar/redwood)
- Natural color, Wood color stain, or Color of siding.
- Rail height to be 36" (according to Harford County Code)
- Sizes:
  - for 20' wide houses- inside units = 14' by 16'
  - end units = 14' by 18'
  - for 24' wide houses- inside units = 14' by 20'
  - end units = 14' by 22'
  
- **No Roofs - No Walls- No Enclosures- No part of deck, including steps may**
- **extend past the end of a unit.**

**Fences**

Specific Requirements:

Wood construction, Natural color or wood color stain. 5 feet maximum in height

Styles: Styles must be compatible to any fence(s) already existing.

**On end units, no fence may parallel the side of a house or extend forward beyond the rear wall.  
No stockade style fence.**

**Sheds**

Specific Requirements:

Sheds must be confined inside the privacy fence  
- May be next to the unit or next to the inside privacy fence.

Shed doors should open towards the opposite privacy fence, not the rear of the yard.

All sheds must be vinyl sided to match the vinyl siding of the house

All sheds shall meet the fire and building code of Harford County

Sizes: No Larger than 6' x 8' Maximum height- 7'

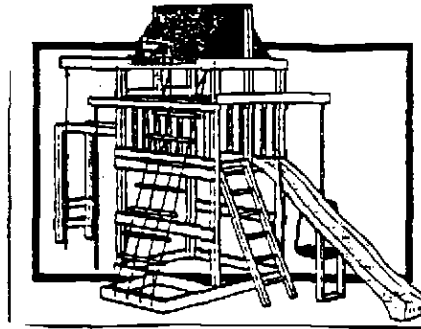
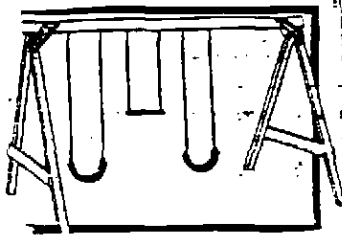
**No shed may be seen from the front of the house    No free standing sheds**

## Swing Sets

### Specific requirements:

All wood construction

Overall height shall not exceed 7 ½ feet for swing sets and shall not exceed 9 ½ feet overall for sky forts. -



## Spas

All Harford County codes must be met.

**MUST HAVE LOCKING LID.**

All spas are to be constructed at ground level

Must have wooden encasement, natural wood color, clear stain, and all plumbing to be encased.

Must not extend more than 14 ft. from back wall of primary structure.

Must be within 2 ft. of each side of your house, regardless of inside or outside unit.

Maximum overall height 42", Maximum circumference 94" x 94"

**No enclosure around spa.**

## Storm Doors

### Specific Requirements:

Full view storm doors as permitted by the original builder.

Storm door shall be the same color as the front door trim of the unit which is Duron Weathershield Acrylic #5751.

**No storm doors with gates, grills, bars or insets of any kind.**



### Awnings

1. Awnings will be permitted either over a deck or over a ground level patio. The awnings must face the rear of the dwelling and meet Harford County Building Codes.
2. The awning color must match the siding of the house. The allowable awning material pattern will be a two color pattern arranged in 2 inch wide stripes running perpendicular to the house. The awning mounting brackets will either match the vinyl siding of the house or be white.
3. The awnings will be: Fully retractable . When retracted the awning will not extend more than 12 inches from the dwelling. The awning cannot exceed 14 ' as per HOA#3 Guidelines. It will be a permanent attachment to the house and will be free standing with no vertical supports. A horizontal brace is permissible. The awning material will be fade resistant.
4. The homeowner must keep the awning in good working condition and appearance.
  - a. The canvas must be replaced within 30 days if torn, or faded.
  - b. Awning mechanisms must be replaced if damaged or become unsightly.
  - c. The homeowner will retract the awning when not in use.

### Windows

#### Anderson Windows Only

24 x 40 Units & 20 x 40 Units – Front #3456 Upper Level #3452 Rear kitchen window #30210

Split levels - lower level # 30210

Bay windows – Side panes # 2846 Center panes # 3046

24 x 34 Units & 20 x 34 Units - Front # 2852 Upper Level # 3046

Bay windows – Side panes # 2046 Center Panes # 2846

(Example; 3456 refers to a single window unit measuring 3' 4" x 5' 6")

\*\*\* All windows must have shutters to match the existing shutters. \*\*\*

### Parking

- Two spaces per household
- The taping of the curbs can be used as guides to get maximum use of the parking areas
- Guests and extra cars should be parked on the County roads i.e. Foxborough Drive or Cambry Drive.
- Parking on one side of street entrances only. Emergency vehicles must have access.

### Exterior Paint Colors

Door trim & Storm door- Desert Beige - 5751-W

Red

- Rubrum Lily- 6325-R (LH)

Green

- Forest Green- B4Y38D3Y16L9Y18 (Accent Base 0301418)

Gray

- Coal Scuttle - Duron Acrylic Accents Base 031064

Blue

- Wedgewood Blue- Duron Weather Shield B28C8E0S1-1/2

Tan

- Pelican - 5373-M

Order: KMT HND3Y6

Address: 1449 Valbrook Ct N

Call: 410-651-1000

## SUNROOM

The sunroom will be made of an all glass wall structure, with glass on all sides and to the apex of the ceiling line or a total curved glass roof. This will be done with aluminum supports. There will be a floor to ceiling glass wall with NO solid walls or sides or half walls. No siding will be allowed on the sunroom. There will be NO deck around the sunroom, OR outside stairs. Skylights will be allowed in pitched roof.

### Specific Requirements:

1. If there is an existing deck floor, it will be removed to start over for new footers and support structures. Most of the decks are already 10 plus years old.
2. There will be NO deck on the outside of the sunroom.
3. Prior to any construction, Harford County requires permits.
4. If roofline is pitched, roofing shingle color must match the existing townhouse roof color.
5. The sunroom may be ONLY the size of deck allowed for your unit:
  - for 20' wide unit - inside unit = 14' by 16'
  - outside unit = 14' by 18'
  - for 24' wide unit - inside unit = 14' by 20'
  - outside unit = 14' by 27'



## SCREENED ENCLOSURES UNDER DECKS

### Specific Requirements:

The under deck screened enclosure will be done with aluminum/fiberglass screening with wood trim as allowed by Harford County.

The entire underneath enclosed framing of the deck may not exceed the support columns, straight on one side from column to house, but it may be modified on other side due to the location of the compressor.

No solid material allowed on the enclosure, nor half way up or any solid wall. Screening from floor to ceiling. One wooden full screen door is allowed.

Harford County requires permit.

# Balance Sheet

Foxborough Farms Homeowners Association No. 3, Inc.

As Of 4/30/2024



Name	Total
<b>Asset</b>	
<b>Assets</b>	
1110 - Checking-Cash Account	7,237.26
1127 - Sandy Springs MM	43,983.18
<b>Total: Assets</b>	<b>51,220.44</b>
<b>Total: Asset</b>	<b>51,220.44</b>
<b>Liability</b>	
<b>Liabilities</b>	
2000 - A/R - Clearing	2,973.34
<b>Total: Liabilities</b>	<b>2,973.34</b>
<b>Total: Liability</b>	<b>2,973.34</b>
<b>Equity</b>	
<b>Equity</b>	
4710 - Retained Earnings-HOA	54,119.91
<b>Total: Equity</b>	<b>54,119.91</b>
<b>Total: Equity</b>	<b>54,119.91</b>
<b>Net Income</b>	<b>(5,872.81)</b>
<b>Total Liabilities and Equity</b>	<b>51,220.44</b>



**Budget**  
**Foxborough Farms III Homeowners Association**

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**FOXBOROUGH FARMS #3  
2024 Operating Budget**

**INCOME:**

Association Fees (112 Units)  
Road repair  
Storm water Management (SWM)  
**TOTAL INCOME**

2024  
Operating Budget  
**\$110.00**

\$147,840.00  
\$0.00  
\$2,000.00  

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**\$149,840.00**

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**EXPENSES:**

Repairs and Maintenance/Concrete  
Tree removal/fertilization/improvements  
Common Area Grass Cutting  
Snow Removal  
Trash  
Management  
Insurance  
Storm water Management (SWM)  
Legal  
Office Expense  
Accounting/Taxes Services  
Community Dumpster(s)  
Reserve study  
**SUB TOTAL**

\$5,000.00  
\$20,000.00  
\$20,980.00  
\$4,000.00  
\$46,368.00  
\$9,758.00  
\$1,850.00  
\$2,000.00  
\$500.00  
\$2,000.00  
\$425.00  
\$1,700.00  
\$250.00  

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**\$114,831.00**

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Road Reserves  
Reserves  
Total Reserves

\$33,048.00  
\$1,961.00  
\$35,009.00  

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**\$149,840.00**

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**TOTAL**

**Bylaws**  
**Foxborough Farms III Homeowners Association**

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FOXBOROUGH FARMS HOMEOWNERS' ASSOCIATION NO. 3, INC.

BY-LAWS

ARTICLE I

NAME AND LOCATION

The name of the Corporation is FOXBOROUGH FARMS HOMEOWNERS' ASSOCIATION NO. 3, INC., hereinafter referred to as the "Association". The principal office of the Association shall be located at Suite 107 Elliott Building, 10 Gerard Avenue, Timonium, Maryland 21093, but meetings of members and directors may be held at such places within the State of Maryland as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. The terms "Association", "Common Area", "Open Area", "Community Facilities", "Lots", "Owner" and "Property" as used in these By-Laws shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions relating to The Foxborough Farms Subdivision dated May 11, 1987, and recorded among the Land Records of Harford County in Liber C.G.H.III No. 1405, folio 582, (the "Declaration").

Section 2. "Member" means those persons or entities entitled to membership in the Association as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held in the same month of each year thereafter, on a date, at a time and place within the State of Maryland selected by the Board of Directors of the Association.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are (i) entitled to vote one-fourth (1/4) of all of the votes of the Class A Membership, or (ii) entitled to vote one-fourth (1/4) of all of the votes of the Class B Membership.

Section 3. Notice of Meeting. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of the notice, postage

prepaid, not less than fifteen (15) nor more than sixty (60) days before the meeting, to each Member, addressed to the Member's address last appearing on the books of the Association, or supplied by the Member to the Association for the purpose of notice. The notice shall specify the place, day and hour of the meeting. In the case of a special meeting, the notice shall state the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members or proxies entitled to cast one-tenth (1/10) of the votes of the Membership shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcements at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

#### ARTICLE IV

##### BOARD OF DIRECTORS SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

Section 2. Term of Office. The term of office of the "Charter Directors" (as defined in the Articles of Incorporation of the Association), shall be for the period until the first annual meeting of the Members at which their successors are elected. The terms of each director other than a Charter Director shall be for one (1) year or until his successor is elected, whichever shall be the longer period. Each director, other than a Charter Director, shall be elected at the annual meeting.

Section 3. Removal. Any director, other than a Charter Director, may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal, pursuant to these By-Laws, of a director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

## ARTICLE V

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination of Directors for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more other persons. The Nominating Committee shall be appointed by the President of the Association prior to each annual meeting of the Members, to serve until the close of the annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations may be made from among Members or non-Members.

Section 2. Election. Election to the Board of Directors shall be by written ballot. At the election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually, at such place and hour as may be fixed from time to time by resolution of the Board, without the necessity of further notice.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Common and Open Areas, including any improvements and amenities located thereon, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights, and the right of use of any recreational facilities located on any Common and Open Areas during any period in which the Member is in default in the payment of any assessment levied by the Association; these rights may also be suspended for a period not to exceed sixty (60) days for an infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Members by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration; and

(d) employ a manager, independent contractors, or other employees or contractors as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) keep a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such a statement is requested in writing by the holders of one-fourth (1/4) of the votes of the Class A Members or by the holders of one-fourth (1/4) of the votes of the Class B Members;

(b) supervise all officers, agents and employees of this Association, and see that their duties are properly performed;

(c) as more fully provided in the Declaration to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each annual assessment to every Lot Owner subject thereto not later than February 1st of each year, and of each special assessment, at least forty-five (45) days in advance of its due date; and

(3) foreclose the lien against a Lot if the Owner thereof has not paid the assessment thereon within such time as the Board of Directors may determine, or bring an action at law against the Lot Owner personally obligated to pay the same;

(d) issue or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid; a reasonable charge may be made by the Board for the issuance of these certificates; (if the certificate states that an assessment has been paid, the certificate shall be conclusive evidence of payment with respect to any person relying on the certificate);

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause the Common and Open Areas and Community Facilities to be maintained.

#### ARTICLE VIII

##### **OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors and thereafter at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.



Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of the notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of the resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to the vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. Not more than two offices may be held by the same person.

Section 8. Duties. The duties of the officers are as follows:

**PRESIDENT.** The President shall preside at all meetings of the Members and of the Board of Directors and see that orders and resolutions of the Board are carried out. The President shall have authority to sign all leases, mortgages, deeds and other written instruments.

**VICE PRESIDENT.** The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and exercise and discharge such other duties as may be required of him by the Board. The Vice President shall likewise have authority to sign all leases, mortgages, deeds and other written instruments.

**SECRETARY.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as required by the Board.

**TREASURER.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse these funds as directed by resolution of the Board of Directors; keep proper books of account; cause an annual audit of the Association books to be made at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members requesting the same.

ARTICLE IX

COMMITTEES

The Association shall appoint such committees as deemed appropriate in carrying out its purposes.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association assessments which are secured by a continuing lien upon the Lot against which the assessment is made. If the assessment is not paid on the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common and Open Areas and Community Facilities or abandonment of his Lot.

ARTICLE XII

AMENDMENTS

Section 1. The By-Laws may be amended, at a regular or special meeting of the Members, by the holders of two-thirds (2/3) of the votes of the Members of the Association present in person or by proxy at the meeting at which the vote is taken. Anything set forth above in this Article XII to the contrary notwithstanding, the Association shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of these By-Laws, all as from time to time amended or supplemented.

However, in the event financing is acquired from either the Veterans Administration or the Federal Housing Administration, this unilateral right, power and authority of the Association may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the Property or any part thereof or any Lots thereon for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Administration or any successor agencies thereto approve the Property or any part thereof or any Lot therein for federally approved mortgage financing purposes, any amendments to these By-Laws made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval.

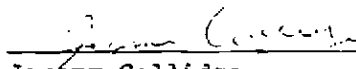
Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and the Articles or these By-Laws, the Declaration shall control.

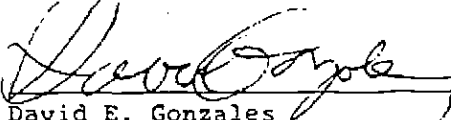
ARTICLE XI

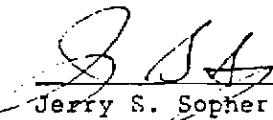
ARTICLE XI  
MIT PLANEOS

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation and end on December 31st of that year.

IN WITNESS WHEREOF, we, being all of the Directors of Foxborough Farms Homeowners' Association No. 3, Inc., have hereunto set our hands and seals this 11th day of May, 1987.

  
\_\_\_\_\_  
Jerome Collidge (SEAL)

  
\_\_\_\_\_  
David E. Gonzales (SEAL)

  
\_\_\_\_\_  
Jerry S. Sopher (SEAL)

**CC&Rs-Condo Declaration**  
**Foxborough Farms III Homeowners Association**

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**FOXBOROUGH FARMS HOMEOWNERS' ASSOCIATION NO. 3, INC.**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made this 11<sup>th</sup> day of May, 1987, by FOXBOROUGH FARMS PARTNERSHIP, a Maryland General Partnership, (hereinafter referred to as the "Declarant").

**W I T N E S S E T H:**

WHEREAS, the Declarant is the owner of the real property described in Article II hereof and desires to create and develop thereon a residential community with permanent common areas and open spaces and community facilities for the benefit of said community; and

WHEREAS, the Declarant hereby declares that the real property shall be held, sold and conveyed subject to the Covenants, Conditions and Restrictions set forth below; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common areas and open spaces and community facilities; and to this end, desires to subject the real property described in Article II hereof to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of said property and the subsequent owners thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an association to which should be delegated and assigned the powers and duties of maintaining and administering the common areas and open spaces and community facilities, administering and enforcing the within covenants and restrictions, and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Declarant has formed Foxborough Farms Homeowners' Association No. 3, Inc. as a non-profit corporation without capital stock under the Laws of the State of Maryland for the purposes of carrying out the powers and duties aforesaid.

NOW, THEREFORE, the Declarant hereby declares that the real property described in Article II hereof is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter sometimes referred to as "Covenants and Restrictions") hereinafter set forth, all of which are declared and agreed to be in aid of a plan for improvements of said property, and shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and any person acquiring or owning an interest in said property and improvements, including, without limitation, any person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation:

**ARTICLE I**

**Section 1** Definitions. The following words, when used in this Declaration, shall have the following meanings:

(a) "Association" shall mean and refer to Foxborough Farms Homeowners' Association, No. 3, Inc., and its successors and assigns.

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(b) The "Property" shall mean and refer to all real property described in Article II hereof and such additions thereto as may hereafter be made pursuant to the provisions of this Declaration

(c) "Lot" shall mean and refer to all subdivided parcels of property on which a residence is proposed to be constructed (exclusive of the common areas and open spaces ) which are part of the Property.

(d) "Common Areas", and "Community Facilities" shall mean and refer to all real property and improvements thereon owned or leased by the Association or otherwise available to the Association for the benefit, use and enjoyment of its members, to include without limitation all roads and rights of way for vehicular ingress and egress not dedicated to public use and accepted for maintenance by Harford County, Maryland.

(e) "Dwelling" shall mean and refer to any building or portion of a building situated upon the Property and designed and intended for use and occupancy as a residence by a single person or family.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated on the Property, including contract sellers, but excluding those having such interest solely as security for the performance of an obligation.

(g) "Declarant" or "Developer" or "Grantor" shall mean and refer to the Declarant hereinabove identified in the preamble to this Declaration, and its successors and assigns; provided, however, that the rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant shall not inure to the benefit of or burden the successors and assigns of the Declarant, except to the extent that any of the rights, reservations, easements, interests, exemptions, privileges or powers of the Declarant are specifically assigned or transferred to any such successor or assign by instrument in writing.

(h) "Open Spaces" shall mean such portions of the Property (including improvements thereto), and all interests therein (including without limitation, leasehold interests, easements, and any other interests), designated on the Record Plat as "Open Space".

(i) "Mortgagee", as used herein, means the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the lots. "Mortgage", as used herein, shall include deed of trust. "First Mortgage", as used herein, shall mean a mortgage with priority over other mortgages. As used in this Declaration, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in this Declaration, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government. As used in this Declaration the terms "Holder" and "mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof.

In the event any mortgage is insured by the Federal Housing Administration ("FHA") or guaranteed by the Veterans Administration ("VA"), then as to such mortgage the expressions "mortgagee" and "institutional mortgagee" include the FHA or the VA, as the circumstances may require, acting, respectively, through the Federal Housing Commissioner and the Commissioner of Veterans Benefits, or through other duly authorized agents.

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(j) "Member" shall mean and refer to any person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds any class of membership in the Association.

(k) The "Project" and the "Community", as used in this Declaration, means that certain community being developed by the Declarant in Harford County, Maryland known as "FOXBOROUGH FARMS".

Whenever in this Declaration any action is required to be taken by a specified percentage of "each class of the then members" of the Association, then such action shall be required to be taken separately by the specified percentage of the then outstanding Class A members of the Association and by the specified percentage of the then outstanding Class B members of the Association. Whenever in this Declaration any action is required to be taken by a specified percentage of the "then members" of the Association, then such action shall be required to be taken by the specified percentage of the then outstanding cumulative membership of the Association.

#### ARTICLE II

Section 1. Property Subject to Declaration. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in Harford County, State of Maryland, and is more particularly described in "EXHIBIT A" attached hereto and by this reference made a part hereof.

#### ARTICLE III

Section 1. Membership. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1988.

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**ARTICLE IV**

**Section 1. Member's Right of Enjoyment.** Every member shall have a non-exclusive right and easement of enjoyment, in common with others, in and to the common areas and open spaces and community facilities, and such non-exclusive right and easement shall be appurtenant to and shall pass with the fee title to every lot subject to the following:

(a) the right of the Association, in accordance with its Articles of Incorporation and By-Laws, and with the consent of four-fifths (4/5) of each class of the then members of the Association, voting separately, to borrow money for the purpose of improving the common areas and open spaces and community facilities in a manner designed to promote the enjoyment and welfare of the members, and in aid thereof to mortgage any of the common areas and open spaces and community facilities; and

(b) the right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosures; provided, however, that the same are in conformity with the other provisions of this Declaration; and

(c) the right of the Association to adopt reasonable rules respecting use of the common areas and open spaces and community facilities to reasonably limit the number of guests of members to the use of any facilities which are developed upon the Property; and

(d) the right of the Association to suspend the voting rights and the rights to use of the common areas and open spaces and community facilities for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of any of the published rules and regulations of the Association; and

(e) the right of the Association to dedicate or transfer all or any part of the common areas and open spaces and community facilities to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the members; provided, however, that no such dedication or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless four-fifths (4/5) of each class of the then members of the Association consent to such dedication, transfer, purpose and conditions, at any special meeting of the members duly called for such purpose; and

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

**Section 2. Delegation of Right of Use.** Any member of the Association may delegate his rights to the use and enjoyment of the common areas and open spaces and community facilities to the members of his family who reside permanently with him and to his tenants, contract-purchasers, invitees and guests, all subject to such reasonable rules and regulations which the Association may adopt and uniformly apply and enforce.

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Section 1. Limitations.

(a) Any other provision of this Declaration to the contrary notwithstanding, the Association shall have no right to suspend the right of any member of the Association to use any private streets and roadways upon the common areas and open spaces for both vehicular and pedestrian ingress and egress to and from his lot.

(b) Any other provision of the Declaration to the contrary notwithstanding, the Association shall have no right to suspend the right of any member of the Association to use the common areas and open spaces and community facilities for necessary, ordinary and reasonable pedestrian egress and egress to and from his lot, or to suspend any easement over the common areas and open spaces and community facilities for stormwater drainage, electrical energy, water, sanitary sewer, natural gas, CATV service, telephone service or similar utilities and services to the lots.

ARTICLE V

Section 1. Annual Maintenance Assessments. Except as assessments of the Declarant are limited by the provisions of Article VI of this Declaration, each person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who becomes a fee owner of a lot within the Property, (i.e., each Class A member of the Association), by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, a monthly sum (hereinafter sometimes referred to as "maintenance assessments") equal to one-twelfth (1/12th) of the member's proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to, the following:

(a) the cost of all operating expenses of the common areas and open spaces and community facilities and the services furnished to or in connection with the common areas and open spaces and community facilities, including charges by the Association for any services furnished by it; and

(b) the cost of necessary management and administration of the common areas and open spaces and community facilities, including fees paid to any Management Agent; and

(c) the amount of all taxes and assessments levied against the common areas and open spaces and community facilities; and

(d) the cost of liability insurance on the common areas and open spaces and community facilities and the cost of such other insurance as the Association may effect with respect to the common areas and open spaces; and

(e) the cost of utilities and other services which may be provided by the Association, whether for the common areas and open spaces and community facilities or for the Lot, or both; and

(f) the cost of maintaining, replacing, repairing, and landscaping the common areas and open spaces and community facilities or the like located upon the common areas or open spaces and the cost of the maintenance of all pathways upon the Property, together with such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith; and

(g) the cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and a reserve for replacements.

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(h) All cost associated with the maintaining, replacing and repairing of any storm water detention basin accruing to the benefit of the members of this Association.

The Board of Directors shall determine the amount of the maintenance assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly, semi-annual or annual basis rather than on the monthly basis hereinabove provided for. Any Class A member may prepay one or more installments of any annual maintenance assessment levied by the Association, without premium or penalty.

The Board of Directors shall prepare, or cause the preparation of any annual operating budget for the Association which shall provide, without limitation, for the management, operation and maintenance of the common areas and open spaces and community facilities. The Board of Directors of the Association shall make reasonable efforts to fix the amount of the annual maintenance assessment against each lot for each assessment period at least thirty (30) days in advance of the beginning of such period and shall, at that time, prepare a roster of the lots and the annual maintenance assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the annual maintenance assessments shall thereupon be sent to the Class A members. The omission by the Board of Directors, before the expiration of any assessment period, to fix the amount of the annual maintenance assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any Class A member from the obligation to pay the annual maintenance assessment, or any installment thereof, for that or any subsequent assessment period; but the annual maintenance assessment fixed for the preceding period shall continue until a new maintenance assessment is fixed. No Class A member may exempt himself from liability for maintenance assessments by abandonment of any lot belonging to him or by the abandonment of his right to the use and enjoyment of the common areas and open spaces and community facilities.

This Declaration contemplates that the Association shall have responsibility for maintenance of the storm water detention basin accruing to the benefit of the members of this Association and for maintenance and repair of the common areas and open spaces and community facilities in accordance with and as limited in Article VII, Section 9. The Association, in the event such services shall not be provided by Harford County, Maryland or other public or quasi-public body, shall have the further responsibility and duty to provide and maintain, at its own cost, trash receptacles sufficient to service all Lots described in Article II hereof, and to maintain said receptacles in a clean and sanitary condition. The owner of any Lot as described in Article II hereof shall, at his own expense, maintain his dwelling and his Lot, and any area contained therein, including fenced-in areas, in good order, condition and repair, and in a clean, sightly and sanitary condition at all times.

**Section 2. Special Maintenance Assessments.** In addition to the regular maintenance assessments authorized by this Article, the Association may levy in any assessment year a special maintenance assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, extraordinary repair or replacement of a described capital improvement located upon, or forming a part of the common areas and open spaces and community facilities, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may

consider appropriate, provided, however, that such assessment shall have the assent of the members representing a majority of the then Class A members of the Association and two-thirds (2/3) of the then Class B members of the Association. A meeting of the members shall be duly called for this purpose.

**Section 3. Reserves for Replacements.** The Association may establish and maintain a reserve fund for repairs and replacements of the common areas and open spaces and community facilities by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited with any banking institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America.

The reserve for replacement of the common areas and open spaces and community facilities may be expended only for the purpose of affecting the replacement, and for start-up expenses and operating contingencies of a non-recurring nature relating to the common and open areas and community facilities. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any member in any such reserves shall be considered an appurtenance of his lot and shall not be separately withdrawn, assigned or transferred, or otherwise separated from the lot to which it appertains and shall be deemed to be transferred with such lot.

**Section 4. Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Sixty-Eight Dollars (\$168.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five per cent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five per cent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

At settlement, three (3) months of assessment, Forty-Two Dollars (\$42.00) will be collected and placed in a reserve account for Association expenditures.

#### ARTICLE VI

**Section 1. Non-Payment of Assessments.** Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the lot or lots belonging to the member against whom such assessment is levied and shall bind such lot or lots in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the member to pay such assessment shall, in addition, remain his personal obligation for the

statutory period, and a suit to recover a money judgment for non-payment of any assessment levied pursuant to this Declaration, or any installment thereof, may be maintained without foreclosing or waiving the lien herein created to secure the same.

Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors, bear interest at a rate not to exceed the maximum legal rate permitted from time to time in the State of Maryland, and may, by resolution of the Board of Directors, subject the member obligated to pay the same to the payment of such penalty or "late charge" as the Board may fix, and the Association may bring an action at law against the member personally obligated to pay the same, or foreclose on the lien against the lot or lots then belonging to said member, in the manner now or hereafter provided for the foreclosure of mortgages, deeds of trust or other liens on real property in the State of Maryland containing a power of sale and consent to a decree, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, in either of which events interest, costs and reasonable attorneys' fees of not less than twenty percent (20%) of the sum claimed shall be added to the amount of each assessment.

To the extent requested in writing so to do by any such mortgagee, the Association shall notify the holder of the first mortgage on any lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of thirty (30) days, and in any other case where the owner of such lot is in default with respect to the performance of any other obligation hereunder for a period in excess of sixty (60) days, but any failure to give such notice shall not affect the validity of the lien for any assessment levied pursuant to this Declaration, nor shall any such failure affect any of the priorities established in this Article.

The Board of Directors may post a list of members who are delinquent in the payment of any assessments or other fees which may be due the Association, including any installment thereof, which become delinquent, in any prominent location upon the Property.

Section 2. Assessment Certificates. The Association shall upon demand at any time furnish to any member liable for any assessment levied pursuant to this Declaration (or any other party legitimately interested in the same) a certificate in writing signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Ten Dollars (\$10.00) may be levied in advance by the Association for each certificate so delivered.

Section 3. Acceleration of Installments. Upon default in the payment of any one or more monthly installments of any assessment levied pursuant to this Declaration, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 4. Priority of Lien. The lien established by this Declaration shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

(a) general or special assessments for ad valorem real estate taxes on the Lot; and

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(b) the liens of any deeds of trust, mortgage instruments or encumbrances duly recorded on the Lot prior to the assessment thereon of the maintenance assessments provided for in this Declaration or duly recorded on said Lot after receipt of a written statement from the Board of Directors reflecting that payments on account of any such assessments were current as of the date of recordation of said deed of trust, mortgage instrument or encumbrance.

Notwithstanding any other provision of this Declaration to the contrary, the lien of any assessment levied pursuant to this Declaration upon any lot, as in this Article provided, shall be subordinate to the lien of any deed of trust, mortgage or other encumbrance; provided, however, that such subordination shall apply only to assessments and installments thereof, which have become due and payable prior to a sale or transfer of the lot pursuant to a foreclosure of such deed of trust, mortgage or other encumbrance, or any deed, assignment or other proceeding or arrangement in lieu of foreclosure. Any holder of any deed of trust, mortgage or other encumbrance duly recorded on the lot and made in good faith and for value received who comes into possession of the lot pursuant to a foreclosure of such deed of trust, mortgage or other encumbrance, or any deed, assignment or other proceeding or foreclosure sale, shall take the lot free of any claims for unpaid maintenance assessments levied against the lot which accrue prior to the time such holder comes into possession of the lot or prior to the foreclosure sale, except for claims for a proportionate share of such unpaid maintenance assessments among the lots upon the Property. Such foreclosure, deed, assignment or other proceeding or arrangement in lieu of foreclosure shall not, however, relieve the purchaser at any foreclosure sale from any liability for any maintenance assessments thereafter becoming due, or from the lien herein created to secure the payments of such maintenance assessments, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

No amendment to this Section shall affect the rights of the holder of any first mortgage on any lot (or the indebtedness secured thereby), recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

The Board of Directors may, in its sole and absolute discretion, extend the provisions of this Section to the holder of mortgages (or in the indebtedness secured thereby) not otherwise entitled thereto.

Section 5. Additional Default. Any recorded first mortgage secured on a lot in the Property shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby); but failure to include such a provision in any such mortgage shall not affect the validity or priority thereof and the protection extended to the holder of such mortgage (or the indebtedness secured thereby) by reason of Section 4 of this Article shall not be altered, modified or diminished by reason of such failure.

Section 6. Commencement of Annual Assessments. Except as may be otherwise resolved by the Board of Directors of the Association, the annual maintenance assessment for each Class A membership shall commence on the date a deed for the Lot to which such Class A membership is appurtenant is delivered by the Declarant to the member. Except as may be otherwise resolved by the Board of Directors of the Association, the annual maintenance assessment of each Class A membership appurtenant to a Lot shall also commence on the date a deed for the Lot to which such Class A membership is appurtenant is delivered by the Declarant to the member. The first monthly installment of each such annual assessment shall be made for

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the balance of the month during which a deed for the Lot is delivered to the member and shall become due and payable and a lien on the date a deed for the Lot is delivered to the member. Except as herein elsewhere provided, the monthly installments of each such annual assessment for any Lot for any month after the first month shall become due and payable and a lien on the first day of each successive month.

**Section 7. Allocation of Assessments Among Lots.** The respective amounts of any annual assessment levied shall be equal, and no assessment of one Class may be levied against one Lot unless an assessment of such Class is at the same time levied against each Lot which is not exempt from such levy under the provisions of this subparagraph.

(a) Until the earliest to occur of (i) the acquisition of the legal title to a Lot hereafter by a person other than the Declarant or any Builder, or (ii) the second anniversary of the date upon which such Lot is first subject to the operation and effect of this Declaration, each Annual Assessment or Special Assessment levied against it shall be in an amount equalling twenty-five per cent (25%) of the amount which such Assessment would be, but for the provisions of this subparagraph 7(a).

(b) Anything contained in the provisions of this Section to the contrary notwithstanding, no Assessment may be levied against:

(i) the Parking Areas,

(ii) any Dedicated Roadway,

(iii) any other portion of the Community to the extent of (1) any easement or other interest therein held by any governmental or quasi-governmental authority or public utility company under the provisions of this Declaration or otherwise, or (2) any interest therein which is then exempt from real property taxation by the laws of Maryland, upon the terms and to the extent of such exemption,

(iv) any Common areas or open spaces,

(v) any common facilities.

(c) The Declarant shall be liable to pay seventy-five per cent (75%) of the Assessment for those Lots Declarant owns. Declarant shall also cure any deficiencies in the budget of the Association, until all Lots have been conveyed from the Declarant to the Lot Owners.

#### ARTICLE VII

**Section 1. Architectural Review Committee.** Except for construction or development by, for or under contract with the Declarant, and except for any improvements to any lot or to the common areas and open spaces accomplished by the Declarant concurrently with said construction and development, and except for purposes of proper maintenance and repair, no building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered or maintained upon the Property, nor shall any exterior addition to or change (including any change of paint color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction, and any other proposed form of change (including, without limitation, any other information specified by the Architectural Review Committee) shall have been submitted to and approved in writing as to safety, harmony of exterior design, color and conformity with the design concept for the community by an Architectural Review Committee designated by the Board of Directors.

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Subject to the same limitations as hereinabove provided for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any exterior lighting, shades, screens, awnings, patio covers, fences, walls, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any improvements constructed upon any lot or upon any of the common areas, or to combine or otherwise join two or more dwellings, or to partition the same after combination, or to remove or alter any windows or exterior doors of any dwelling, until the complete plans and specifications, showing the location, nature, shape, height, material color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the Architectural Review Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the community by the Architectural Review Committee designated by the Board of Directors.

Section 2. Architectural Review Committee - Operation. The Board of Directors shall appoint an Architectural Review Committee. The Architectural Review Committee shall be composed of three (3) or more natural persons initially designated by the Declarant for the first five (5) years of the Association. Thereafter, the Association may change the membership upon the requisite affirmative votes. The affirmative vote of a majority of the members of the Architectural Review Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

Notwithstanding the terms of this Article, the purpose of the Committee for the first five (5) years of the Association shall be the screening of all plans and specifications submitted pursuant to the provisions of this Article and the scheduling of maintenance and repairs.

Section 3. Approvals, Etc. Upon approval by the Architectural Review Committee of any plans and specifications submitted pursuant to the provisions of this Article, the consent and approval of a majority of the Association's members shall be required at a special meeting or annual meeting of the Association.

If the plans and specifications fail to meet the Committee's approval, a notice shall be sent to said applicant no later than sixty (60) days from the date of application. Notice of approval of the Committee shall be due seventy-five (75) days from the date of application.

Section 4. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural Review Committee and the Association pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved, and shall be substantially completed within two (2) months following the date of commencement, or within such other period as the Committee and Association shall specify in their approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Committee and members of the Association shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required.

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There shall be no deviation from the plans and specifications approved by the Committee and members of the Association without the prior consent in writing of the Committee and members of the Association. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee and members of the Association to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 5. Certificate of Compliance. Upon the completion of any construction or alterations or other improvements or structure in accordance with plans and specifications approved by the Architectural Review Committee and members of the Association in accordance with the provisions of this Article, the Architectural Review Committee shall, at the request of the owners thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Architectural Review Committee and members of the Association, and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of the Declaration as may be applicable.

Section 6. Rules and Regulations, Etc. The Architectural Review Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish and record such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details, fences, colors, set-backs, materials and other matters relative to architectural control and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The Architectural Review Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decisions of the Architectural Review Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Committee (or by any policy, standards or guidelines established by the Committee) may appeal the decision of the Architectural Review Committee to the Board of Directors and, upon the request of such member, shall be entitled to a hearing before the Board of Directors of the Association.

Section 7. Prohibited Use and Nuisances. Except for the activities of the Declarant during the construction or development of the community, or except with the prior written approval of the Board of Directors of the Association or the Architectural Review Committee, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the common areas and open spaces:

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

(b) The maintenance, keeping, boarding or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any lot or within any dwelling, except that this shall not prohibit the keeping of dogs, cats or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes and.

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provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other members. The Board of Directors or, upon resolution of the Board of Directors, the Architectural Review Committee, shall have the authority, after hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other members, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. Pets shall not be permitted upon the common areas and open spaces unless accompanied by a responsible person and unless they are carried or leashed. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate.

(c) No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any lot.

(d) Except for parking on driveways or other designated areas, and except as hereinelsewhere provided, no junk vehicle, unlicensed or inoperable motor vehicle, trailer, camper, recreational vehicle, van (except a van having a passenger car license), camp truck, house trailer, boat or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary or usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the common areas and open spaces and community facilities) shall be kept upon the Property nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of the Architectural Review Committee, provide and maintain a suitable area designated for the parking of such vehicles or the like.

(e) Trash and garbage shall not be permitted to remain in public view.

(f) No lot shall be divided or subdivided and no portion of any lot (other than the entire lot) shall be transferred or conveyed for any purpose. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Association, the Declarant or any other person for any purpose.

(g) No sound hardwood trees measuring in excess of six (6) inches in diameter two (2) inches above the ground shall be removed from any lot without written approval of the Association acting through the Architectural Review Committee or duly appointed subcommittee. No tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs scenic views or sight-lines for vehicular traffic on public streets or on the Private Streets and Roadways. The Architectural Review Committee may from time to time adopt and promulgate such additional rules and regulations regarding the preservation of trees and other natural resources and wildlife as it may consider appropriate.

(h) No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, outdoor clothes dryer or line, shed, above ground swimming pool, recreational structures, or other similar structures shall be erected, used or maintained on any Lot at any time.

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(i) Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional signs or signs as may be maintained by the Declarant, the Declarant's Resistor, or the Association, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot or dwelling, provided, however, that one (1) sign, not exceeding three (3) square feet in area and not illuminated, may be attached to a dwelling where a professional office is maintained, and provided further that one (1) temporary real estate sign not exceeding six (6) square feet in area, may be erected upon any Lot or attached to any dwelling placed on the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such dwelling. The provisions and limitations of this subsection shall not apply to any institutional first mortgagee of any Lot who comes into possession of the Lot by reason of any remedies provided by law or in such mortgage or as a result of any proceeding, arrangement, assignment or deed in lieu of foreclosure.

(j) No structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels.

(k) No outside television aerial or radio antenna, or other aerial or antenna for receipt or transmission, shall be maintained upon the Property.

(l) No member shall make any private or exclusive or proprietary use of any of the common areas and open spaces except with the specific approval of the Architectural Review Committee and the Association, and then only on a temporary basis, and no member shall engage or direct any employee of the Association on any private business of the member during the hours such employee is employed by the Association, nor shall any member direct, supervise, or in any manner attempt to assert control over any employee of the Association.

(m) No shop, retail or wholesale, or other kind of store, factory, saloon, beauty parlor, doctor's office or other professional office, or business house of any kind, no hospital, asylum or institution of any like or kindred nature, and no charitable institution shall be erected or maintained on the Property, but that the Property shall be used solely for residential purposes. No building shall be erected, altered, placed or permitted to remain on any part of the Property other than townhouse dwellings not to exceed three (3) stories in height.

(n) Any part of the Property and any improvements now or hereafter erected thereon may, with the written consent and approval of the Declarant, be used for the purpose of a church, school, library, place of public assembly or community meetings and for any or all of the usual purposes and functions incidental to or connected with any or all of the foregoing, but no part of the Property or any improvements now or hereafter erected thereon, shall be used for any of the aforesaid purposes set forth in this paragraph without the prior written consent and approval of the Declarant being first had and obtained.

(o) Real estate sales, management and/or construction offices may, with the written consent and approval of the Declarant, be erected, maintained and operated on any part of the Property and/or in any building or structure now or hereafter erected thereon, provided such offices are used or operated on a temporary basis in connection with the development of the Property or the construction of improvements thereon, or the management, rental or sale of any part thereof or any improvements which may be now or

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hereafter erected thereon, but no part of the Property or any part of any improvements set forth in this paragraph shall be so maintained without the prior written consent and approval of the Declarant being first had and obtained.

(p) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on "EXHIBIT B" attached hereto.

(q) There shall be no exterior lights with exposed bulbs. Light bulbs shall not exceed sixty (60) watts.

(r) All improvements shall be subject to the prior written consent and approval of the Declarant, which shall be given only after submission of plans and specifications and all other documentation and information requested by Declarant.

Section 8. Exterior Modifications. Excepting wreaths on an owner's door, all exterior changes, including landscaping, lighting and paint color, to all dwellings shall be prohibited without first obtaining consent, in writing, of the Architectural Review Committee and the Association, in accordance with this Article VII.

Section 9. Maintenance. The following items of maintenance shall be performed by the Association or its designated management for and on behalf of the Association, and such maintenance shall be an item of Common Expense subject to the lien for assessments created herein:

(a) the repair, replacement and maintenance of the common areas and open spaces and community facilities as designated on "EXHIBIT A"; and

(b) the maintenance of the storm water detention basin accruing to be benefit of the members of this Association.

All other items of maintenance are to be assumed by the individual Lot owners of the Lots designated on the aforesaid Record Plats.

Section 10. Residential Use - Leasing. All dwellings shall be used for private residential purposes exclusively. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant for the use of any lot or dwelling for promotional or display purposes, or as "model Homes", a sales office, or the like.

Section 11. Lease Agreements. All lease agreements shall be in writing and submitted to the Board of Directors for approval. The minimum term of all lease agreements shall be one (1) year, with an option to purchase, and shall state that the lease agreement shall be subject to this Declaration.

Section 12. House Rules, Etc. There shall be no violation of any rules for the use of the common areas and open spaces and community facilities or "house rules" or other community rules and regulations not inconsistent with the provisions of this Declaration which may from time to time be adopted by the Board of Directors of the Association and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules.

Section 13. Enforcement - Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the covenants or restrictions contained in this Article shall occur or be maintained upon any lot, or in the event of any other conduct in violation of any of the provisions or requirements of this Article, then the same shall be

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considered to have been undertaken in violation of this Article and without the approval of the Architectural Review Committee and the Association required herein, and, upon written notice from the Architectural Review Committee, such violation shall be promptly removed or abated. In the event same is not removed, or the violation is not otherwise terminated or abated, within fifteen (15) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the owner of the lot upon which such violation exists, or to the member responsible for such violation if the same shall be committed or attempted on premises other than the lot owned by such member, then the Association shall have the right, through its agents and employees (but only after a resolution of the Architectural Review Committee) to enter upon such lot and to take such steps as may be necessary to remove or otherwise terminate or abate such violation and the cost thereof may be assessed against the lot upon which such violation occurred, and when so assessed, a statement for the amount thereof shall be rendered to the owner of said lot, at which time the assessment shall become due and payable and a continuing lien upon such lot, and a binding personal obligation of the owner of such lot, in all such respects, and subject to the same limitations and powers as provided in Articles V and VI of this Declaration. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article VII or any of the other provisions or requirements of this Declaration exist on such lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

#### ARTICLE VIII

**Section 1. Party Walls.** Each wall which is built as part of the original construction of the dwellings upon the Property and placed on the dividing line between lots, or partly one lot and partly on another, shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

**Section 2. Repairs and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in equal shares. Nothing shall be done by any owner which impairs the structural integrity of any party wall or which diminishes the fire protection afforded by any party wall. No Owner shall use any party wall for any purpose which creates a hazard or nuisance for any other owner who makes use of the party wall.

**Section 3. Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, of the right of any such owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

**Section 4. Waterproofing.** Notwithstanding any other provision of this Article, any owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

**Section 5. Right to Contribution Runs With Land.** The right of any owner to contribution from any other owner under this Article VIII shall be appurtenant to the land and shall pass to such owner's successors in title.

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**Section 6. Encroachments.** If any portion of a party wall shall encroach upon any adjoining Lot, or upon the common areas and open spaces or community facilities, by reason of reconstruction, settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same as long as the building stands, shall exist.

#### ARTICLE IX

**Section 1. Management Agent.** The Board of Directors may employ for the Association a management agent or firm or manager (the "Management Agent") at a rate of compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall from time to time authorize in writing. The Management Agent shall perform such duties and services as the Board of Directors shall authorize in writing, including, without limitation:

(a) to establish (with the approval of the Board of Directors of the Association) and provide for the collection of the annual maintenance assessments and any other assessments provided for in this Declaration, and to provide for the enforcement of liens therefor in a manner consistent with law and the provisions of this Declaration; and

(b) to provide for the care, upkeep, maintenance and surveillance of the common areas and open spaces and community facilities; and

(c) to designate, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the common areas and open spaces and community facilities; and

(d) to promulgate (with the approval of the Board of Directors of the Association) and enforce such rules and regulations, and such restrictions and requirements, "house rules" or the like as may be deemed proper respecting the use of the common areas and open spaces and community facilities; and

(e) to provide or arrange to provide such other services (including legal and accounting services) for the Association as may be consistent with the law and the provisions of this Declaration.

Any management agreement entered into by the Association shall provide, *inter alia*, that such agreement may be terminated, with or without cause and without the payment of any termination fee, by either party upon thirty (30) days' written notice thereof to the other party. The term of any such management agreement shall not exceed one (1) year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one (1) year periods.

**Section 2. Limitation of Liability.** The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the common areas and open spaces or community facilities, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any member for loss or damage, by theft or otherwise, of articles which may be stored upon the common areas and open spaces or community facilities. No diminution or abatement of assessments,

as hereinbefore provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common areas and open spaces or community facilities, or from any action taken by the Association to comply with any of the provisions of this Declaration, or with any law or ordinance, or with the order or directive of any municipal or other governmental authority.

#### ARTICLE X

##### Section 1. Reservation of Easement Rights by the Declarant.

(a) The Declarant hereby reserves a non-exclusive easement and right-of-way in, through, over and across the common areas and open spaces and community facilities for the purpose of the storage of building supplies and materials, the installation, construction, maintenance, reconstruction and repair of sanitary sewer lines, water lines, cables, storm drains and appurtenances to any of the same, and for all other purposes reasonably related to the completion of construction and development of the project and the provision of utility services, and related services and facilities, whether public or private, to the Property. Any and all grants made by the Declarant to the Association with respect to any of the common areas and open spaces and community facilities shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instruments. At the request in writing of the Declarant, the Association shall from time to time execute, acknowledge and deliver to the Declarant such further assurances of this reservation as may be necessary.

(b) The Declarant hereby reserves the absolute right to grant easements and rights-of-way, both temporary and permanent, over the common areas and open spaces and community facilities, to any and all governmental and quasi-governmental authorities and to any and all public utilities.

Section 2. Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such other licenses, easements and rights of way over the common areas and open spaces and community facilities for sewer lines, water lines, electrical cables, telephone cables, CATV, gas lines, storm drains, cables, underground conduits and such other purposes related to the provision of utility and similar services to the land and premises described in "EXHIBIT A" attached to this Declaration as may be considered necessary and appropriate by the Board of Directors of the Association or by the Declarant for the orderly maintenance, preservation and enjoyment of the common areas and open spaces and community facilities, and for the preservation of the health, safety, convenience and welfare of the members of the Association or the Declarant.

Section 3. Easement to Harford County, Maryland. The Declarant hereby grants to Harford County, Maryland, a municipal body corporate, its agents and contractors, a non-exclusive easement and right-of-way in, through, over and across the common areas and open spaces and community facilities for all purposes reasonably associated with the inspection, operation, installation, construction, reconstruction, maintenance or repair of any stormwater management facilities constructed upon the Property; and in the event that, after reasonable notice to the Association by Harford County, Maryland, the Association shall fail to maintain any stormwater management facility constructed upon the Property in accordance with the applicable laws and regulations, then Harford County, Maryland may do and perform all necessary repair and maintenance work and may assess the Association for the cost of the work and any applicable penalties. The Association shall indemnify and save Harford County, Maryland harmless from any and all claims or damages to persons or property arising in connection with the installation, construction, maintenance, repair, operation or use of any stormwater management facility constructed upon the Property.

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## ARTICLE XI

**Section 1. Amendment.** Subject to the other limitations set forth in this Declaration, prior to the lapse of all of the Class B memberships in the Association, as in Article III provided, this Declaration may be amended only by an instrument executed and acknowledged by two-thirds (2/3) of the Class A members of the Association, if any, and by the Declarant, which instrument shall be recorded among the Land Records for the jurisdiction in which this Declaration is recorded. Subject to the other limitations set forth in this Declaration, following the lapse of all of the Class B memberships in the Association, as in Article III provided, this Declaration may be amended by an instrument executed and acknowledged by a majority of the Class A members of the Association, which instrument shall be recorded among the Land Records for the jurisdiction in which this Declaration is recorded. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording.

**Section 2. Duration.** Unless amended in accordance with the provisions of Section 1 of this Article and the other requirements of this Declaration, and except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date of recordation of this Declaration, after which the said covenants shall be automatically extended for successive periods of ten (10) years each.

**Section 3. Construction and Enforcement.** The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the community. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or restriction, either to restrain or enjoin violation or to recover damages or both, and against any lot to enforce the lien created hereby; any the failure or forbearance by the Association or the owner of any lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The provisions hereof may be enforced, without limitation, by the Association, by any owner or any mortgagee of any lot which becomes subject to the provisions hereof, and by any other person, firm, corporation or other legal entity who has any right to the use of any of the common areas and open spaces and community facilities owned by the Association.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

**Section 4. Successors of Declarant.** Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant hereunder, or any part of them, may be assigned and transferred (exclusively or non-exclusively) by the Declarant by instrument in writing, with or without notice to the Association.

**Section 5. Incorporation by Reference on Resale.** In the event any owner sells or otherwise transfers any lot, any deed purporting to effect such conveyance shall contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and liens set forth

in this Declaration. Failure to include such a provision in a deed transferring any lot shall not affect the validity of these Covenants and Restrictions of this Declaration nor shall such failure affect the validity of said deed.

**Section 6. Notices.** Any notice required to be sent to any member or 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 owner on the records of the Association at the time of such mailing.

**Section 7. 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 and open spaces or community facilities 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 and open spaces or community facilities.

**Section 8. 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.

**Section 9. Consents.** Any other provision of this Declaration to the contrary notwithstanding, neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of the holders of at least two-thirds (2/3) of the first mortgages of record on the lots:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and open spaces and community facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the common areas and open spaces and community facilities by the members of the Association shall not be considered a transfer within the meaning of this Section; or

(b) abandon or terminate this Declaration; or

(c) modify the method of determining and collecting common expense assessments or other assessments as provided for in this Declaration; or

(d) resolve to use the proceeds of casualty insurance for any purpose other than the repair, replacement or reconstruction of the common areas and open spaces and community facilities; or

(e) modify or amend any material or substantive provision of this Declaration or the By-Laws of the Association.

**Section 10. Additional Rights of Mortgagees - Notice.** No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to this Declaration except after ten (10) days' written notice to the holder of the first mortgage on the lot which is the subject matter of such suit or proceeding.

Any institutional first mortgagee of any lot upon the Property may pay any taxes, utility charges or other charge levied against the common areas and open spaces and community facilities which are in default and which may or have become a charge or lien against any of the common areas and open spaces and community facilities, and any such

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institutional first mortgages may pay any overdue premiums on any hazard insurance policy or secure new hazard insurance coverage on the lapse of any policy, with respect to the common areas and open spaces and community facilities. Any first mortgagee who advances any such payment shall be due immediate reimbursement of the amount so advanced from the Association.

**Section 11. Casualty Losses.** In the event of substantial damage or destruction to any of the common areas and open spaces or community facilities, the Board of Directors of the Association shall give prompt written notice of such damage or destruction to the holders of all first mortgages of record on the lots. No provision of this Declaration or the By-Laws of the Association shall entitle any member to any priority over the holder of any first mortgage of record on his lot with respect to the distribution to such member of any insurance proceeds paid or payable on account of any damage or destruction of any of the common areas and open spaces or community facilities.

**Section 12. Condemnation or Eminent Domain.** In the event any part of the common areas and open spaces and community facilities is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors of the Association shall give prompt written notice of any such proceeding or proposed acquisition to the holders of all first mortgages of record on the lots. No provision of this Declaration or the By-Laws of the Association shall entitle any member to any priority over the holder of any first mortgage of record on his lot with respect to the distribution to such member of the proceeds of any condemnation or settlement relating to a taking of any of the common areas and open spaces and community facilities.

**Section 13. Amendment Authority.** Anything set forth in Section 1 of this Article to the contrary notwithstanding, the Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented. However, this unilateral right, power and authority of the Declarant, may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the Property or any part thereof or any Lots thereon, for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Administration or any successor agencies approve the Property or any parts thereof or any Lots thereon for federally approved mortgage financing purposes, any further amendments to the Declaration made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval.

**Section 14. Federal Housing Administration/Veterans Administration Approval.** As long as there is a Class B membership, the following actions will require prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of common areas and open spaces, and amendment of this Declaration of Covenants, Conditions and Restrictions.

**Section 15. 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 singular shall include the plural.

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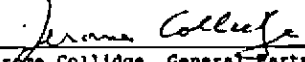
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IN WITNESS WHEREOF, the said Declarant has caused these presents to be executed in their respective names, on the day and year first above written.

ATTEST:

DECLARANT:  
FOXBOROUGH FARMS PARTNERSHIP


  
\_\_\_\_\_  
Jerry S. Sopher

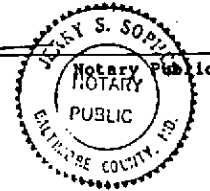
By:   
\_\_\_\_\_  
Jerome Collidge, General Partner

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 11<sup>th</sup> day of May, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared JEROME COLLIDGE, who acknowledged himself to be the General Partner of FOXBOROUGH FARMS PARTNERSHIP, a Maryland General Partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Declaration, and acknowledged that he executed the same for the purposes therein contained as the duly authorized General Partner of said Partnership by signing the name of the Partnership by himself as General Partner.

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

  
\_\_\_\_\_  
Jerry S. Sopher



My Commission expires:  
July 1, 1990

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- 22 -

EXHIBIT "A"

BEGINNING for the first thereof and being all that property and those lots of ground known and designated as Lots Nos. 146 thru 161, Inclusive, as shown on a Plat entitled "Foxborough Farms Plat I-Section III, which Plat is recorded among the Land Records of Harford County, Maryland, in Plat Book No. 57, folio 93, and including all common areas, drainage and easement areas and open spaces as shown on said Plat and the beds of Valbrook Court (North) and Cambay Drive as shown on said Plat.

BEGINNING for the second thereof and being all that property and those lots of ground known and designated as Lots Nos. 162 thru 189, Inclusive, as shown on a Plat entitled "Foxborough Farms Plat II-Section III, which Plat is recorded among the Land Records of Harford County, Maryland, in Plat Book No. 57, folio 94, and including all common areas, drainage and easement areas and open spaces as shown on said Plat and the beds of Valbrook Court (South) and Cambay Drive as shown on said Plat.

BEGINNING for the third thereof and being all that property and those lots of ground known and designated as Lots Nos. 190 thru 217, Inclusive, as shown on a Plat entitled "Foxborough Farms Plat III-Section III", which Plat is recorded among the Land Records of Harford County, Maryland, in Plat Book No. 57, folio 95, and including all common areas, drainage and easement areas and open spaces as shown on said Plat and the bed of Littlefield Place, as shown on said Plat.

BEGINNING for the fourth thereof and being all that property and those lots of ground known and designated as Lots Nos. 218 thru 257, Inclusive, as shown on a Plat entitled "Foxborough Farms Plat IV-Section III, which Plat is recorded among the Land Records of Harford County, Maryland, in Plat Book No. 57, folio 96, and including all common areas, drainage and easement areas and open spaces as shown on said Plat and the bed of Merry Hill Court, as shown on said Plat.

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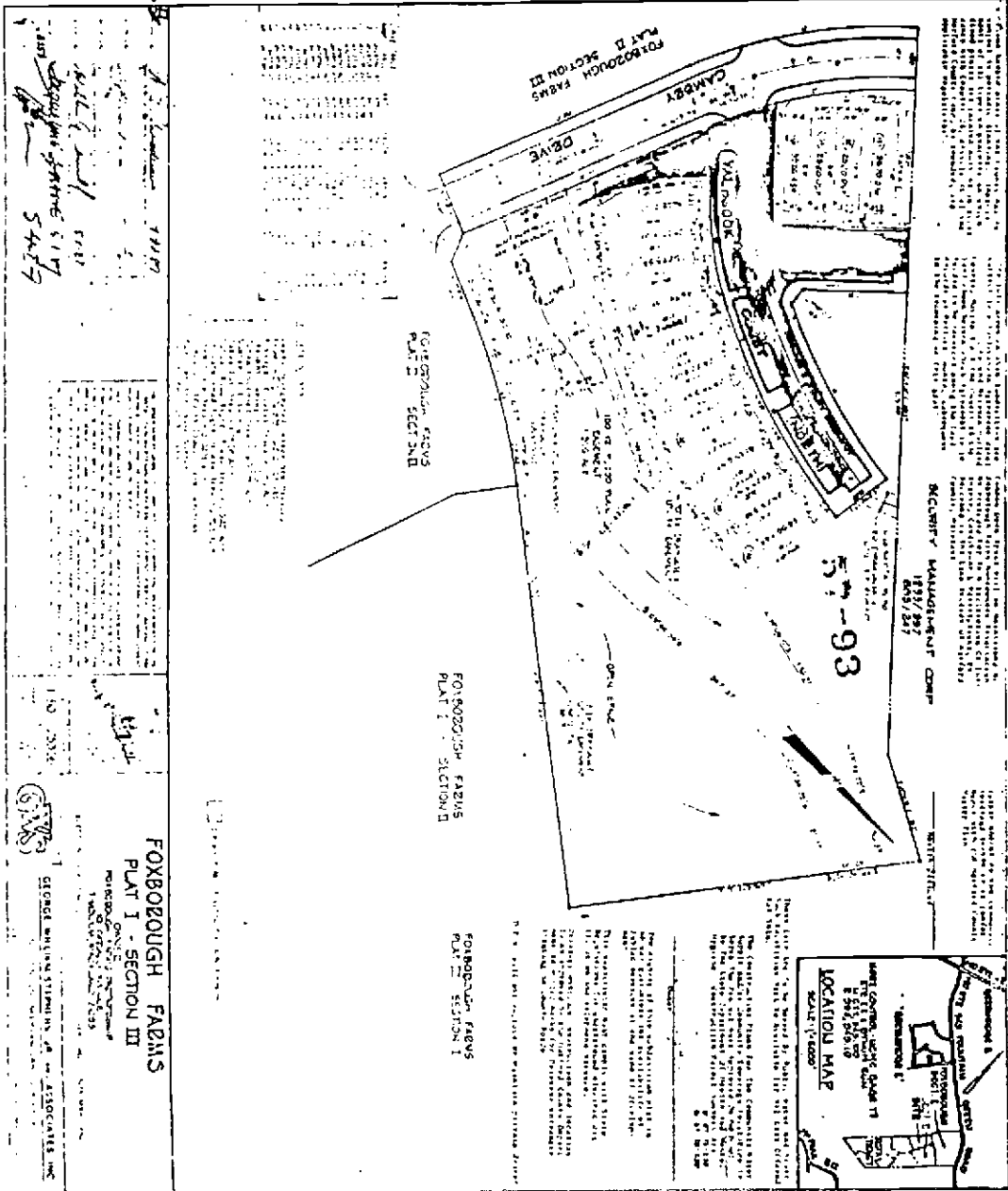
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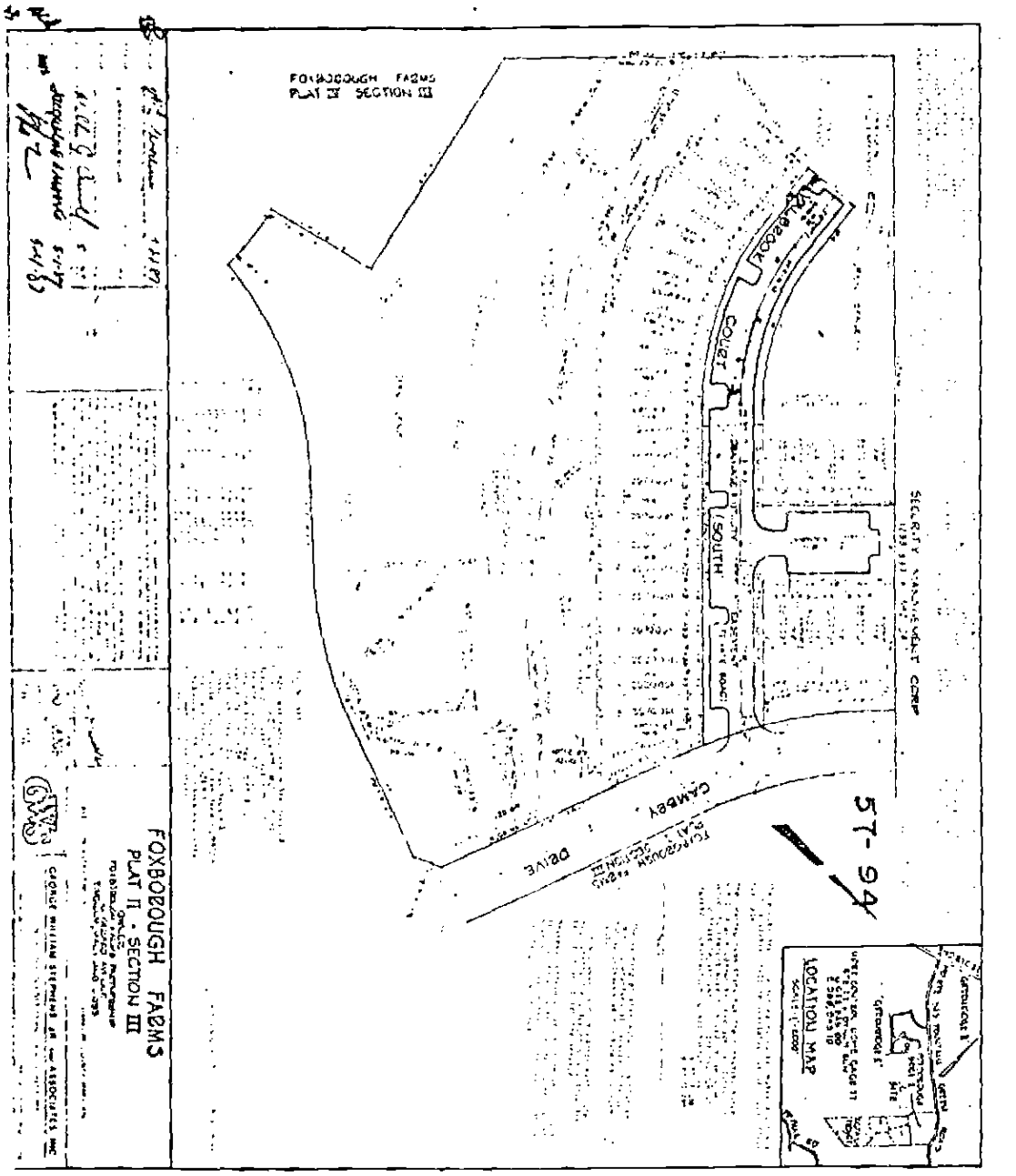
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ALL 1/2 Acre and 1/4 Acre of 57-93 Staff

**FOXBOURGH FARMS**  
 PLAT I - SECTION III  
 PLAT II - SECTION II  
 PLAT III - SECTION I

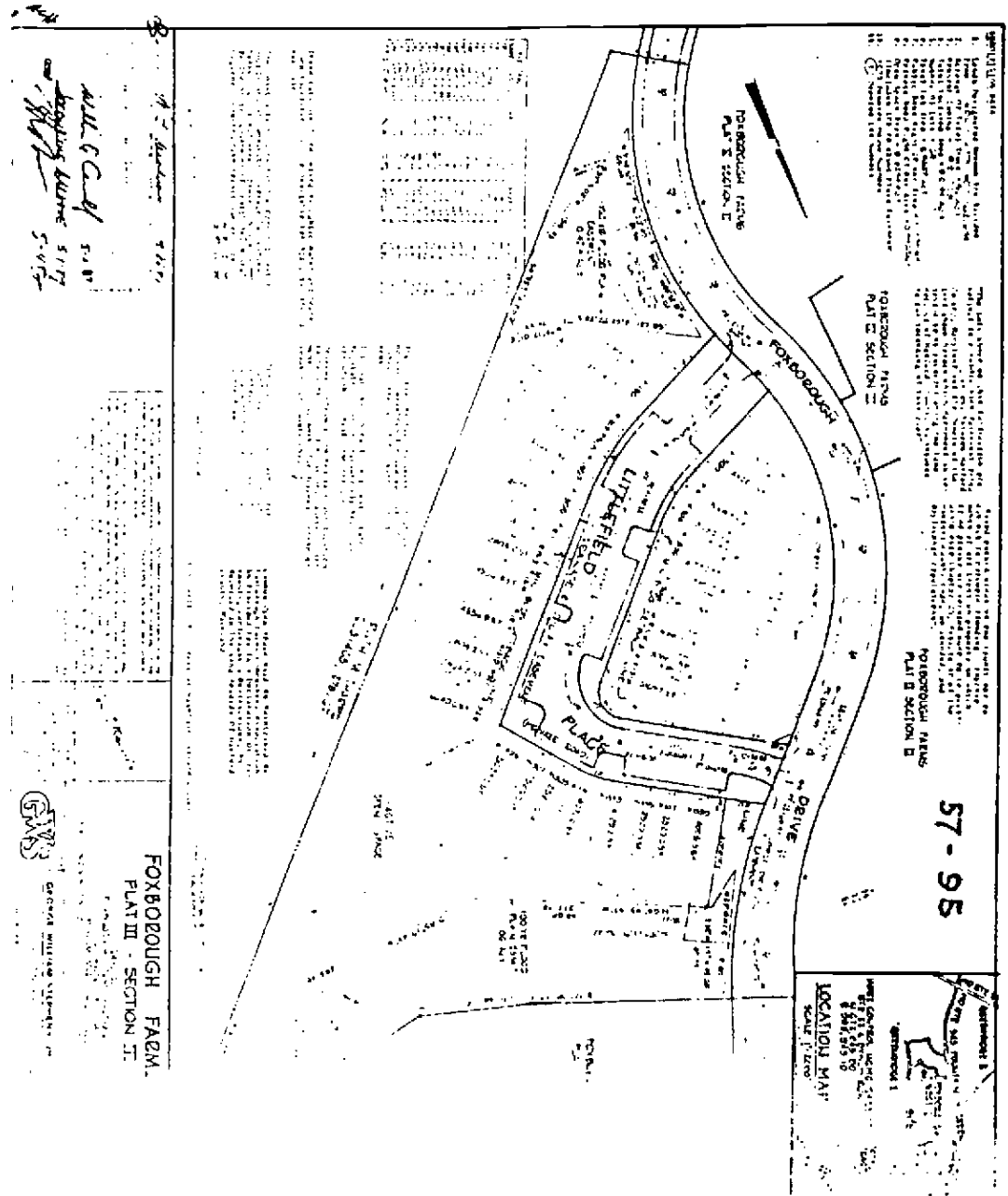


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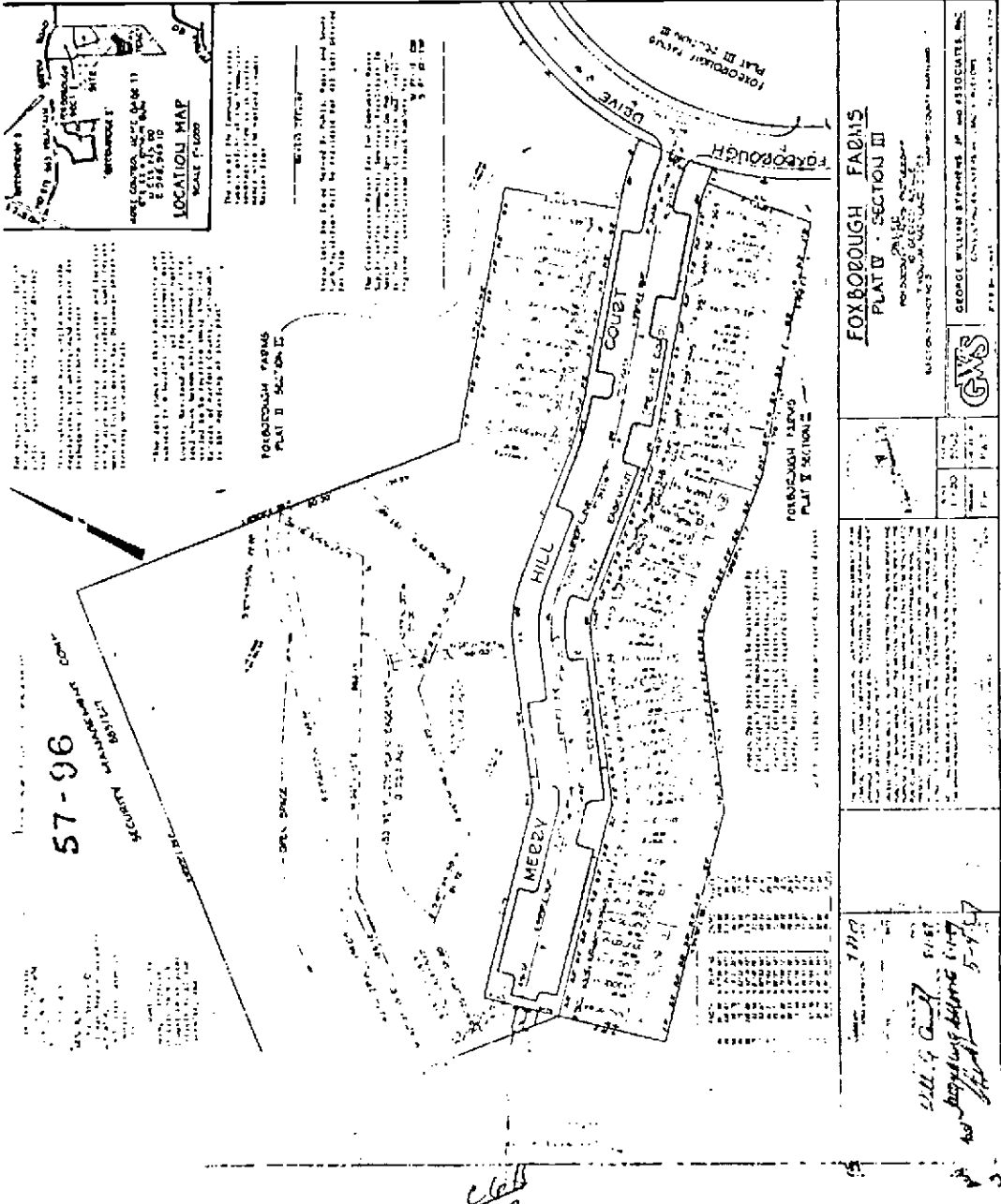
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EXHIBIT "B"

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REGISTERED CLERK  
JULY 6 1903. TD

*Bay State Title  
One East Redwood  
Baltimore Md 21*

*2/24/87  
33-*

THIS AGREEMENT Made this 23rd day of December , 1987, by and between FOXBOROUGH FARMS HOMEOWNERS' ASSOCIATION NO. 1, INC., a Maryland corporation, party of the first part (hereinafter referred to as "Foxborough No. 1"); and FOXBOROUGH FARMS HOMEOWNERS' ASSOCIATION NO. 2, INC., a Maryland corporation, party of the second part (hereinafter referred to as "Foxborough No. 2"); and FOXBOROUGH FARMS HOMEOWNERS' ASSOCIATION NO. 3, INC., a Maryland corporation, party of the third part (hereinafter referred to as "Foxborough No. 3"); and FOXBOROUGH FARMS PARTNERSHIP, a Maryland General Partnership, party of the fourth part (hereinafter referred to as the "Declarant").

WHEREAS, the Declarant heretofore acquired fee simple title to a tract of land (the "Land") located in the Third Election District of Harford County, Maryland, by Deed (the "Deed") dated November 13, 1985, and recorded among the Land Records of Harford County, in Liber C.G.H.III No. 1299, folio 788, from Arch Blake Construction Co., et al, containing 94.486 acres, more or less; and

WHEREAS, the Declarant has caused to be laid out certain subdivision plats (the "Plats") known as Foxborough Farms ("Foxborough Farms") which have been recorded among the Land Records of Harford County, Maryland in Plat Book C.G.H.III No. 53, folios 27, 28 and 29; Plat Book C.G.H.III No. 55, folios 48 and 49; and Plat Book C.G.H.III No. 57, folios 93, 94, 95 and 96, as part of the Land and known as Sections I, II and III, Foxborough Farms, respectively, and Declarant intends to subdivide the remainder of the Land into additional future Sections of Foxborough Farms and/or phases of Section III, Foxborough Farms (all future Sections of Foxborough Farms and/or future phases of Section III, Foxborough Farms shall hereafter be referred to collectively and/or individually as the "Future Sections"); and

WHEREAS, Declarant has executed and recorded among the Land Records of Harford County, Maryland, certain Declarations of Covenants, Conditions and Restrictions (the "Declarations"), hereinafter referred to, affecting Foxborough Farms and Declarant has conveyed or intends to convey unto Foxborough No. 1, Foxborough No. 2 and Foxborough No. 3 (collectively the "Associations") the various Open Spaces and Common Areas as shown on the Plats; and

*M.C.F.E*

WHEREAS, the Associations are non-profit Maryland Corporations formed for the purpose of providing in part for the maintenance of the storm water maintenance pond and detention basin (hereafter referred to as the "Detention Pond") to be constructed and located on the Land, the benefits of which shall accrue to the members of the Associations and to the lot owners of the lots within the Land, all of which is set forth in the Declarations

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(a) dated June. 27, 1986 and recorded among the Land Records of Harford County in Liber C.G.H.III No. 1328, folio 940; (b) dated October 16, 1986 and recorded among the Land Records of Harford County in Liber C.G.H.III No. 1352, folio 267, and (c) dated May 11, 1987 and recorded among the Land Records of Harford County in Liber C.G.H.III No. 1405, folio 582; and

WHEREAS the Detention Pond will be constructed by the Declarant on that portion of the Land located in the Future Sections and the obligations for the further improvement, maintenance, repair and replacement (such matters hereafter collectively referred to as "Maintenance") of which is that of the Associations and any and all future Homeowners' Associations which may be formed by the Declarant by virtue of the Declarations and/or future Declarations to be executed and recorded by the Declarant and which obligations were and are a condition precedent to the receipt of subdivision plat approval from Harford County, Maryland prior to the recording of the present and future plats of Foxborough Farms; and

WHEREAS, the cost of Maintenance of the Detention Pond is and shall be at the cost and expense of the Associations and all future Homeowners' Associations which may hereinafter be incorporated and formed for the Future Sections subdivided from the Land on plats to be recorded among the Land Records of Harford County, Maryland; and

WHEREAS Declarant intends to subdivide the remainder of the Land which it acquired by the Deed into Future Sections of Foxborough Farms and to form additional Homeowners' Associations to obtain title to the Common Areas and Open Spaces to be located in Future Sections and to collect from the lot owners of the lots located within the Land to be shown on the plats for the Future Sections, assessments and charges for maintaining the Common Areas and Open Spaces to be located on said plats and for the Maintenance of the Detention Pond; and

WHEREAS, inasmuch as the Detention Pond shall be located in Future Sections, the Associations and all future Homeowners' Associations in Foxborough Farms which shall hereafter be formed have and shall have the obligation and responsibility, on behalf of all lot owners of the lots within Land to contribute to the Maintenance of the Detention Pond and the parties hereto, for themselves, and for their respective successors and assigns, for all future Homeowners' Associations which shall be formed for the Future Sections and for the benefit of all lot owners of the lots within the Land, have agreed upon the collection of funds for Maintenance of the Detention Pond; and

WHEREAS, the parties hereto desire to designate one of the Associations to be the Association responsible for the management of the Detention Pond and for the collection of annual payments required for the Maintenance thereof; and

WHEREAS, it is intended that the parties hereto, for themselves, all future Homeowners' Associations for Foxborough Farms, and their respective successors and assigns, shall be bound by and obligated upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, WITNESSETH, that in consideration of the premises and other good and valuable considerations and in consideration of the performance of the covenants, conditions and agreements as hereinafter set forth, the receipt whereof is hereby acknowledged, the parties of the first, second, third and fourth parts hereto do hereby agree and covenant as follows:

1. The Associations, the Declarant and all future Homeowners' Associations which may be hereafter formed by Declarant shall each collect from the lot owners of the lots located in their respective Sections of Foxborough Farms, such funds as may be required by each Association for their proportionate share of the Maintenance of the Detention Pond to be constructed and located in the Future Sections of Foxborough Farms.

2. The Associations hereby designate and appoint Foxborough No. 3 as the managing Association of the Detention Pond and as such is hereby vested with the obligation, authority and responsibility for the maintenance and further improvement of the Detention Pond, and for the levying of annual assessments and collecting from all of the Associations such assessments for the maintenance and further improvement of the Detention Pond to be so constructed and located in the Future Sections. It is agreed that on July 1st of each year after the first year of the Maintenance of the Detention Pond by the Declarant, each of the Associations shall make payment to Foxborough No. 3 for each Association's proportionate share of the cost of Maintenance of the Detention Pond and for the establishing of reserves for the future cost of maintenance, improvement, replacement and repair of the Detention Pond. The total annual payments due hereunder shall be charged to each Association based upon the number of lots in each individual

Association on a fractional percentage, the numerator of which shall be the number of lots as exist on the Plats for each section of Foxborough Farms or future phsses of any section of Foxborough Farms for each Association and the denominator of which shall be the total number of lots in all Sections of Foxborough Farms and which fractional percentages of the total cost of the annual charges for Maintenance of the Detention Pond to be paid by each Association are as follows, viz:

- (a) Foxborough No. 1 . . . . . 80/370 of the total annual cost.
- (b) Foxborough No. 2 . . . . . 64/370 of the total annual cost.
- (c) Foxborough No. 3 . . . . . 112/370 of the total annual cost.
- (d) Future Sections . . . . . 114/370 of the total annual cost.

3. Foxborough No. 3 and/or any management company designated by it, if any, shall present and tender to the other Associations, by June 1st of each year, statements for annual payments of funds due by each Association for the estimated costs of Maintenance of the Detention Pond for next fiscal year beginning July 1st of each year and each Association shall remit and make payment to Foxborough No. 3 and/or any such management company, by July 1st of each year, its proportionate share of such costs, as provided and calculated in paragraph No. 2 hereof.

4. All Associations or future Homeowners' Associations which may be formed shall set their respective individual annual budgets for their particular Sections of Foxborough Farms which shall incorporate their estimated percentage costs for the Msintenance of the Detention Pond and each such Association shall collect from their respective Association members such sums as are so estimated for the Maintenance of the Detention Pond in addition to any and all other Association annual charges, costs and expenses.

5. All present and future Associations, which may be incorporated for the Future Sections, shall be bound by this Agreement and shall be obligated to contribute its or their respective proportionate share of the costs of Maintenance of the Detention Pond based upon the total number of lots in its particular Section as set forth in paragraph No. 2 hereof in relation to the total number of lots on the Land and to make such payment to Foxborough No. 3 and/or its management company as provided in paragraph No. 3 hereof.

6. The Associations and Declarant acknowledge that the designation of Foxborough No. 3 as the managing Association responsible for the control and management of the Detention Pond is and shall be for the benefit of all of the Associations and all future Homeowners' Associations which may be formed by the Declarant and shall be for the purpose of expediting the collection and disbursement of funds for the Maintenance of the Detention Pond.

7. In the event any Association shall fail to make payment of its proportionate share of the assessments levied pursuant to this Agreement within twenty (20) days after the date the same becomes due and payable, Foxborough No. 3 shall have any and all rights of collection at law or in equity to enforce payment of the same, including but not limited to the recovery of all court costs, reasonable attorney's fees and interest on the unpaid assessment at a monthly interest rate of five percent (5%) on the sums due from the date the same become due and payable to the date payment is received.

8. This Agreement and the obligations, covenants and understandings set forth herein shall be binding upon and shall inure to the benefit of the Associations, and all future Homeowners' Associations in Foxborough Farms and their respective successors and assigns.

IN WITNESS WHEREOF, the said Associations and the said Declarant have caused these presents to be executed in their respective names, on the day and year first above written.

ATTEST:

[Signature]

✓  
FOXBOROUGH FARMS HOMEOWNERS'  
ASSOCIATION NO. 1, INC.

BY: [Signature] (SEAL)  
Jerome Collidge President

[Signature]

✓  
FOXBOROUGH FARMS HOMEOWNERS'  
ASSOCIATION NO. 2, INC.

BY: [Signature] (SEAL)  
Jerome Collidge President

[Signature]

FOXBOROUGH FARMS HOMEOWNERS'  
ASSOCIATION NO. 3, INC.

BY: [Signature] (SEAL)  
Jerome Collidge President

[Signature]

FOXBOROUGH FARMS PARTNERSHIP

BY: [Signature] (SEAL)  
David E. Gonzalez  
General Partner

STATE OF MARYLAND, Baltimore County, to wit:

I HEREBY CERTIFY, That on this 23rd day of December, 1987, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Jerome Collidge, who acknowledged himself to be the President of Foxborough Farms Homeowners' Association No. 1, Inc., a Maryland Corporation, and acknowledged himself to be the President of Foxborough Farms Homeowners' Association No. 2, Inc., a Maryland Corporation, and acknowledged himself to be the President of Foxborough Farms Homeowners' Association No. 3, Inc., a Maryland Corporation, and that he as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence, the name of the Corporations of himself as such President.

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

*Jerry S. Sopher*  
Jerry S. Sopher



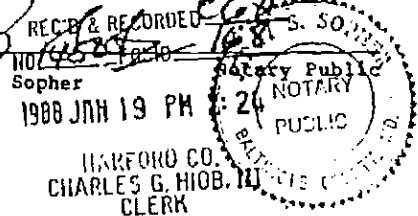
My commission expires July 1, 1990.

STATE OF MARYLAND, Baltimore County, to wit:

I HEREBY CERTIFY, That on this 23rd day of December, 1987, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared David E. Gonzales, General Partner of Foxborough Farms Partnership, a Maryland General Partnership, known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing instrument to be the act of said General Partnership, and in my presence signed and sealed the same.

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

*Jerry S. Sopher*  
Jerry S. Sopher



My commission expires July 1, 1990.

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### RIGHT OF WAY AGREEMENT

The undersigned, herein called the "Grantor," hereby grant(s) to BALTIMORE GAS AND ELECTRIC COMPANY, its successors, licensees and assigns, for value received, the right to construct, install, reconstruct, operate and maintain electric, gas and communication lines, including, but not limited to, poles, wires, anchors, conduits, cables, street lights, transformers, switchgear, manholes, vaults, mains, pipes, valves, meters, above ground transformers, switchgear, pads, appurtenant equipment and enclosures upon, over, under and across the land of the Grantor acquired from THE JONAS W. BLAKE, SR. FAMILY TRUST and ARCH BLAKE CONSTRUCTION CO., a TRUST

by deed dated November 13, 1985 and recorded among  
the Land Records of Harford County County in Liber C.G.H. No. 1299 folio 783

which said land is situated in THIRD District Harford County and described as follows: That tract of land consisting of 9446 acres, more or less situated on the west side of Fountain Green Road north and south of Foxborough Drive (part of which is shown on three plats entitled "Foxborough Farms - Section One, Plats 1, 2 and 3 prepared by George William Stephens, Jr., and Associates Incorporated and dated November 9, 1985") containing the beds of Fountain Green Road, Foxborough Drive, Bentley Circle, Clymer Court, and other thoroughfares to be laid out and developed.

FOXBOROUGH FARMS PARTNERSHIP

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Together with the right of access at all times to the above-described facilities, the right to trim, top, cut down and remove trees and/or shrubs adjacent to said facilities to provide proper operating clearance, and the right to make necessary openings and excavations for the purpose of examining, repairing, replacing, altering or extending said facilities provided that all openings or excavations shall be properly refilled and the property left in good and safe condition. No buildings or structures are to be erected under or over the lines, and adequate horizontal clearances, with a five (5) foot minimum, must be maintained. Shrubby, trees, fences, or other obstructions shall not be placed so close to any pad-mounted transformer or switchgear that they would, in the sole judgement of the Company, hinder or obstruct operation or maintenance of said equipment.

DECEMBER 27, 1985

O.K.U.G. (Dev.) (OVER) LIBER 1304 FOLIO 0474

The said facilities shall be located along, in and adjacent to streets, roads, alleys, paths, sidewalks, drives and other highways and reservations and may be extended to properties adjacent to the above land of the Grantor; said facilities may also be located on or along and adjacent to boundary lines of lots, and wires may be strung between any poles and from the nearest pole to any buildings; gas, electric and communication lines may be extended by the most direct practical route to any buildings on the herein mentioned property from main or service lines on or adjacent to lots on which such buildings are located, all as said highways, reservations and lots are now or hereafter laid out. Where necessary, anchors may be placed not more than fifteen (15) feet inside of lot lines.

Mention of highways herein is for descriptive purposes only and is not intended as a dedication of the same to public use.

IN WITNESS WHEREOF, the Grantor(s) has/have caused this agreement to be properly executed this 27th day of December, 1985.

WITNESS:

Mary G. Baker  
Mary G. Baker

FOXBOROUGH FARMS PARTNERSHIP  
Jerome Collidge, GENERAL PARTNER (Seal)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Seal)

STATE OF MARYLAND }  
County of Baltimore } TO WIT:

I HEREBY CERTIFY, that on this 27 day of December, 1985, before me, the subscriber, a Notary Public of the State of Maryland, in and for aforesaid, personally appeared Jerome Collidge, General Partner, Foxborough Farms Partnership

and acknowledged the foregoing agreement to be his act and deed, and said act and deed was made without monetary consideration. WITNESS my hand and Notarial Seal.

Mary J. Markus  
Mary J. Markus Notary Public  
My Commission Expires July 1, 1986.

STATE OF MARYLAND }  
TO WIT:

I HEREBY CERTIFY, that on this day of 1985, before me, the subscriber, a Notary Public of the State of Maryland, in and for aforesaid, personally appeared

and acknowledged the foregoing agreement to be his act and deed, and said act and deed was made without monetary consideration. WITNESS my hand and Notarial Seal.

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Notary Public  
My Commission Expires

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RIGHT-OF-WAY EASEMENT

THIS DEED, made this 9th day of Dec. 19 85, by and between the undersigned, herein after called Grantor, and THE CHESAPEAKE AND POTOMAC TELEPHONE COMPANY OF MARYLAND, a body corporate, hereinafter called Grantee.

WITNESSETH, that in consideration of the sum of Zero Dollar (0.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the Grantor does grant and convey unto the Grantee, its associated and allied companies, and their respective successors, assigns and licensees, a Right-of-Way Easement to construct, operate, maintain, enlarge, replace and remove telecommunication and electric systems, including the necessary conduit, manholes, cables, wires and fixtures upon and under the property of the undersigned located in the 3rd Election District of Harford County, and being the property conveyed to the undersigned by deed recorded among the Land Records of Harford County in Liber 1163-1126, Folio 634-373 said systems to be located as follows:

REC FE 12.00

Along and in the beds of streets, roads, alleys, and other highways and paths and reservations, and may be extended to properties adjacent to the above land of Grantors; lines may also be located along and within ten feet on either side of boundary lines of lots; all as said highways, reservations, and lots are now or hereafter laid out. Lines may be extended by the most practical route to any buildings on the herein described property.

RECORD COPY FOR 30

Together with the right of ingress and egress to said systems at all times and the right to dig up and repair said lines sufficiently for the safe and proper operation and maintenance thereof.

The Grantees agree to repair or pay for all damage to lawns, fields, fences, driveways, and walkways arising from the construction and maintenance of the aforesaid systems.

IN WITNESS WHEREOF, the undersigned hereunto set their hand and seal.

01/09/86

WITNESS:

*John T. Gessner*

FOXBOROUGH FARMS PARTNERSHIP

*[Signature]*

(SEAL)

Title - Authorized Representative  
GENERAL PARTNER

(SEAL)

Title

State of Maryland Harford County of Harford

TO WIT:

I HEREBY CERTIFY that on this 9th day of December 19 85, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Jerry Kollege and acknowledged the above instrument to be act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

C.G.H.

My Commission Expires July, 1986



*John T. Gessner*  
NOTARY PUBLIC

768

Right-Of-Way Easement No. 38-96-41  
Work Order No. R.O. 16887  
Development Foxborough Farms

Central Office Name Bel Air  
P.O. Location Code No. 27340

LIBER 1302 FOLIO 0768

CAP TEL CO OF MD  
103 S. MICKLEY AVE.  
BEL AIR, MD. 21014

REC FE 12.00

8621850 0002 001 115:15

This Deed, Made This 8th day of January

in the year one thousand nine hundred and eighty-eight by and between

FOXBOROUGH FARMS PARTNERSHIP, a Maryland General Partnership, party

of the first part, and

FOXBOROUGH FARMS HOMEOWNERS' ASSOCIATION NO. 3, INC., a non-profit Maryland Corporation, party of the second part.

WITNESSETH, That in consideration of the sum of no consideration, and other good and valuable considerations, the receipt whereof is hereby acknowledged,

the said party of the first part

does grant and convey to the said party of the second part, its

personal representatives/successors and assigns, in fee simple, all

that tract of ground situate in Third Election District of Harford County, State of Maryland, and described as follows, that is to say:

BEGINNING FOR THE FIRST THEREOF and being all that parcel of land designated as OPEN SPACE, (4.0474 ac ±) as shown on a Plat entitled "Foxborough Farms, Plat I-Section III", which plat is recorded among the Land Records of Harford County in Plat Book C.G.H.III No. 57, folio 93.

BEGINNING FOR THE SECOND THEREOF and being all that parcel of land designated as OPEN SPACE, (5.8031 ac ±) as shown on a Plat entitled "Foxborough Farms, Plat II-Section III", which plat is recorded among the Land Records of Harford County in Plat Book C.G.H.III No. 57, folio 94.

BEGINNING FOR THE THIRD THEREOF and being all that parcel of land designated as OPEN SPACE, (3.4254 ac ±) as shown on a Plat entitled "Foxborough Farms, Plat III-Section III", which plat is recorded among the Land Records of Harford County in Plat Book C.G.H.III No. 57, folio 95.

BEGINNING FOR THE FOURTH THEREOF and being all that parcel of land designated as OPEN SPACE, (4.3243 ac ±) as shown on a Plat entitled "Foxborough Farms, Plat IV-Section III", which plat is recorded among the Land Records of Harford County in Plat Book C.G.H.III No. 57, folio 96.

BEGINNING FOR THE FIFTH THEREOF and being all of the Bod of Merry Hill Court, Littlefield Place, Valbrook Court (South), and Valbrook Court (North), (Private Roads), as laid out and delineated on Plats entitled Foxborough Farms, Plats I, II, III and IV-Section III" which plats are recorded among the Land Records of Harford County in Plat Book C.G.H.III No. 57, folios 93, 94, 95 and 96, respectively.

BEING part of all that tract of land which by Deed dated November 13, 1985, and recorded among the Land Records of Harford County in Liber C.G.H.III No. 1299, folio 788, was granted and conveyed by Arch Blake Construction Co., et al, unto Foxborough Farms Partnership, the herein named Grantor.

## STATEMENT OF INFORMATION

### FOXBOROUGH FARMS HOMEOWNERS' ASSOCIATION NO. 3, INC.

The following information is provided in accordance with the provisions of the Maryland Homeowners' Association Act and to emphasize the fact that by purchasing a lot within Foxborough Farms Section 3, the purchaser will automatically be subject to various rights, responsibilities and obligations, including among others those hereinafter set forth:

1. The name and address of the Seller is Lawrence J. Thanner, Inc., 1615 York Road, Lutherville, Maryland 21093, telephone number (301) 828-0606. Lawrence J. Thanner, Jr. is the sole stockholder and director of Lawrence J. Thanner, Inc. and he is the President and Treasurer of the company. Carol S. Ferguson is the Secretary of the company. The Declarant named in the Declaration of Covenants, Conditions and Restrictions (the "Declaration") for Foxborough Farms Homeowners' Association No. 3, Inc. is Foxborough Farms Partnership, a Maryland General Partnership whose principal address is 10 Gerard Avenue, Suite 107, Timonium, Maryland 21093.

2. The proper name of the Homeowners' Association is Foxborough Farms Homeowners' Association No. 3, Inc. (the "Association"). It is a Maryland corporation having as its registered agent Jerome Collidge, whose address is 10 Gerard Avenue, Suite 107, Timonium, Maryland 21093.

3. The property subject to Foxborough Farms Homeowners' Association No. 3, Inc. is a residential single-family development located in Harford County, Maryland containing 112 lots as the same are shown on the plats attached hereto (the "Development"). The lots shown on the plats represent all the lots currently planned and permitted for the Development. The Common Areas of the Development consist of all real property and improvements thereon owned or leased by the Association for the benefit, use and enjoyment of its members. In particular, the Common Areas include all those lands designated on the plats as "Open Space", lands occupied by private roads identified as Valbrook Court (North), Valbrook Court (South), and Littlefield Place, and lands outside said private roads designated on the plats as "Drainage and Utility Easement". The land and improvements designated on the plats as, and consisting of Cambry Drive and Foxborough Drive have been dedicated to Harford County for public use.

4. The Development forms a part of a larger development comprised of a 94 acre (+/-) tract of land (the "Land") located in the Third Election District of Harford County which was purchased by Declarant on November 13, 1985. Declarant has subdivided part of the Land by subdivision plats known as "Foxborough Farms", recorded among the Land Records of Harford County in Plat Book C.G.H.III No. 53, folios 27, 28, 29 ("Section I"); Plat Book C.G.H.III No. 55, folios 48, 49 ("Section II"); and Plat Book C.G.H.III No. 57, folios 93, 94, 95, 96 ("Section III"). Section III is the property covered by Foxborough Farms Homeowners' Association No. 3, Inc. Separate declarations have been recorded, and homeowners' associations have been formed by Declarant for Sections I and II, known as Foxborough Farms Homeowners' Association No. 1, Inc., and Foxborough Farms Homeowners' Association No. 2, Inc., respectively.

5. Declarant intends to subdivide the remainder of the Land into additional future sections of Foxborough Farms and/or phases of Section III (referred to hereafter as "Future Sections"). It is expected that a declaration will be recorded, and a homeowners' association will be formed, for each Future Section. It is expected that Future Sections will contain 114 lots. There is no time limit for Declarant's formation of Future Sections.

6. A copy of the Declaration is attached hereto.

7. A copy of the Articles of Incorporation and By-Laws is attached hereto.

8. The owner of each Lot in the Development automatically shall become a member of the Association. The affairs of the Association shall be conducted by a Board of Directors who need not be members of the Association. The Board of Directors shall have three members who shall serve one year terms, and will be elected at annual meetings of members upon nomination by the Nominating Committee of Board of Directors or nomination from the floor at the annual meeting. Election shall be by written ballot.

9. By recording the Declaration, the Association has received the non-exclusive use and right of enjoyment in common to the Common Areas as described in Paragraph 3 above. In addition to its obligation under the Declaration to maintain such Common Areas, the Association has entered into an agreement dated \_\_\_\_\_ (the "Agreement") under which it will administer a storm water management pond to be constructed in the Future Sections. The Agreement obligates the homeowners' associations for Sections I, II and III, and Future Sections to assess their members their pro rata share of the cost of further improving and maintaining the pond. Foxborough Farms Homeowners' Association No. 3, Inc. has been designated as the managing association for the pond. The roads, curbs and sidewalks contained in the Common Areas have been built to Harford County specifications application to dedicated roads and streets.

10. A copy of the Association's proposed budget is attached hereto.

11. There are no existing or proposed management contracts to which the Association is intended to be obligated.

12. The architectural design, color, appearance, landscaping and modifications of the lots in the Development will be governed by the Architectural Review Committee of the Association. The pertinent portions of the Declaration describing the Architectural Review Committee's operation and function, and the limitations and restrictions imposed on the Development are as follows:

A. Architectural Review Committee. Except for construction or development by, for or under contract with the Declarant, and except for any improvements to any lot or to the Common Areas and open spaces accomplished by the Declarant concurrently with said construction and development, and except

for purposes of proper maintenance and repair, no building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered or maintained upon the Property, nor shall any exterior addition to or change (including any change of paint color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the Architectural Review Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and conformity with the design concept for the community by an Architectural Review Committee designated by the Board of Directors.

Subject to the same limitations as hereinabove provided for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any exterior lighting, shades, screens, awnings, patio covers, fences, walls, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any improvements constructed upon any lot or upon any of the Common Areas, or to combine or otherwise join two or more dwellings, or to partition the same after combination, or to remove or alter any windows or exterior doors of any dwelling, until the complete plans and specifications, showing the location, nature, shape, height, material color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the Architectural Review Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the community by the Architectural Review Committee designated by the Board of Directors.

B. Architectural Review Committee - Operation. The Board of Directors shall appoint an Architectural Review Committee. The Architectural Review Committee shall be composed of three (3) or more natural persons initially designated by the Declarant for the first five (5) years of the Association. Thereafter, the Association may change the membership upon the requisite affirmative votes. The affirmative vote of a majority of the members of the Architectural Review Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in Article VII of the Declaration (hereafter referred to as "Article VII").

Notwithstanding the terms of Article VII, the purpose of the Committee for the first five (5) years of the Association shall be the screening of all plans and specifications submitted pursuant to the provisions of said Article and the scheduling of maintenance and repairs.

C. Approvals, Etc. Upon approval by the Architectural Review Committee of any plans and specifications submitted pursuant to the provisions of Article VII, the consent and approval of a majority of the Association's members shall be required at a special meeting or annual meeting of the Association.

If the plans and specifications fail to meet the Committee's approval, a notice shall be sent to said applicant no later than sixty (60) days from the date of application. Notice of approval of the Committee shall be due seventy-five (75) days from the date of application.

D. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural Review Committee and the Association pursuant to the provisions of Article VII shall be commenced within six (6) months following the date upon which the same are approved, and shall be substantially completed within two (2) months following the date of commencement, or within such other period as the Committee and Association shall specify in their approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Committee and members of the Association shall be conclusively deemed to have lapsed and compliance with the provisions of Article VII shall again be required.

There shall be no deviation from the plans and specifications approved by the Committee and members of the Association without the prior consent in writing of the Committee and members of the Association. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee and members of the Association to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

E. Certificate of Compliance. Upon the completion of any construction or alterations or other improvements or structure in accordance with plans and specifications approved by the Architectural Review Committee and members of the Association in accordance with the provisions of Article VII, the Architectural Review Committee shall, at the request of the owners thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Architectural Review Committee and members of the Association, and constructed or installed in full compliance with the provisions of Article VII and with such other provisions and requirements of the Declaration as may be applicable.

F. Rules and Regulations, Etc. The Architectural Review Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish and record such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details, fences, colors, set-backs, materials and other matters relative to architectural control and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of Article VII or any other provision or requirement of the Declaration. The Architectural Review Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of Article VII. The decisions of the Architectural Review Committee shall be final except that any member who is aggrieved by any action or forbearance from action

by the Committee (or by any policy, standards or guidelines established by the Committee) may appeal the decision of the Architectural Review Committee to the Board of Directors and, upon the request of such member, shall be entitled to a hearing before the Board of Directors of the Association.

G. Prohibited Use and Nuisances. Except for the activities of the Declarant during the construction or development of the community, or except with the prior written approval of the Board of Directors of the Association or the Architectural Review Committee, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the Common Areas and open spaces:

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

(2) The maintenance, keeping, boarding, housing of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited on any lot or within any dwelling, except that this shall not prohibit the keeping of dogs, cats or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes and, provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other members. The Board of Directors or, upon resolution of the Board of Directors, the Architectural Review Committee, shall have the authority, after hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other members, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and innoculated as may from time to time be required by law. Pets shall not be permitted upon the Common Areas and open spaces unless accompanied by a responsible person and unless they are carried or leashed. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate.

(3) No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials or trash of any other kind shall be permitted on any lot.

(4) Except for parking on driveways or other designated areas, and except as otherwise provided in the Declaration, no junk vehicle, unlicensed or inoperable motor vehicle, trailer, camper, recreational vehicle, van (except a van having a passenger car license), camp truck, house trailer, boat or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary or usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the Common Areas and open spaces and community facilities) shall be kept upon the Property nor (except for bona fide

emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of the Architectural Review Committee, provide and maintain a suitable area designated for the parking of such vehicles or the like.

(5) Trash and garbage shall not be permitted to remain in public view.

(6) No lot shall be divided or subdivided and no portion of any lot (other than the entire lot) shall be transferred or conveyed for any purpose. This restriction shall not apply to the Declarant and shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Association, the Declarant or any other person for any purpose.

(7) No sound hardwood trees measuring in excess of six (6) inches in diameter two (2) inches above the ground shall be removed from any lot without written approval of the Association acting through the Architectural Review Committee or duly appointed subcommittee. No tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs scenic views or sight-lines for vehicular traffic on public streets or on the private streets in the Common Areas. The Architectural Review Committee may from time to time adopt and promulgate such additional rules and regulations regarding the preservation of trees and other natural resources and wildlife as it may consider appropriate.

(8) No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, shed, stable, outdoor clothes dryer or line, shed, boat, recreational structures or other similar structures shall be erected, used or maintained on any Lot at any time.

(9) Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional sign or signs as may be maintained by the Declarant, the Declarant's Realtor, or the Association, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any lot or dwelling, provided, however, that one (1) sign, not exceeding three (3) square feet in area and not illuminated, may be attached to a dwelling where a professional office is maintained, and provided further that one (1) temporary real estate sign not exceeding six (6) square feet in area, may be erected upon any lot or attached to any dwelling placed on the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such dwelling. The provisions and limitations of this subsection shall not apply to any institutional first mortgagee of any lot who comes into possession of the lot by reason of any remedies provided by law or in such mortgage or as a result of any proceeding, arrangement, assignment or deed in lieu of foreclosure.

(10) No structure, planting or other material shall be placed or permitted to remain upon any lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may



unreasonably change, obstruct or retard direction or flow of any drainage channels.

(11) No outside television aerial or radio antenna, or other aerial or antenna for receipt or transmission, shall be maintained upon the Property.

(12) No member shall make any private or exclusive or proprietary use of any of the Common Areas and open spaces except with the specific approval of the Architectural Review Committee and the Association, and then only on a temporary basis, and no member shall engage or direct any employee of the Association on any private business of the member during the hours such employee is employed by the Association, nor shall any member direct, supervise, or in any manner attempt to assert control over any employee of the Association.

(13) No shop, retail or wholesale or other kind of store, factory, saloon, beauty parlor, doctor's office or other professional office or business house of any kind, no hospital, asylum or institution of any like or kindred nature, and no charitable institution shall be erected or maintained on the Property, but that the Property shall be used solely for residential purposes. No building shall be erected, altered, placed or permitted to remain on any part of the Property other than townhouse dwellings not to exceed three (3) stories in height.

(14) Any part of the Development and any improvements now or hereafter erected thereon may, with the written consent and approval of the Declarant, be used for the purpose of a church, school, library, place of public assembly or community meetings and for any or all of the usual purposes and functions incidental to or connected with any or all of the foregoing, but no part of the Development or any improvements now or hereafter erected thereon, shall be used for any of the aforesaid purposes set forth in this paragraph without the prior written consent and approval of the Declarant being first had and obtained.

(15) Real estate sales, management and/or construction offices may, with the written consent and approval of the Declarant, be erected, maintained and operated on any part of the Property and/or in any building or structure now or hereafter erected thereon, provided such offices are used or operated on a temporary basis in connection with the development of the property or the construction of improvements thereon, or the management, rental or sale of any part thereof or any improvements which may be now or hereafter erected thereon, but no part of the property or any part of any improvements set forth in this paragraph shall be so maintained without the prior written consent and approval of the Declarant being first had and obtained.

(16) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown in the plats.

(17) There shall be no exterior lights with exposed bulbs. Light bulbs shall not exceed sixty (60) watts.

(18) All improvements shall be subject to the prior written consent and approval of the Declarant, which shall be given only after submission of plans and specifications and all other documentation and information requested by Declarant.

H. Exterior Modifications. Excepting wreaths on an owner's door, all exterior changes, including landscaping, lighting and paint color, to all dwellings shall be prohibited without first obtaining consent, in writing, of the Architectural Review Committee and the Association, in accordance with Article VII.

I. Maintenance. The following items of maintenance shall be performed by the Association or its designated management for and on behalf of the Association, and such maintenance shall be an item of Common Expense subject to the lien for assessments created herein:

(a) the repair, replacement and maintenance of the Common Areas and open spaces and community facilities as designated in the Declaration; and

(b) the maintenance of the storm water detention basin accruing to the benefit of the members of this Association.

All other items of maintenance are to assumed by the individual lot owners of the lots designated on the aforesaid record plats.

J. Residential Use - Leasing. All dwellings shall be used for private residential purposes exclusively. Nothing contained in Article VII or elsewhere in the Declaration shall be construed to prohibit the Declarant from the use of any lot or dwelling for promotional or display purposes, or as "model homes", a sales office or the like.

K. Lease Agreements. All lease agreements shall be in writing and submitted to the Board of Directors for approval. The minimum term of all lease agreements shall be one (1) year, with an option to purchase, and shall state that the lease agreement shall be subject to the Declaration.

L. House Rules, Etc. There shall be no violation of any rules of the use of the Common Areas and open spaces and community facilities or "house rules" or other community rules and regulations not inconsistent with the provisions of the Declaration which may from time to time be adopted by the Board of Directors of the Association and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in the Declaration authorized to adopt such rules.

13. The anticipated annual Maintenance Assessment for the Association to be paid by each lot owner is One Hundred Sixty-Eight Dollars (\$168.00) per lot, payable in monthly installments of Fourteen Dollars (\$14.00); provided, however, that the Board of Directors may provide that assessments are levied and collected on a quarterly, semi-annual or annual basis, rather than monthly. The Maintenance Assessment will be levied to cover costs including, but not limited to, the following:

A. the cost of all operating expenses of the Common Areas and open spaces and community facilities and the services furnished to or in connection with the Common Areas and open spaces and community facilities, including charges by the Association for any services furnished by it; and

B. the cost of necessary management and administration of the Common Areas and open spaces and community facilities, including fees paid to any management agent; and

C. the amount of all taxes and assessments levied against the Common Areas and open spaces and community facilities; and

D. the cost of liability insurance on the Common Areas and open spaces and community facilities and the cost of such other insurance as the Association may effect with respect to the Common Areas and open spaces; and

E. the cost of utilities and other services which may be provided by the Association, whether for the Common Areas and open spaces and community facilities or for a particular lot, or both; and

F. the cost of maintaining, replacing, repairing and landscaping the Common Areas and open spaces and community facilities or the like located upon the Common Areas or open spaces and the cost of the maintenance of all pathways upon the Property, together with such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith; and

G. the cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and a reserve for replacements; and

H. all costs associated with the maintaining, replacing and repairing of any storm water detention basin accruing to the benefit of the members of this Association (see paragraph 9, above).

The Seller shall not be obligated to pay the Maintenance Assessment on lots which remain in its name for any period of time, although the Seller shall maintain the Common Areas in the Development until such time as the Association is controlled by the lot owners themselves.

14. The lot owners are not required by the Declaration to maintain fire or other insurance on the improvements constructed on their lots.

15. The Development is zoned RC-2 in accordance with the laws of Harford County.

16. There will be no mortgages or deeds of trust on any property that is a Common Area of the Development.

17. There will be no mortgages or deeds of trust which have priority over the Declaration.

18. The Maintenance Assessment will be levied on each lot owner commencing at settlement and the first monthly installment shall be payable at settlement for the balance of the month in which settlement occurs. The Maintenance Assessment shall be in amount of One Hundred Sixty-Eight Dollars (\$168.00) until January 1 of the year immediately following the first sale of a lot in the Development. Thereafter, the annual Maintenance Assessment may be increased by up to five percent (5%) per year by the Board of Directors without a vote of Association members. An increase of greater than five percent (5%) requires a vote of two-thirds (2/3) of each class of members. The Board of Directors also may levy a special maintenance assessment in any assessment year in addition to the annual assessment upon affirmative vote by a majority of the then Class A members and two-thirds (2/3) of the then Class B members. Each monthly installment of the annual Maintenance Assessment shall be due and payable on the first of each month, commencing on the first month immediately following settlement. Unpaid assessments shall be the personal obligation of the lot owner, and, in addition, may be enforced by a lien against the lot, which lien may be foreclosed in the same manner as foreclosure of a mortgage containing a power of sale and consent to decree. All costs of collection, including attorneys' fees, shall be added to the delinquent assessment. Late charges and interest may be imposed by the Board of Directors on unpaid assessments or installments thereof not paid within ten (10) days of the due date. Interest shall be charged by the Board of Directors in amount not to exceed the maximum legal rate permitted from time to time in the State of Maryland. The Board of Directors may post a list of members who are delinquent in payment of the assessment or any installment thereof. Upon failure to pay the assessment or any installment, the Board of Directors may accelerate and declare due immediately all unpaid assessments. Any first mortgage or deed of trust placed upon a lot shall contain a provision that failure to pay the assessment or any installment thereof shall also constitute a default in such mortgage or deed of trust.

19. At settlement three (3) months of assessment [Forty-Two Dollars (\$42.00)] shall be collected in addition to the monthly installment and shall be placed in a reserve account for Association expenditures.

20. The Vendor shall warrant to purchaser of each lot that it has marketable title to such lot and has not done any act to render title unmarketable.

21. The Declaration contains the following provisions with respect to the Association's remedies for violation of any of its covenants, restrictions or regulations:

In the event any violation or attempted violation of any of the covenants or restrictions contained in this Article shall occur or be maintained upon any lot, or in the event of any other conduct in violation of any of the provisions or requirements of Article VII of the Declaration, then the same shall be considered to have been undertaken in violation of Article VII and without the approval of the Architectural Review Committee and the Association, and, upon written notice from the Architectural Review Committee, such violation shall be promptly removed or abated. In the event same is not removed, or the violation is not otherwise terminated or abated, within fifteen (15) days (or

such shorter period as may be required in any such notice) after notice of such violation is delivered to the owner of the lot upon which such violation exists, or to the member responsible for such violation if the same shall be committed or attempted on premises other than the lot owned by such member, then the Association shall have the right, through its agents and employees (but only after a resolution of the Architectural Review Committee) to enter upon such lot and to take such steps as may be necessary to remove or otherwise terminate or abate such violation and the cost thereof may be assessed against the lot upon which such violation occurred, and when so assessed, a statement for the amount thereof shall be rendered to the owner of said lot, at which time the assessment shall become due and payable and a continuing lien upon such lot, and a binding personal obligation of the owner of such lot, in all such respects, and subject to the same limitations and powers as provided in Article V and VI of the Declaration. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of Article VII or any of the other provisions or requirements of the Declaration exist on such lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

22. The Declarant has reserved to itself the following rights or exemptions from the requirements of the Declaration:

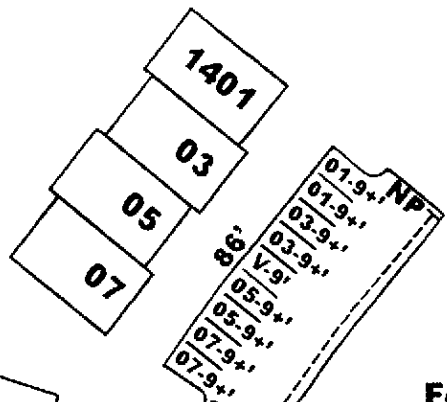
(a) The Declarant reserves a non-exclusive easement and right-of-way in, through, over and across the Common Areas and open spaces and community facilities for the purpose of the storage of building supplies and materials, the installation, construction, maintenance, reconstruction and repair of sanitary sewer lines, water lines, cables, storm drains and appurtenances to any of the same, and for all other purposes reasonably related to the completion of construction and development of the project and the provision of utility services, and related services and facilities, whether public or private, to the Property. Any and all grants made by the Declarant to the Association with respect to any of the Common Areas and open spaces and community facilities shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instruments. At the request in writing of the Declarant, the Association shall from time to time execute, acknowledge and deliver to the Declarant such further assurances of this reservation as may be necessary.

(b) The Declarant reserves the absolute right to grant easements and rights-of-way, both temporary and permanent, over the Common Areas and open spaces and community facilities, to any and all governmental and quasi-governmental authorities and to any and all public utilities.

(c) All those qualifications and reservations set forth in paragraph 12, above.

23. The Association shall be obligated to administer the storm water management pond to be constructed in Future Sections, as described in Paragraph 9 above, and its members shall be assessed a share of the maintenance cost of the pond.

24. The Common Areas of the Development will not carry title insurance.

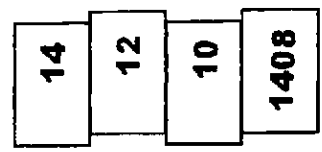
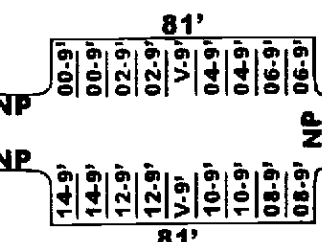
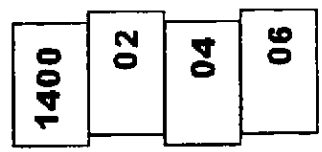
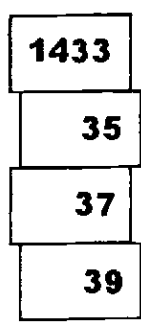
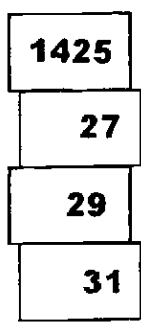
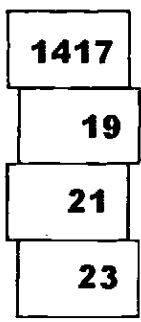
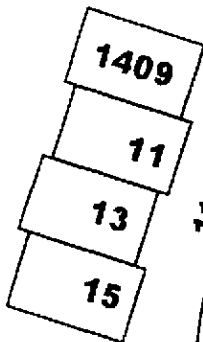


**Foxborough Farms HOA #3  
Parking for Valbrook Court South**

**Effective Date: February 1, 2004**

**V - Visitor/Overflow  
NP - No Parking  
No Parallel Parking during Harford  
County-declared snow emergency**

**(Note: Drawing is not to scale)**



85'  
81'  
98'  
80'

Parallel Parking  
Parallel Parking  
sign

West Entrance



**Foxborough Farms HOA #3  
Parking for Littlefield Place**

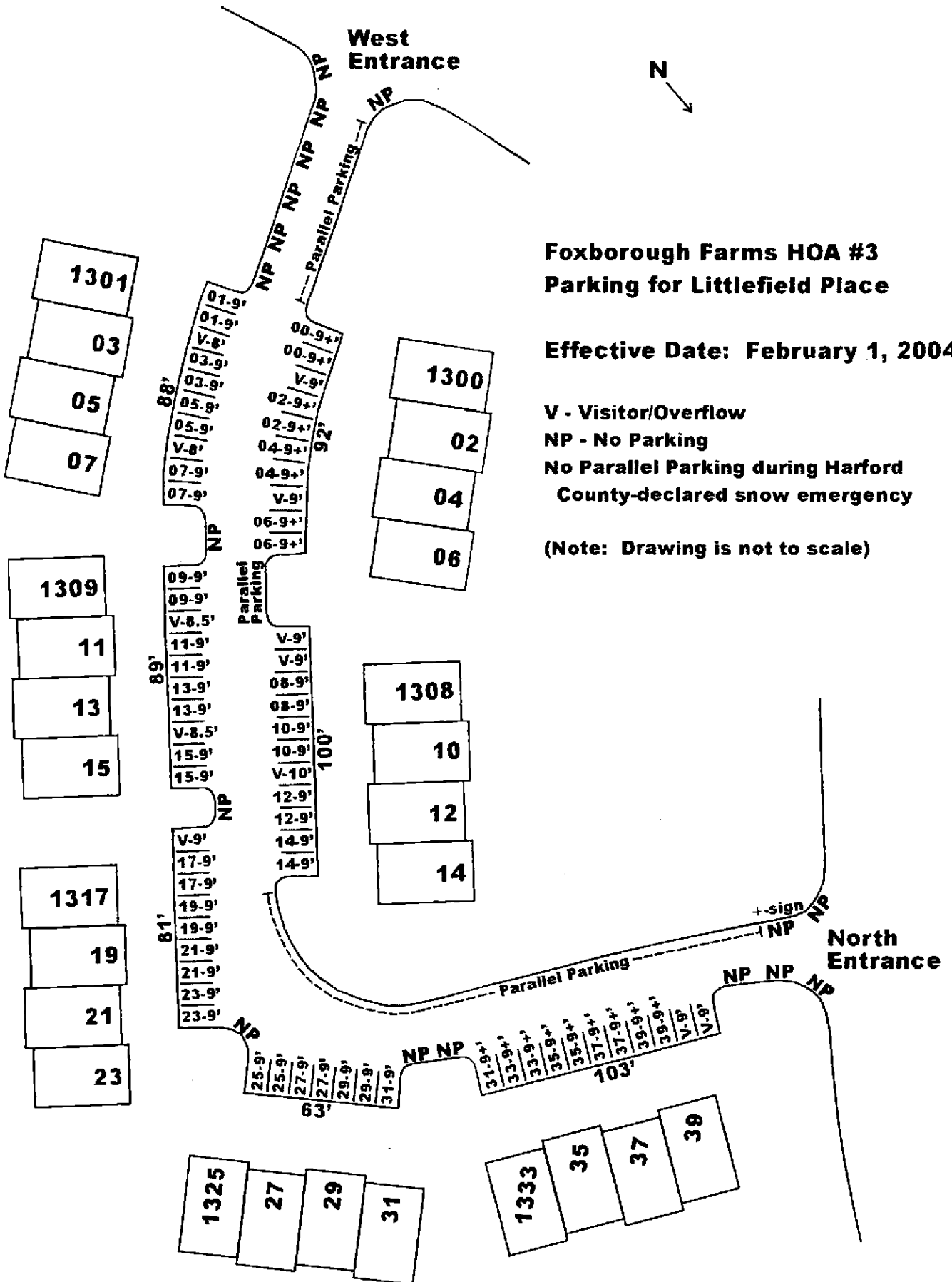
**Effective Date: February 1, 2004**

**V - Visitor/Overflow**

**NP - No Parking**

**No Parallel Parking during Harford  
County-declared snow emergency**

**(Note: Drawing is not to scale)**





# Income Statement Budget

## Foxborough Farms Homeowners Association No. 3, Inc.

April 2024



	Current Period			Year-to-date			Annual	Remaining
	Actual	Budget	Variance	Actual	Budget	Variance	Budget	Budget
<b>Revenue</b>								
<b>Revenue</b>								
5111 - Assessment Income	10,907.50	12,320.00	(1,412.50)	50,070.00	49,280.00	790.00	147,840.00	97,770.00
5330 - Interest Income-Reserves	0.00	0.00	0.00	0.55	0.00	0.55	0.00	(0.55)
5335 - Interest Income-Owners	0.00	0.00	0.00	13.30	0.00	13.30	0.00	(13.30)
5501 - Stormwater Management	0.00	166.67	(166.67)	1,320.00	666.68	653.32	2,000.00	680.00
5599 - Returned Item Fee	30.00	0.00	30.00	30.00	0.00	30.00	0.00	(30.00)
<b>Total: Revenue</b>	<b>10,937.50</b>	<b>12,486.67</b>	<b>(1,549.17)</b>	<b>51,433.85</b>	<b>49,946.68</b>	<b>1,487.17</b>	<b>149,840.00</b>	<b>98,406.15</b>
<b>Total: Revenue</b>	<b>10,937.50</b>	<b>12,486.67</b>	<b>(1,549.17)</b>	<b>51,433.85</b>	<b>49,946.68</b>	<b>1,487.17</b>	<b>149,840.00</b>	<b>98,406.15</b>
<b>Expense</b>								
<b>Expense</b>								
6510 - Repairs & Maintenance	0.00	416.67	(416.67)	6,076.00	1,666.68	4,409.32	5,000.00	(1,076.00)
6530 - Grounds Care	1,748.34	1,748.33	0.01	11,871.70	6,993.32	4,878.38	20,980.00	9,108.30
6550 - Snow Removal	0.00	333.33	(333.33)	3,953.00	1,333.32	2,619.68	4,000.00	47.00
6560 - Stormwater Management	0.00	166.67	(166.67)	0.00	666.68	(666.68)	2,000.00	2,000.00
6575 - Tree Removal	0.00	1,666.67	(1,666.67)	3,600.00	6,666.68	(3,066.68)	20,000.00	16,400.00
7710 - Management Fees	813.12	813.17	(0.05)	3,252.48	3,252.68	(0.20)	9,758.00	6,505.52
7720 - Insurance	0.00	154.17	(154.17)	0.00	616.68	(616.68)	1,850.00	1,850.00
7730 - Legal Fees	0.00	41.67	(41.67)	0.00	166.68	(166.68)	500.00	500.00
7735 - Office/Postage Expense	83.85	166.67	(82.82)	677.80	666.68	11.12	2,000.00	1,322.20
7745 - Accounting Fees	0.00	35.42	(35.42)	400.00	141.68	258.32	425.00	25.00
7760 - Community Expense	0.00	141.67	(141.67)	0.00	566.68	(566.68)	1,700.00	1,700.00
7790 - Reserve Study	0.00	20.83	(20.83)	0.00	83.32	(83.32)	250.00	250.00
8640 - Trash Removal	3,864.00	3,864.00	0.00	15,806.00	15,456.00	350.00	46,368.00	30,562.00
9910 - Reserve Transfer - Roads	5,508.00	2,754.00	2,754.00	11,016.00	11,016.00	0.00	33,048.00	22,032.00
9920 - Reserve Transfer - Contingency	326.84	163.42	163.42	653.68	653.68	0.00	1,961.00	1,307.32
<b>Total: Expense</b>	<b>12,344.15</b>	<b>12,486.69</b>	<b>(142.54)</b>	<b>57,306.66</b>	<b>49,946.76</b>	<b>7,359.90</b>	<b>149,840.00</b>	<b>92,533.34</b>
<b>Total: Expense</b>	<b>12,344.15</b>	<b>12,486.69</b>	<b>(142.54)</b>	<b>57,306.66</b>	<b>49,946.76</b>	<b>7,359.90</b>	<b>149,840.00</b>	<b>92,533.34</b>
<b>Net Income</b>	<b>(1,406.65)</b>	<b>(0.02)</b>	<b>(1,406.63)</b>	<b>(5,872.81)</b>	<b>(0.08)</b>	<b>(5,872.73)</b>	<b>0.00</b>	<b>5,872.81</b>

**Insurance Dec Page**  
**Foxborough Farms III Homeowners Association**

Order: KMTDND3Y6  
Address: 1449 Valbrook Ct N  
Order Date: 05-16-2024  
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STATE FARM FIRE AND CASUALTY COMPANY  
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

Po Box 2915  
Bloomington IL 61702-2915

**Named Insured**

M-21-119E-FB75 F V

FOXBOROUGH FARMS  
HOMEOWNERS ASSOCIATION #3  
C/O MRA PROPERTY  
3103 EMMORTON RD  
ABINGDON MD 21009-2014



**INLAND MARINE ATTACHING DECLARATIONS**

<b>Policy Number</b>	<b>90-EB-5120-8</b>	
<b>Policy Period</b>	<b>Effective Date</b>	<b>Expiration Date</b>
12 Months	OCT 15 2023	OCT 15 2024
The policy period begins and ends at 12:01 am standard time at the premises location.		

ST-1  
0513-1001

**ATTACHING INLAND MARINE**

**Automatic Renewal** - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

**Annual Policy Premium** Included

The above Premium Amount is included in the Policy Premium shown on the Declarations.

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

**Forms, Options, and Endorsements**

FE-8739 Inland Marine Conditions  
FE-8743.1 Inland Marine Computer Prop

See Reverse for Schedule Page with Limits

Prepared  
AUG 17 2023  
FD-6007

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017236

# HOMEOWNERS ASSOCIATION RESALE CERTIFICATE

## Foxborough Farms III Homeowners Association

**Current Owner: George Weiner Jean Bosak**  
**Property Address: 1449 Valbrook Ct N**  
**Bel Air, MD 21015-5783**

**Date Prepared: 05-17-2024**

This Resale Certificate is being furnished to the selling unit owner named above by the Association.

The following items are attached to this certificate:

1. A copy of the Articles of Incorporation
2. A copy of the Declaration (other than plats)
3. A copy of the by-laws; and
4. A copy of the rules and regulations of the association
5. The following information should be conveyed by the selling unit owner to the purchaser.

The effect on the proposed conveyance of any right of first refusal or other restraint on the free alienability of the selling unit other than any restraint created by the selling unit owner is as follows:

**None**

The selling unit is subject to a common expense assessment as follows:

**\$110.00 Monthly**

**\*\*fees subject to increase**

As of the date of this Certificate, the following unpaid common expenses or special assessments adopted by the Association that is due and payable from the selling unit owner are:

**0**

Common expense assessments will continue to accrue in the stated amount, subject to the adoption of any budget changes, and will be due and payable by the selling unit owner until the selling unit has been conveyed.

Assessments which become due and payable after the date of this Certificate and prior to the conveyance of the selling unit, and which remain unpaid by the selling unit owner, may constitute a lien against the selling unit. If unpaid, this accrual must be added to the unpaid amount, if any, stated above, as of the date of conveyance of the selling unit.

Other than common expenses and special assessments, the following fees are payable by the unit owners to the Association:

Capital expenditures approved by the Association planned at the time of conveyance which are not reflected in the current operating budget are:

Attached is the most recently prepared balance sheet and income expense statement (dated as):

# HOMEOWNERS ASSOCIATION RESALE CERTIFICATE

## Foxborough Farms III Homeowners Association

**attached are the April Financials.**

The current operating budget of the Association is attached and is for fiscal year:

**2024**

Does the budget include the current reserve study report or a summary of the report, a statement of the status and amount of any reserve or replacement fund?

**Yes**

Judgments against the Association as of the date of this Certificate are:

**None**

Unsatisfied judgments as of the date of this certificate are listed here. As of the date of this Certificate, the Association is a party to the following pending lawsuits, excluding assessment collection suits:

The Insurance Policies provided for the benefit of the Association can be obtained from:

**State Farm Insurance**

**Fred Simmons**

**410-272-4797**

The Association has knowledge that the following violates a provision of the declaration, by-laws, or rules or regulations; including any alteration or improvement to the selling unit, or to the limited common elements assigned to the selling unit.

The policy is available for inspection during normal business hours at the offices of MRA Property Management, 3103 Emmorton Road, Abingdon, MD 21009. The terms of the policy prevail over the description given in this Certificate.

The Association has actual knowledge of the following violation of the applicable health or building codes with respect to the common elements of the Association:

**None**

The recreational or other facilities which are to be used or maintained by the unit owners or the Association are:

**None**

To the best of the knowledge, information, and belief of the Board of Directors of the association, and its agents engaged in the preparation of this Resale Certificate, the statements contained in this Certificate are accurate and complete as of the date of issuance.

# HOMEOWNERS ASSOCIATION RESALE CERTIFICATE

## Foxborough Farms III Homeowners Association

By purchasing a lot within this development, you will automatically be subject to various rights, responsibilities, and obligations, including the obligation to pay certain assessments to the Homeowners Association within the development. The lot you are purchasing may have restrictions on:

- a. Architectural changes, design, color, landscaping, or appearance;
- b. Occupancy density;
- c. Kind, number or use of vehicle;
- d. Renting, leasing, mortgaging, or conveying property;
- e. Commercial activity; or
- f. Other matters.

### TO BE COMPLETED BY THE SELLING UNIT OWNER

The selling unit owner has knowledge that the following alteration to the selling unit or to the limited common elements assigned to the selling unit violates a provision of the declaration, by-laws, or rules and regulations:

The selling unit owner has knowledge of the existence of the following violation of the health or building codes with respect to the selling unit or the limited common elements assigned to the selling unit:

# HOMEOWNERS ASSOCIATION RESALE CERTIFICATE

## Foxborough Farms III Homeowners Association

### Comments

\*\*monthly fees subject to increase

**Reserve Reports**  
**Foxborough Farms III Homeowners Association**

Order: KMTEND3Y6  
Address: 1449 Valbrook Ct N  
Order Date: 05-16-2024  
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# Foxborough Farms 3 Comm Assoc Inc

## Level 1 Reserve Study



**Report Period - 1/1/2024 to 12/31/2024**

<b>Client Reference Number</b>	<b>21940</b>
<b>Property Type</b>	<b>Townhouse</b>
<b>Fiscal Year End</b>	<b>12/31</b>
<b>Type of Study</b>	<b>Full Study</b>
<b>Date of Site Visit</b>	<b>7/6/2023</b>
<b>Prepared By</b>	<b>Robert Forney</b>
<b>NV Permit #</b>	<b>RSS.0000004</b>
<b>Analysis Method</b>	<b>Cash Flow</b>
<b>Funding Goal</b>	<b>Full Funding</b>

**Report prepared on - Aug 11, 2023**



Complex Solutions Ltd  
TEL: (702) 361-0111 | Fax: (702) 361-6685  
www.ComplexSolutionsLtd.com  
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# Executive Summary - Foxborough Farms 3 Comm Assoc Inc - ID # 21940

Information to complete this Full Study was gathered by performing an on-site visit of the common area elements. In addition, we may also have obtained information by contacting any vendors and/or contractors that have worked on the property recently, as well as communicating with the property representative (BOD Member and/or Community Manager). To the best of our knowledge, the conclusions and recommendations of this report are considered reliable and accurate insofar as the information obtained from these sources.

<b>Projected Starting Balance as of 1/1/2024</b>	<b>\$28,297</b>
<b>Ideal Reserve Balance as of 1/1/2024</b>	<b>\$129,442</b>
<b>Percent Funded as of 1/1/2024</b>	<b>22%</b>
<b>Recommended Reserve Contribution (per month)</b>	<b>\$2,250</b>
<b>Recommended Special Assessment (FY 2024)</b>	<b>\$0</b>

## Property Details

Foxborough Farms 3 Comm Assoc Inc is a 117-unit townhouse community. The association's reserve responsibilities include the maintenance of the asphalt surfaces, common area tree maintenance, as well as a 20% portion of the costs associated with a shared storm water basin.

## Currently Programmed Projected

Projects programmed to occur this fiscal year (FY 2024) include: Asphalt - Preventive Maintenance (Comp #402). We have programmed an estimated \$20,000 in reserve expenditures toward the completion of these projects. (See Page(s) 16)

## Significant Reserve Projects

The association's significant reserve projects include: Tree Maintenance - Perform (Comp #1802). Asphalt - Major Rehab. (Comp #401). Asphalt - Preventive Maintenance (Comp #402). Mailboxes - Replace (Comp #803). The fiscal significance of these components is approximately 43%, 26%, 17% and 5% respectively. A component's significance is calculated by dividing its replacement cost by its useful life. In this way, not only is a component's replacement cost considered but also the frequency of occurrence. These components most significantly contribute to the total monthly reserve contribution. As these components have a high level of fiscal significance the association should properly maintain them to ensure they reach their full useful lives. (See Page(s) 11)

## Reserve Funding

In comparing the projected starting reserve balance of \$28,297.08 versus the ideal reserve balance of \$129,441.67 we find the association's reserve fund to be approximately 22% funded. This indicates a relatively weak reserve fund position. In order to strengthen the account fund, we suggest adopting a monthly reserve contribution of \$2,250 (\$19.23/unit) per month. If the contribution falls below this rate, then the reserve fund may fall into a situation where special assessments, deferred maintenance, and lower property values are likely at some point in the future.

## Starting Reserve Balance

The starting reserve balance was provided by the client and was calculated as follows: \$25,996.67 balance as of 5/31/23 plus seven months of reserve contributions of \$328.63 a month for an estimated reserve balance of approximately \$28,297.08 at 1/1/2024.

**D R A F T**

Foxborough Farms 3 Comm Assoc Inc  
Prepared for FYE 12/31/2024  
Version 1.0

Order: KMTTHND3Y6  
Address: 1449 Valbrook Ct N  
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# Introduction

## Reserve Study Purpose

The purpose of this Reserve Study is to provide the board with a budgeting tool to help ensure that there are adequate reserve funds available to perform future reserve projects. In this respect our estimates of the current and future Fully Funded balances are less significant than the recommended reserve contribution. The board should weigh carefully our recommendations when setting the Reserve Contribution. The detailed schedules will serve as an advanced warning that major projects will need to be addressed in the future. This will allow the Board of Directors to have ample time to obtain competitive estimates and bids that will result in cost savings to the individual homeowners. It will also ensure the physical well-being of the property and ultimately enhance each owner's investment, while limiting the possibility of unexpected major projects that may lead to special assessments.

## Preparer's Credentials

This reserve study was prepared under the responsible charge of Robert Forney. Any persons assisting in the preparation of this study worked under his responsible charge and have appropriate experience and training. Mr. Forney has been preparing Reserve Studies since 2001. He serves on the board of the Association of Professional Reserve Analysts and is a frequent speaker on reserve study topics for trade organizations as well as management companies and individual client.

- Nevada permit number RSS.0000004
- Vice President of The Association of Professional Reserve Analysts (APRA)
- Holds the APRA "Professional Reserve Analyst" designation
- Personally has prepared over 3,000 reserve studies.
- Created the proprietary software and databases used to prepare Complex Solutions' reserve studies. This proprietary software gives Complex Solutions the freedom and ability to create reports tailored to the individual client's needs.
- Projects have ranged in size from small apartment-style condominium communities to 1000+ Planned Unit Communities.
- Clients have ranged from developers interested in setting initial reserve accounts for communities under construction to high-rise communities, worship facilities, day schools and more.
- Active member of three local chapters of CAI (Nevada, Utah, and Channel Islands, CA).
- Frequent guest speaker for trade organizations, management companies, and other entities
- Member of CAMEO (Community Association Management Executive Officers)

## Budget Breakdown

Every association conducts their business within a budget. There are typically two main parts to this budget, the Operating budget and the Reserve budget. The operating budget typically includes all expenses that occur on an annual basis as well as general maintenance and repairs. Typical Operating budget line items include management fees, maintenance expenses, utilities, etc. The reserves are primarily made up of capital replacement items such as roofing, fencing, mechanical equipment, etc., that do not normally occur on an annual basis. Typically, the reserve contribution makes up 15% - 40% of the association's total budget. Therefore, reserves are considered to be a major part of the overall monthly association assessment.

## Report Sections

The **Reserve Analysis Section** contains the evaluation of the association's reserve balance, income, and expenses. It includes a finding of the client's current reserve fund status (measured as percent funded) and a recommendation for an appropriate reserve allocation rate (also known as the funding plan).

The **Component Evaluation Section** contains information regarding the physical status and replacement cost of major common area components the association is responsible to maintain. It is important to understand that while the component inventory will remain relatively "stable" from year to year, the condition assessment and life estimates will most likely vary from year to year.

**D R A F T**

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# General Information and Frequently Asked Questions

## Is it the law to have a Reserve Study conducted?

The Government requires reserve analyses in approximately 20 States. Even if it is not currently governed by your State, the chances are very good that the documents of the association require the association to have a reserve fund established. This doesn't mean a Reserve Study is required, but how are you going to know if you have enough funds in the reserve account if you don't have the proper information? Some associations look at the Reserve fund and think that \$500,000 is a lot of money and they are in good shape. What they don't know is that the roof is going to need to be replaced within 5 years, and the cost of the roof is going to exceed \$750,000. So while \$500,000 sounds like a lot of money, in reality it won't even cover the cost of a roof, let alone all the other amenities the association is responsible to maintain.

## Why is it important to perform a Reserve Study?

As previously mentioned, the reserve allocation makes up a significant portion of the total monthly assessment. This report provides the essential information that is needed to guide the Board of Directors in establishing the reserve portion of the total monthly assessment. The reserve fund is critical to the future of the association because it helps ensure that significant reserve projects can be completed on time with quality contractors. In this way deferred maintenance can be avoided as well as the lower property values that typically accompanies it. It is suggested that a third party professionally prepare the Reserve Study since there is no vested interest in the property.

## After we have a Reserve Study completed, what do we do with it?

Hopefully, you will not look at this report and think it is too cumbersome to comprehend. Our intention is to make this Reserve Study easy to read and understand. Please take the time to review it carefully and make sure the "main ingredients" (component information) are complete and accurate. If there are any components that the association feels should be added, removed, or altered as well as any other inaccuracies or changes that should be made, please inform us immediately so we may revise the report. In order to ensure the Board understands its role in the completion of this report, all reports are labeled as "DRAFT" until their input has been given and the report has been approved as finalized. **Note to user:** If this report has a "DRAFT" watermark it is not a finalized report and is not to be relied upon or used for budgeting purposes.

Once you feel the report is an accurate tool to work from, use it to help establish your budget for the upcoming fiscal year. The reserve allocation makes up a large portion of the total monthly assessment and this report should help you determine the correct amount of money to go into the reserve fund. Additionally, the Reserve Study should act as a guide to obtain proposals in advance of pending projects. This will give you an opportunity to shop around for the best price available.

## How often do we update or review the Reserve Study?

Unfortunately, there is a misconception that these reports are good for an extended period of time since the report has projections for the next 30 years. Just like any major line item in the budget, the Reserve Study should be professionally reviewed (Level III "no site visit" update study) each year before the budget is established. Invariably, some assumptions have to be made during the compilation of this analysis. Anticipated events may not materialize and unpredictable circumstances could occur. Deterioration rates and repair/replacement costs will vary from causes that are unforeseen. Earned interest rates may vary from year to year. These variations could alter the results of the Reserve Study. Because of this projected future Fully Funded balances cannot be relied upon (in other words the Fully Funded balance for the current year of a report prepared 3 years earlier cannot be considered accurate or reliable). Therefore, this analysis should be professionally reviewed annually, and a "site visit" reserve study should be conducted at least once every three years

## What is a "Reserve Component" versus an "Operating Component"?

A "Reserve" component is an item that is the responsibility of the association to maintain, has a limited useful life, predictable remaining useful life, typically occurs on a cyclical basis that exceeds 1 year, and costs above a minimum threshold amount. An "Operating" expense is typically a fixed expense that occurs on an annual basis. For instance, minor repairs to a roof for damage caused by high winds or other weather elements would be considered an "Operating" expense. However, if the entire roof needs to be replaced because it has reached the end of its life expectancy, then the replacement would be considered a reserve expense.

## What are the GREY areas of "maintenance" items that are often seen in a Reserve Study?

One of the most popular questions revolves around major "maintenance" items, such as painting the buildings or seal coating the asphalt. You may hear from your accountant that since painting or seal coating is not replacing a "capital" item, it cannot be considered a Reserve issue. However, it is the opinion of several major Reserve Study providers, including Complex Solutions Ltd, that these items are considered to be major expenses that occur on a cyclical basis. Therefore, it makes it very difficult to ignore a major expense that meets the criteria to be considered a reserve component. Once explained in this context, many accountants tend to agree and will include any expenses, such as these examples, as a reserve component.

**DRAFT**

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## What are the GREY areas of major expenses that are not included in a Reserve Study?

Some components may appear to satisfy the requirements of being a reserve component but are still not included in the reserve study. Several Reserve Study providers, including Complex Solutions Ltd, limit the component list to physical components of the common area that are owned by the association. Certain elements of an association's common area, such as leased items, or non-physical components such as future reserve studies, financial audits, inspection reports etc. are not included in our reserve studies. In addition we typically do not fund for utility systems, plumbing, or components with an extended useful life. Associations that feel any of these components should be included in our reserve study should notify us with their request. These components will be added to help the association better plan and prepare their own budget and will not necessarily reflect the professional opinions of Complex Solutions Ltd.

## Information and Data Gathered

It is important for the client, homeowners, and potential future homeowners to understand that the information contained in this analysis is based on estimates and assumptions gathered from various sources. Estimated life expectancies and cycles are based upon conditions that were readily visible and accessible at the time of the site visit. No destructive or intrusive methods (such as entering the walls to inspect the condition of electrical wiring, plumbing lines, and telephone wires) were performed. In addition, environmental hazards (such as lead paint, asbestos, radon, etc.), construction defects, and acts of nature have also been excluded from this report. If problem areas were revealed, a reasonable effort has been made to include these items within the report. While every effort has been made to ensure accurate results, this report reflects the judgment of Complex Solutions Ltd and should not be construed as a guarantee or assurance of predicting future events.

## What happens during the Site Visit? (Site Visit Studies Only)

The Site Visit was conducted of the common areas as reported by client. There may be certain areas that are not located inside the community but still a part of the association's common area. This may include drainage easements or landscaped areas located outside of the community, such as across a street. It is the responsibility of the Association to inform us of all common area locations. From our site visit we identified those common area components that we have determined require reserve funding. Based on information provided by the client, client's vendors, and our assessment of the components we have developed a component list and life and cost estimates.

## What is the Financial Analysis?

We project the starting balance by taking the most recent reserve fund balance as stated by the client and add expected reserve contributions to the end of the fiscal year. We then subtract the expenses of any pending projects. We compare this number to the Fully Funded Balance and arrive at the Percent Funded level. Based on that level of funding we then recommend a Funding Plan to help ensure the adequacy of funding in the future

**Percent Funded Breakdown:** The percentage of the current reserve fund balance versus the Fully Funded Balance. A “snap-shot” indicator of the general strength of the account at the time of report preparation. Because many variables affect the Fully Funded balance it is more important to maintain the recommended reserve contribution or “cash flow” moving forward rather than striving to attain a certain Fully Funded figure.

### Measures of strength are as follows:

**0% - 30% Funded** is generally considered to be a “weak” financial position. Associations that fall into this category are subject to higher frequencies of special assessments and deferred maintenance, which could lead to lower property values. Furthermore, should components fail sooner than expected our recommendations may not be enough to get the community into a better financial position. In this case additional actions beyond our initial recommendations may be necessary to improve the financial strength of the reserve fund.

**31% - 69% Funded** is generally considered a “fair” financial position. The majority of associations fall into this category. While this doesn't represent financial strength and stability, the likelihood of special assessments and deferred maintenance is diminished. Effort should be taken to continue strengthening the financial position of the reserve fund.

**70% - 99% Funded** is generally considered a “strong” financial position. This indicates financial strength of a reserve fund and every attempt to maintain this level should be a goal of the association.

**100% Funded** is considered an “ideal” financial position. This means that the association theoretically has the exact amount of funds in the reserve account.

**100%+ Funded** is considered over-funded. This means that the association has more reserve funds than the theoretically ideal amount.

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## Disclosures:

Information provided to the preparer of a reserve study by an official representative of the association regarding financial, historical, physical, quantitative or reserve project issues will be deemed reliable by the preparer. A reserve study will be a reflection of information provided to the preparer of the reserve study. The total of actual or projected reserves required as presented in the reserve study is based upon information provided that was not audited.

A reserve study is not intended to be used to perform an audit, an analysis of quality, a forensic study or a background check of historical records. A site visit conducted in conjunction with a reserve study should not be deemed to be a project audit or quality inspection.

The results of this study are based on the independent opinion of the preparer and his experience and research during the course of his career in preparing Reserve Studies. In addition any opinions of experts on certain components have been gathered through research within their industry and with client's actual vendors. There is no implied warranty or guarantee regarding our life and cost estimates/predictions. There is no implied warranty or guarantee in any of our work product. Our results and findings will vary from another preparer's results and findings. A Reserve Study is necessarily a work in progress and subsequent Reserve Studies will vary from prior studies.

Estimated life expectancies and life cycles are based upon conditions that were readily accessible and visible at the time of the site visit. We did not destroy any landscape work, building walls, or perform any methods of intrusive investigation during the site visit. In these cases, information may have been obtained by contacting the contractor or vendor that has worked on the property. The physical analysis performed during this site visit is not intended to be exhaustive in nature and may include representative sampling.

The projected life expectancy of the major components and the funding needs of the reserves of the association are based upon the association performing appropriate routine and preventative maintenance for each major component. Failure to perform such maintenance can negatively impact the remaining useful life of the major components and dramatically increase the funding needs of the reserves of the association.

This Reserve Study assumes that all construction assemblies and components identified herein are built properly and are free from defects in materials and/or workmanship. Defects can lead to reduced useful life and premature failure. It was not the intent of this Reserve Study to inspect for or to identify defects. If defects exist, repairs should be made so that the construction components and assemblies at the community reach their full and expected useful lives.

We have assumed any and all components have been properly built and will reach normal, typical life expectancies. In general a reserve study is not intended to identify or fund for construction defects. We did not and will not look for or identify construction defects during our site visit.

**Site Visits:** Should a site visit have been performed during the preparation of this reserve study no invasive testing was performed. The physical analysis performed during the site visit was not intended to be exhaustive in nature and may have included representative sampling.

**Update Reserve Studies: Level II Studies:** Quantities of major components as reported in previous reserve studies are deemed to be accurate and reliable. The reserve study relies upon the validity of previous reserve studies. **Level III Studies:** In addition to the above we have not visited the property when completing a Level III "No Site Visit" study. Therefore we have not verified the current condition of the common area components.

**Insurance:** We carry general and professional liability insurance as well as workers' compensation insurance.

**Actual or Perceived Conflicts of Interest:** Unless otherwise stated there are no potential actual or perceived conflicts of interest that we are aware of.

**Inflation and Interest Rates:** The after tax interest rate used in the financial analysis may or may not be based on the clients reported after tax interest rate. If it is we have not verified or audited the reported rate. The interest rate may also be based on an amount we believe appropriate given the 30-year horizon of this study and may or may not reflect current or historical inflation rates.

**California Clients:** CA Civil Code §5551 requires California condominium associations with 3 or more units to inspect all exterior elevated elements "that extend beyond the exterior walls of the building to deliver structural loads to the building from decks, balconies, stairways, walkways, and their railings, that have a walking surface elevated more than six feet above ground level, that are designed for human occupancy or use, and that are supported in whole or in substantial part by wood or wood-based products." We have not determined if any exterior elevated element is required to be inspected pursuant to CA Civil Code §5551. Any funding for such inspections within this report is not a determination that your association is required to perform such inspection on any of the exterior elements. Further lack of funding for these inspection is not a determination that your association is not required to perform such inspections. We recommend contacting your association's legal counsel for such a determination. Further we do not warrant that any such inspections have occurred and are not responsible for the findings of any such inspection. Should any such inspection recommend remediation or repairs we recommend those repairs be performed immediately as required whether or not they are funded for in this report. We will not/have not performed any inspections that would comply with CA Civil Code §5551 on your exterior elevated elements. This reserve study is a budgeting tool and nothing within this study should be construed as a requirement to perform any specific maintenance at any time or cost.

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# Funding Summary

## Beginning Assumptions

---

# of units	117
Fiscal Year End	12/31
Budgeted Monthly Reserve Contribution	\$329
Projected Starting Reserve Balance	\$28,297
Ideal Starting Reserve Balance	\$129,442

## Economic Assumptions

---

Current Inflation Rate	3.00%
Reported After-Tax Interest Rate	0.50%

## Current Reserve Status

---

Current Balance as a % of Ideal Balance	22%
---	-----

## Recommendations

---

Recommended Special Assessment (FY 2024)	\$0
Recommended Monthly Reserve Contribution	\$2,250
Per Unit	\$19.23
Future Annual Increases	4.75%
For number of years:	14
Increases thereafter:	0.85%

## Changes From Prior Year

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Recommended Increase to Reserve Contribution as Percentage	\$1,921 585%
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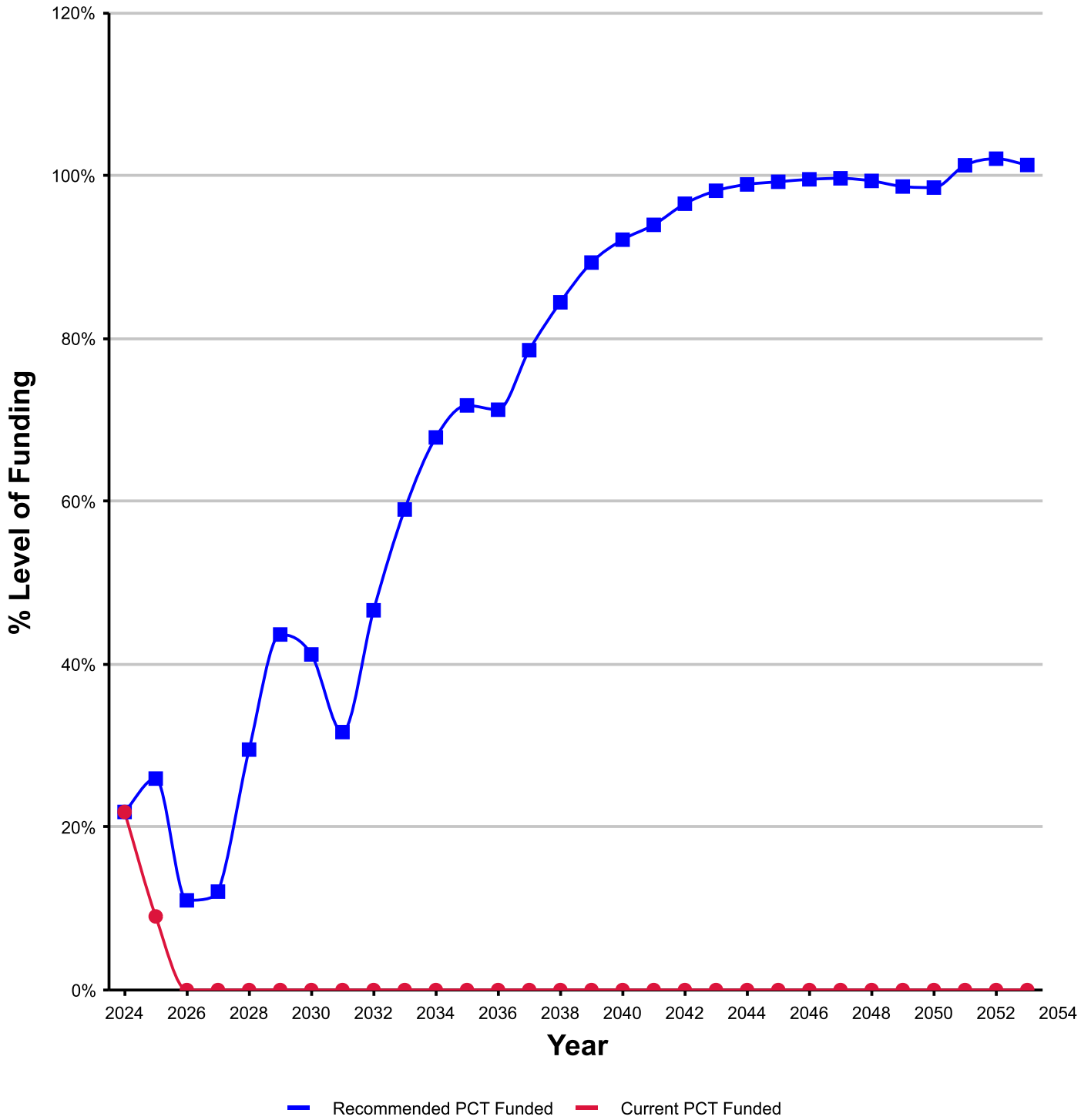
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# Percent Funded - Graph



## Component Funding Information

ID	Component Name	UL	RUL	Quantity	Average Current Cost	Ideal Balance	Current Fund Balance	Monthly
401	Asphalt - Major Rehab.	30	25	Approx 79,725 Sq.ft.	\$179,388	\$29,898	\$0	\$580.51
402	Asphalt - Preventive Maintenance	5	0	Approx 79,725 Sq.ft.	\$20,000	\$20,000	\$20,000	\$388.33
403	Concrete - Repair/Replace	10	3	Allowance	\$4,000	\$2,800	\$0	\$38.83
803	Mailboxes - Replace	20	2	(117) Boxes	\$21,938	\$19,744	\$0	\$106.49
1802	Tree Maintenance - Perform	5	1	Allowance	\$50,000	\$40,000	\$8,297	\$970.81
2006	Storm Detention Basins - Major Rehab.	25	5	(1) Basin	\$17,500	\$14,000	\$0	\$67.96
2007	Storm Detention Basins - Minor Rehab. (Shared)	5	2	(1) Basin	\$5,000	\$3,000	\$0	\$97.08
<b>Grand Total:</b>					<b>\$297,825</b>	<b>\$129,442</b>	<b>\$28,297</b>	<b>\$2,250</b>

**Current Fund Balance as a percentage of Ideal Balance: 22%**

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## Yearly Summary

Year	Beginning Fully Funded Balance	Beginning Reserve Balance	Beginning % Funded	Reserve Contributions	Interest Income	Reserve Expenses	Ending Reserve Balance	Ending Fully Funded Balance
2024	\$129,442	\$28,297	22%	\$27,000	\$159	\$20,000	\$35,456	\$136,597
2025	\$136,597	\$35,456	26%	\$28,283	\$120	\$51,500	\$12,358	\$112,237
2026	\$112,237	\$12,358	11%	\$29,626	\$65	\$28,578	\$13,471	\$111,495
2027	\$111,495	\$13,471	12%	\$31,033	\$134	\$4,371	\$40,267	\$136,423
2028	\$136,423	\$40,267	30%	\$32,507	\$283	\$0	\$73,058	\$167,383
2029	\$167,383	\$73,058	44%	\$34,051	\$343	\$43,473	\$63,979	\$155,302
2030	\$155,302	\$63,979	41%	\$35,669	\$260	\$59,703	\$40,206	\$126,971
2031	\$126,971	\$40,206	32%	\$37,363	\$280	\$6,149	\$71,699	\$153,806
2032	\$153,806	\$71,699	47%	\$39,138	\$457	\$0	\$111,294	\$188,660
2033	\$188,660	\$111,294	59%	\$40,997	\$660	\$0	\$152,951	\$225,467
2034	\$225,467	\$152,951	68%	\$42,944	\$807	\$26,878	\$169,824	\$236,628
2035	\$236,628	\$169,824	72%	\$44,984	\$790	\$69,212	\$146,387	\$205,483
2036	\$205,483	\$146,387	71%	\$47,121	\$834	\$7,129	\$187,212	\$238,340
2037	\$238,340	\$187,212	79%	\$49,359	\$1,047	\$5,874	\$231,744	\$274,497
2038	\$274,497	\$231,744	84%	\$51,704	\$1,291	\$0	\$284,739	\$318,840
2039	\$318,840	\$284,739	89%	\$52,143	\$1,480	\$31,159	\$307,202	\$333,502
2040	\$333,502	\$307,202	92%	\$52,586	\$1,470	\$80,235	\$281,023	\$299,172
2041	\$299,172	\$281,023	94%	\$53,033	\$1,521	\$8,264	\$327,313	\$339,091
2042	\$339,091	\$327,313	97%	\$53,484	\$1,774	\$0	\$382,571	\$389,904
2043	\$389,904	\$382,571	98%	\$53,939	\$2,052	\$0	\$438,562	\$443,461
2044	\$443,461	\$438,562	99%	\$54,397	\$2,244	\$36,122	\$459,081	\$462,673
2045	\$462,673	\$459,081	99%	\$54,859	\$2,205	\$93,015	\$423,130	\$425,157
2046	\$425,157	\$423,130	100%	\$55,326	\$2,130	\$51,615	\$428,971	\$430,489
2047	\$430,489	\$428,971	100%	\$55,796	\$2,270	\$7,894	\$479,142	\$482,385
2048	\$482,385	\$479,142	99%	\$56,270	\$2,542	\$0	\$537,955	\$545,383
2049	\$545,383	\$537,955	99%	\$56,749	\$1,792	\$417,473	\$179,022	\$181,730
2050	\$181,730	\$179,022	99%	\$57,231	\$770	\$107,830	\$129,194	\$127,599
2051	\$127,599	\$129,194	101%	\$57,717	\$764	\$11,106	\$176,569	\$173,013
2052	\$173,013	\$176,569	102%	\$58,208	\$1,031	\$0	\$235,808	\$232,820
2053	\$232,820	\$235,808	101%	\$58,703	\$1,329	\$0	\$295,840	END

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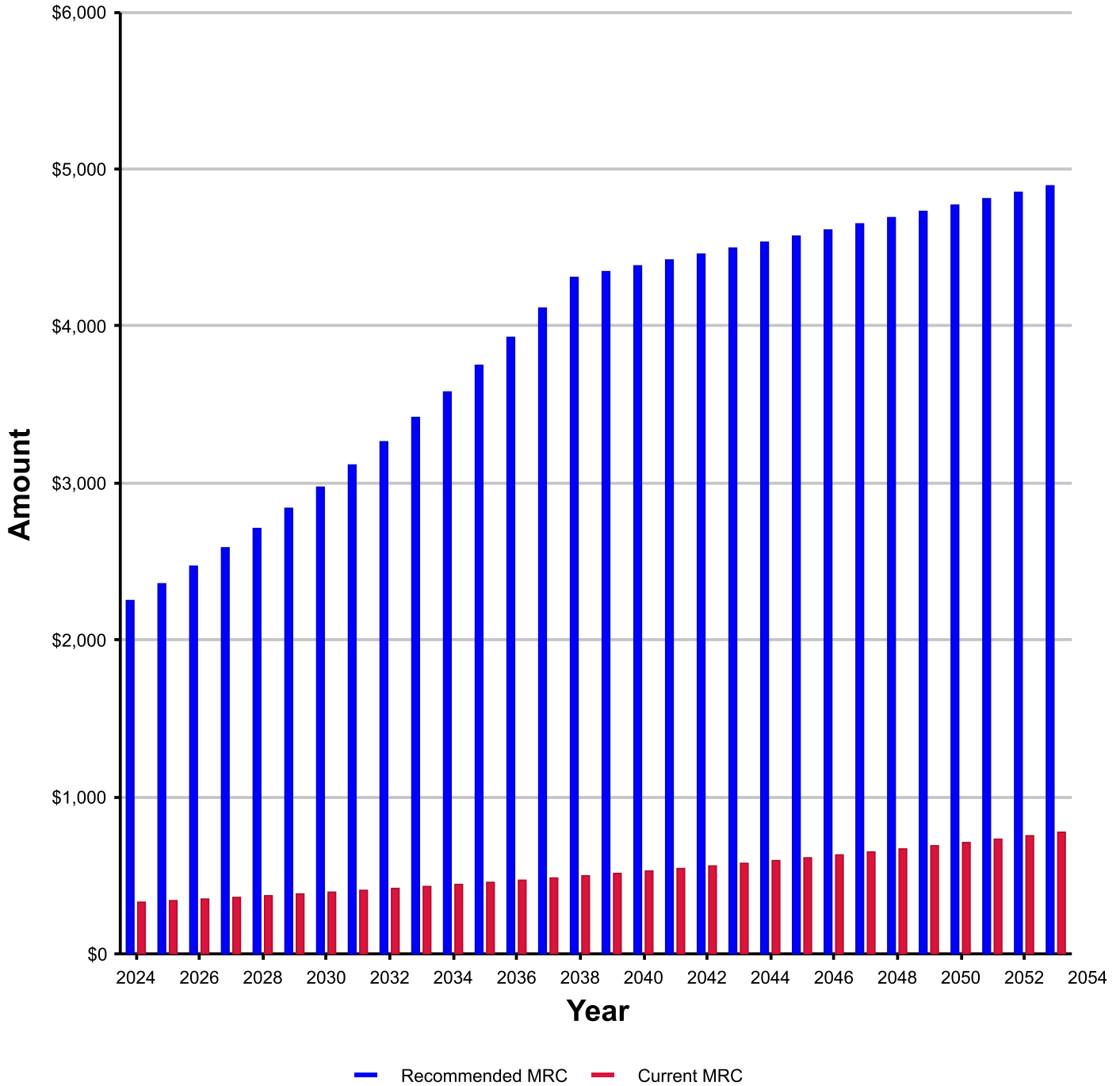
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# Reserve Contributions - Graph

## Monthly Reserve Contributions



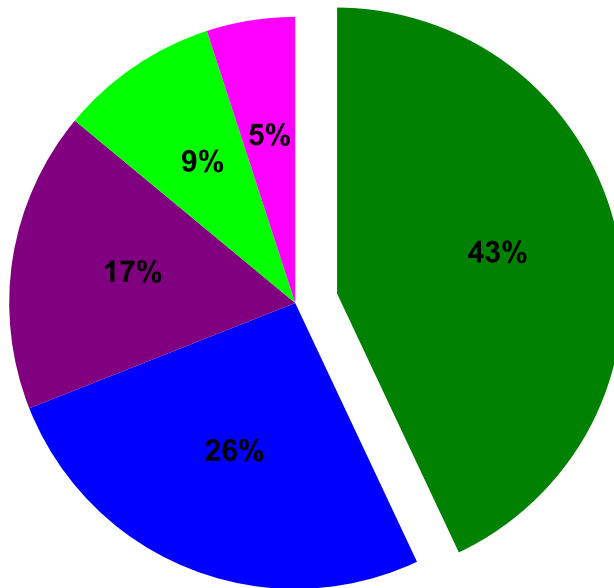
## Significant Components

ID #	Component Name	UL	RUL	Average Current	Significance: (Curr Cost/UL)	
					As \$	As %
401	Asphalt - Major Rehab.	30	25	\$179,388	\$5,980	25.80%
402	Asphalt - Preventive Maintenance	5	0	\$20,000	\$4,000	17.26%
403	Concrete - Repair/Replace	10	3	\$4,000	\$400	1.73%
803	Mailboxes - Replace	20	2	\$21,938	\$1,097	4.73%
1802	Tree Maintenance - Perform	5	1	\$50,000	\$10,000	43.15%
2006	Storm Detention Basins - Major Rehab.	25	5	\$17,500	\$700	3.02%
2007	Storm Detention Basins - Minor Rehab. (Shared)	5	2	\$5,000	\$1,000	4.31%



## Significant Components - Graph

- Tree Maintenance - Perform
- Asphalt - Major Rehab.
- Asphalt - Preventive Maintenance
- See Expanded Table For Breakdown
- Mailboxes - Replace



ID #	Component Name	Useful Life (yrs.)	Remaining Useful Life (yrs.)	Average Current	Significance: (Curr Cost/UL) AS %	
					Curr Cost	%
1802	Tree Maintenance - Perform	5	1	\$50,000	\$10,000	43%
401	Asphalt - Major Rehab.	30	25	\$179,388	\$5,980	26%
402	Asphalt - Preventive Maintenance	5	0	\$20,000	\$4,000	17%
803	Mailboxes - Replace	20	2	\$21,938	\$1,097	5%
All Other	See Expanded Table For Breakdown				\$21,076	9%



## Yearly Cash Flow

Year	2024	2025	2026	2027	2028
<b>Starting Balance</b>	\$28,297	\$35,456	\$12,358	\$13,471	\$40,267
<i>Reserve Income</i>	\$27,000	\$28,283	\$29,626	\$31,033	\$32,507
<i>Interest Earnings</i>	\$159	\$120	\$65	\$134	\$283
<i>Special Assessments</i>	\$0	\$0	\$0	\$0	\$0
<b>Funds Available</b>	\$55,456	\$63,859	\$42,049	\$44,638	\$73,057
<b>Reserve Expenditures</b>	\$20,000	\$51,500	\$28,578	\$4,371	\$0
<b>Ending Balance</b>	\$35,456	\$12,358	\$13,471	\$40,267	\$73,058

Year	2029	2030	2031	2032	2033
<b>Starting Balance</b>	\$73,058	\$63,979	\$40,206	\$71,699	\$111,294
<i>Reserve Income</i>	\$34,051	\$35,669	\$37,363	\$39,138	\$40,997
<i>Interest Earnings</i>	\$343	\$260	\$280	\$457	\$660
<i>Special Assessments</i>	\$0	\$0	\$0	\$0	\$0
<b>Funds Available</b>	\$107,452	\$99,908	\$77,849	\$111,294	\$152,951
<b>Reserve Expenditures</b>	\$43,473	\$59,703	\$6,149	\$0	\$0
<b>Ending Balance</b>	\$63,979	\$40,206	\$71,699	\$111,294	\$152,951

Year	2034	2035	2036	2037	2038
<b>Starting Balance</b>	\$152,951	\$169,824	\$146,387	\$187,212	\$231,744
<i>Reserve Income</i>	\$42,944	\$44,984	\$47,121	\$49,359	\$51,704
<i>Interest Earnings</i>	\$807	\$790	\$834	\$1,047	\$1,291
<i>Special Assessments</i>	\$0	\$0	\$0	\$0	\$0
<b>Funds Available</b>	\$196,702	\$215,598	\$194,342	\$237,618	\$284,739
<b>Reserve Expenditures</b>	\$26,878	\$69,212	\$7,129	\$5,874	\$0
<b>Ending Balance</b>	\$169,824	\$146,387	\$187,212	\$231,744	\$284,739

Year	2039	2040	2041	2042	2043
<b>Starting Balance</b>	\$284,739	\$307,202	\$281,023	\$327,313	\$382,571
<i>Reserve Income</i>	\$52,143	\$52,586	\$53,033	\$53,484	\$53,939
<i>Interest Earnings</i>	\$1,480	\$1,470	\$1,521	\$1,774	\$2,052
<i>Special Assessments</i>	\$0	\$0	\$0	\$0	\$0
<b>Funds Available</b>	\$338,362	\$361,258	\$335,577	\$382,571	\$438,562
<b>Reserve Expenditures</b>	\$31,159	\$80,235	\$8,264	\$0	\$0
<b>Ending Balance</b>	\$307,202	\$281,023	\$327,313	\$382,571	\$438,562

Year	2044	2045	2046	2047	2048
<b>Starting Balance</b>	\$438,562	\$459,081	\$423,130	\$428,971	\$479,142
<i>Reserve Income</i>	\$54,397	\$54,859	\$55,326	\$55,796	\$56,270
<i>Interest Earnings</i>	\$2,244	\$2,205	\$2,130	\$2,270	\$2,542
<i>Special Assessments</i>	\$0	\$0	\$0	\$0	\$0
<b>Funds Available</b>	\$495,203	\$516,145	\$480,586	\$487,037	\$537,954
<b>Reserve Expenditures</b>	\$36,122	\$93,015	\$51,615	\$7,894	\$0
<b>Ending Balance</b>	\$459,081	\$423,130	\$428,971	\$479,142	\$537,955



## Yearly Cash Flow

Year	2049	2050	2051	2052	2053
<b>Starting Balance</b>	\$537,955	\$179,022	\$129,194	\$176,569	\$235,808
<i>Reserve Income</i>	\$56,749	\$57,231	\$57,717	\$58,208	\$58,703
<i>Interest Earnings</i>	\$1,792	\$770	\$764	\$1,031	\$1,329
<i>Special Assessments</i>	\$0	\$0	\$0	\$0	\$0
<b>Funds Available</b>	\$596,496	\$237,023	\$187,675	\$235,808	\$295,840
<b>Reserve Expenditures</b>	\$417,473	\$107,830	\$11,106	\$0	\$0
<b>Ending Balance</b>	\$179,022	\$129,194	\$176,569	\$235,808	\$295,840

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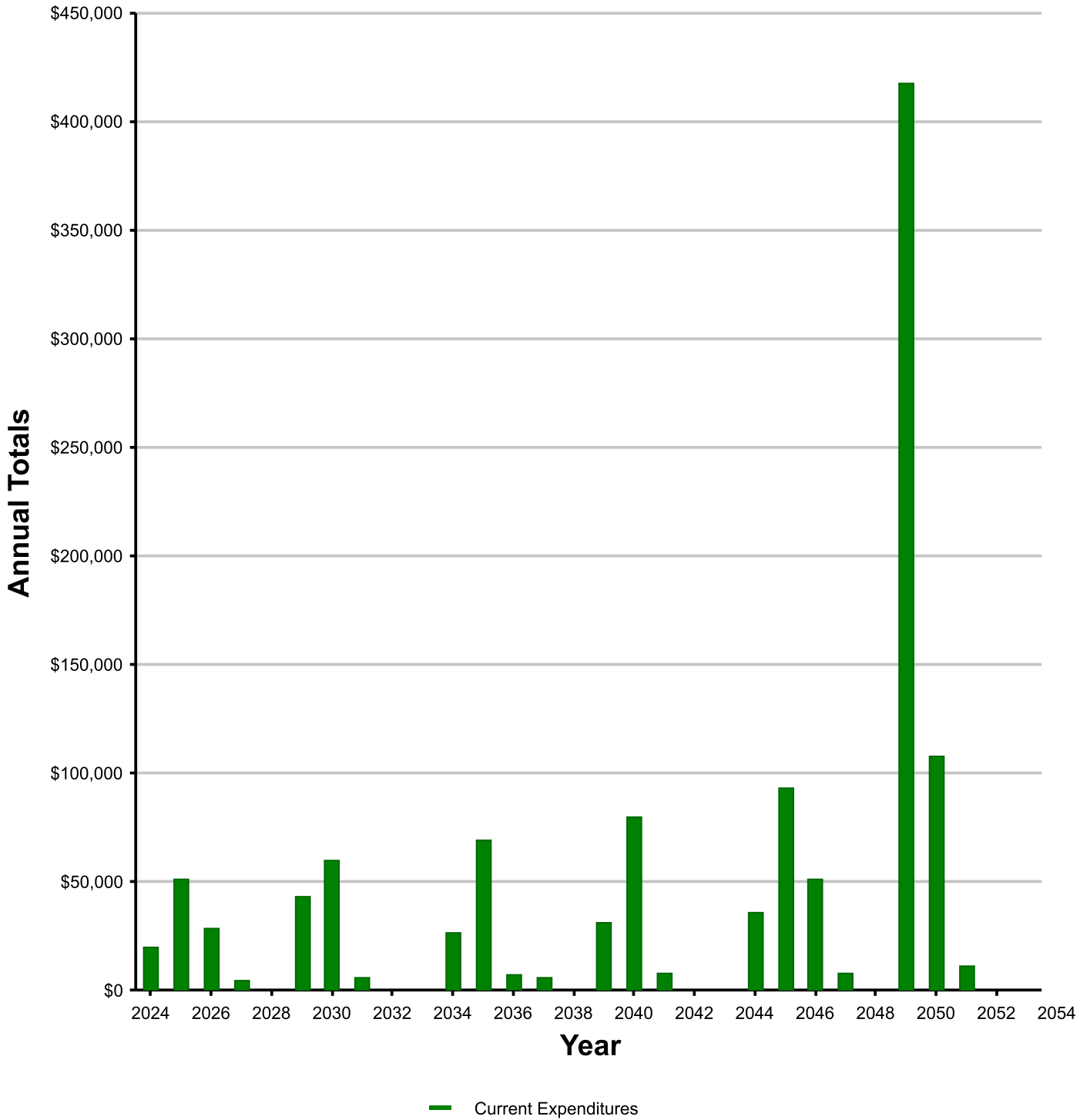
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## Yearly Reserve Expenditures - Graph



## Projected Expenditures By Year

Year	Comp. Id	Component Name	Projected Cost	Total Per Annum
2024	402	Asphalt - Preventive Maintenance	\$20,000	\$20,000
2025	1802	Tree Maintenance - Perform	\$51,500	\$51,500
2026	803	Mailboxes - Replace	\$23,273	
	2007	Storm Detention Basins - Minor Rehab. (Shared)	\$5,305	\$28,578
2027	403	Concrete - Repair/Replace	\$4,371	\$4,371
2028		No Expenditures Projected	\$0	\$0
2029	402	Asphalt - Preventive Maintenance	\$23,185	
	2006	Storm Detention Basins - Major Rehab.	\$20,287	\$43,473
2030	1802	Tree Maintenance - Perform	\$59,703	\$59,703
2031	2007	Storm Detention Basins - Minor Rehab. (Shared)	\$6,149	\$6,149
2032		No Expenditures Projected	\$0	\$0
2033		No Expenditures Projected	\$0	\$0
2034	402	Asphalt - Preventive Maintenance	\$26,878	\$26,878
2035	1802	Tree Maintenance - Perform	\$69,212	\$69,212
2036	2007	Storm Detention Basins - Minor Rehab. (Shared)	\$7,129	\$7,129
2037	403	Concrete - Repair/Replace	\$5,874	\$5,874
2038		No Expenditures Projected	\$0	\$0
2039	402	Asphalt - Preventive Maintenance	\$31,159	\$31,159
2040	1802	Tree Maintenance - Perform	\$80,235	\$80,235
2041	2007	Storm Detention Basins - Minor Rehab. (Shared)	\$8,264	\$8,264
2042		No Expenditures Projected	\$0	\$0
2043		No Expenditures Projected	\$0	\$0
2044	402	Asphalt - Preventive Maintenance	\$36,122	\$36,122
2045	1802	Tree Maintenance - Perform	\$93,015	\$93,015
2046	803	Mailboxes - Replace	\$42,035	
	2007	Storm Detention Basins - Minor Rehab. (Shared)	\$9,581	\$51,615
2047	403	Concrete - Repair/Replace	\$7,894	\$7,894
2048		No Expenditures Projected	\$0	\$0
2049	401	Asphalt - Major Rehab.	\$375,598	
	402	Asphalt - Preventive Maintenance	\$41,876	\$417,473
2050	1802	Tree Maintenance - Perform	\$107,830	\$107,830
2051	2007	Storm Detention Basins - Minor Rehab. (Shared)	\$11,106	\$11,106
2052		No Expenditures Projected	\$0	\$0
2053		No Expenditures Projected	\$0	\$0



# Component Evaluation

Comp # 401 Asphalt - Major Rehab.

## Subgroup: Common Area

**Location:** Community streets

**Quantity:** Approx 79,725 Sq.ft.

**Life Expectancy:** 30 **Remaining Life:** 25

**Best Cost:** \$159,450.00

\$2.00/Sq.ft.; Estimate to remove/replace

**Worst Cost:** \$199,325.00

\$2.50/Sq.ft.; Higher estimate

**Source of Information:** In-House Costs Database

## Observations:

Asphalt is generally in good condition. No significant structural problems noted. Client reports that these surfaces were replaced between 2017-2019. With regular sealing and maintenance (see Comp# 402 Asphalt - Preventive Maintenance) these surfaces should reach a useful life of approximately 30 years. Remaining life based on current age.

## General Notes:

Quantity breakdown:

18,200 Sq.ft. - Valbrook North  
25,675 Sq.ft. - Valbrook South  
35,850 Sq.ft. - Merry Hills Ct.

79,725 Sq.ft. - Total



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# Component Evaluation

Comp # 402 Asphalt - Preventive Maintenance

## Subgroup: Common Area

**Location:** Community streets

**Quantity:** Approx 79,725 Sq.ft.

**Life Expectancy:** 5 **Remaining Life:** 0

**Best Cost:** \$18,400.00

\$0.23/Sq.ft.; Higher estimate for local repairs

**Worst Cost:** \$21,600.00

\$0.27/Sq.ft.; Higher estimate for local repairs

**Source of Information:** In-House Costs Database

## Observations:

Noted seal loss throughout. Asphalt is generally in fair to poor condition and should be sealed in the near future. Typically asphalt surfaces should be sealed every 3 to 5 years depending on traffic to protect asphalt surface.

## General Notes:

Quantity breakdown:

18,200 Sq.ft. - Valbrook North  
25,675 Sq.ft. - Valbrook South  
35,850 Sq.ft. - Merry Hills Ct.

79,725 Sq.ft. - Total



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# Component Evaluation

Comp # 403 Concrete - Repair/Replace

## Subgroup: Common Area

**Location:** Common area

**Quantity:** Allowance

**Life Expectancy:** 10 **Remaining Life:** 3

**Best Cost:** \$3,000.00

Allowance to repair

**Worst Cost:** \$5,000.00

Higher allowance

**Source of Information:** In-House Costs Database

### Observations:

No expectation to completely replace the concrete surfaces. We recommend making local repairs as necessary as an operating expense and funding to make more significant repairs approximately every 10 years.



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# Component Evaluation

Comp # 803 Mailboxes - Replace

## Subgroup: Common Area

**Location:** Common area

**Quantity:** (117) Boxes

**Life Expectancy:** 20 **Remaining Life:** 2

**Best Cost:** \$20,475.00

\$175/Box; Estimate to replace

**Worst Cost:** \$23,400.00

\$200/Box; Higher estimate

**Source of Information:** In-House Costs Database

### Observations:

Boxes are generally older but functional. We recommend funding to replace these boxes in the next two years based on current condition.



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# Component Evaluation

Comp # 1802 Tree Maintenance - Perform

**Subgroup: Common Area**

**Location:** Common area

**Quantity:** Allowance

**Life Expectancy:** 5 **Remaining Life:** 1

**Best Cost:** \$45,000.00

Allowance to perform

**Worst Cost:** \$55,000.00

Higher allowance

**Source of Information:** Research with client

**Observations:**

We recommend funding to perform tree maintenance including tree trimming and local replacements approximately every 5 years.



# Component Evaluation

Comp # 2006 Storm Detention Basins - Major Rehab.

## Subgroup: Common Area

**Location:** Foxborough between Kirby & Robin Hill Ct.

**Quantity:** (1) Basin

**Life Expectancy:** 25 **Remaining Life:** 5

**Best Cost:** \$15,000.00

Allowance to rehab

**Worst Cost:** \$20,000.00

Higher allowance

**Source of Information:** Research with client

### Observations:

We recommend funding for an allowance to clean out this basin as well as make any necessary embankment/slope repairs approximately every 25 to 30 years. This allowance can be updated in future studies as the basin ages and develops a history of repairs. Note: Client reports that this basin is shared with Foxborough Farms 3 responsible for 20% of the costs.



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# Component Evaluation

Comp # 2007 Storm Detention Basins - Minor Rehab. (Shared)

## Subgroup: Common Area

**Location:** Foxborough between Kirby & Robin Hill Ct.

**Quantity:** (1) Basin

**Life Expectancy:** 5 **Remaining Life:** 2

**Best Cost:** \$4,500.00

Allowance to rehab

**Worst Cost:** \$5,500.00

Higher allowance

**Source of Information:** Research with client

### Observations:

We recommend funding for an allowance to clean the basin of debris and vegetation approximately every 3 to 5 years. This allowance can be updated in future studies as the basin develops a history of necessary cleanings/maintenance. Client reports that the associations shared of this pond's maintenance is 20%.



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# Glossary of Commonly Used Words and Phrases

## (Provided by the National Reserve Study Standards of the Community Associations Institute)

**Cash Flow Method** - A method of developing a reserve funding plan where contributions to the reserve fund are designed to offset the variable annual expenditures from the reserve fund. Different reserve funding plans are tested against the anticipated schedule of reserve expenses until the desired funding goal is achieved.

**Component** - Also referred to as an "Asset." Individual line items in the Reserve Study developed or updated in the physical analysis. These elements form the building blocks for the Reserve Study. Components typically are: 1) Association responsibility, 2) with limited useful life expectancies, 3) have predictable remaining life expectancies, 4) above a minimum threshold cost, and 5) required by local codes.

**Component Full Funding** - When the actual (or projected) cumulative reserve balance for all components is equal to the fully funded balance.

**Component Inventory** - The task of selecting and quantifying reserve components. This task can be accomplished through on-site visual observations, review of association design and organizational documents, a review of established association precedents, and discussion with appropriate association representatives.

**Deficit** - An actual (or projected reserve balance), which is less than the fully funded balance.

**Effective Age** - The difference between useful life and remaining useful life (UL - RUL).

**Financial Analysis** - The portion of the Reserve Study where current status of the reserves (measured as cash or percent funded) and a recommended reserve contribution rate (reserve funding plan) are derived, and the projected reserve income and expenses over time is presented. The financial analysis is one of the two parts of the Reserve Study.

**Fully Funded Balance** - An indicator against which the actual (or projected) reserve balance can be compared. The reserve balance that is in direct proportion to the fraction of life "used up" of the current repair or replacement cost of a reserve component. This number is calculated for each component, and then summed together for an association total.

$$\text{FFB} = \text{Current Cost} * \text{Effective Age} / \text{Useful Life}$$

**Fund Status** - The status of the reserve fund as compared to an established benchmark, such as percent funded.

**Funding Goals** - Independent of calculation methodology utilized, the following represent the basic categories of funding plan goals:

- Baseline Funding: Establishing a reserve-funding goal of keeping the reserve balance above zero.
- Component Full Funding: Setting a reserve funding goal of attaining and maintaining cumulative reserves at or near 100% funded.
- Threshold Funding: Establishing a reserve funding goal of keeping the reserve balance above a specified dollar or percent funded amount.

**Funding Plan** - An association's plan to provide income to a reserve fund to offset anticipated expenditures from that fund.

**Funding Principles** -

- Sufficient funds when required
- Stable contributions through the year
- Evenly distributed contributions over the years
- Fiscally responsible

**GSF** - Gross Square Feet

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**Life and Valuation Estimates** - The task of estimating useful life, remaining useful life, and repair or replacement costs for the reserve components.

**LF** - Linear Feet

**Percent Funded** - The ratio, at a particular point in time (typically the beginning of the fiscal year), of the actual (or projected) reserve balance to the ideal fund balance, expressed as a percentage.

**Physical Analysis** - The portion of the Reserve Study where the component evaluation, condition assessment, and life and valuation estimate tasks are performed. This represents one of the two parts of the Reserve Study.

**Remaining Useful Life (RUL)** - Also referred to as "remaining life" (RL). The estimated time, in years, that a reserve component can be expected to continue to serve its intended function. Projects anticipated to occur in the current fiscal year have a "0" remaining useful life.

**Replacement Cost** - The cost of replacing, repairing, or restoring a reserve component to its original functional condition. The current replacement cost would be the cost to replace, repair, or restore the component during that particular year.

**Reserve Balance** - Actual or projected funds as of a particular point in time (typically the beginning of the fiscal year) that the association has identified for use to defray the future repair or replacement of those major components that the association is obligated to maintain. Also known as "reserves," "reserve accounts," or "cash reserves." In this report the reserve balance is based upon information provided and is not audited.

**Reserve Study** - A budget-planning tool, which identifies the current status of the reserve fund and a stable and equitable funding plan to offset the anticipated future major common area expenditures. The Reserve Study consists of two parts: The Physical Analysis and the Financial Analysis.

**Special Assessment** - An assessment levied on the members of an association in addition to regular assessments. Governing documents or local statutes often regulate special assessments.

**Surplus** - An actual (or projected) reserve balance that is greater than the fully funded balance.

**Useful Life (UL)** - Also known as "life expectancy." The estimated time, in years, that a reserve component can be expected to serve its intended function if properly constructed and maintained in its present application of installation.

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**Rules and Regulations**  
**Foxborough Farms III Homeowners Association**

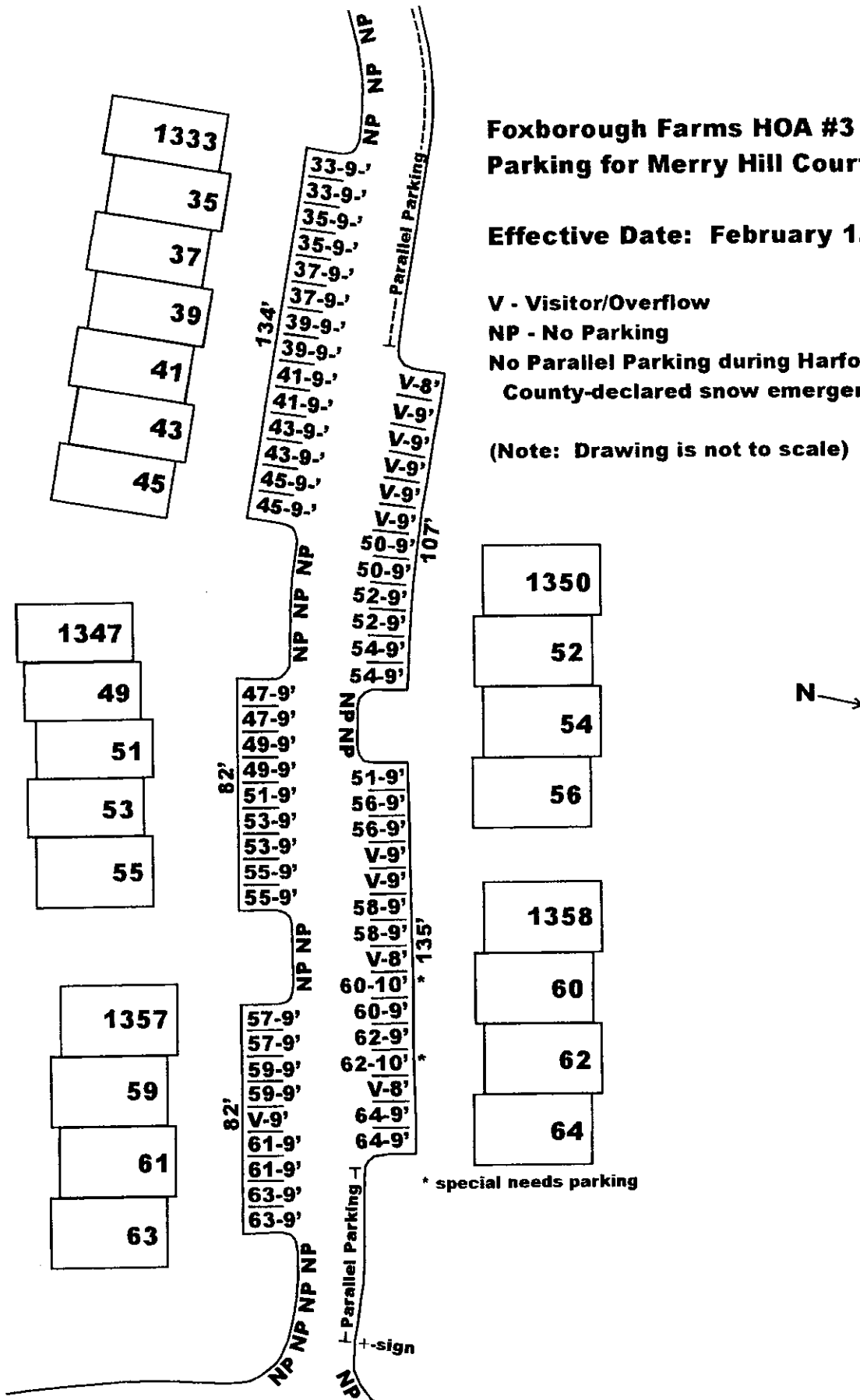
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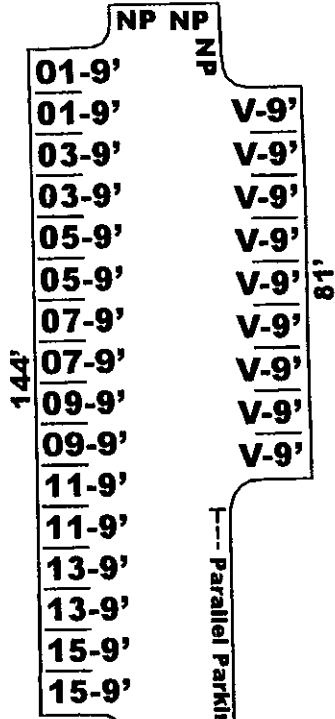
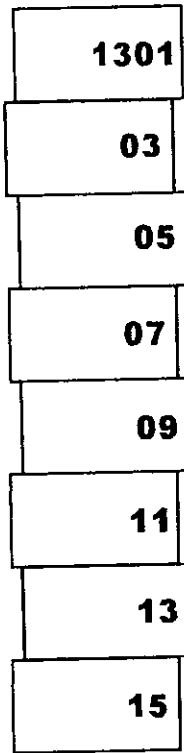
**Foxborough Farms HOA #3  
Parking for Merry Hill Court (Upper)**

**Effective Date: February 1, 2004**

**V - Visitor/Overflow  
NP - No Parking  
No Parallel Parking during Harford  
County-declared snow emergency**

**(Note: Drawing is not to scale)**



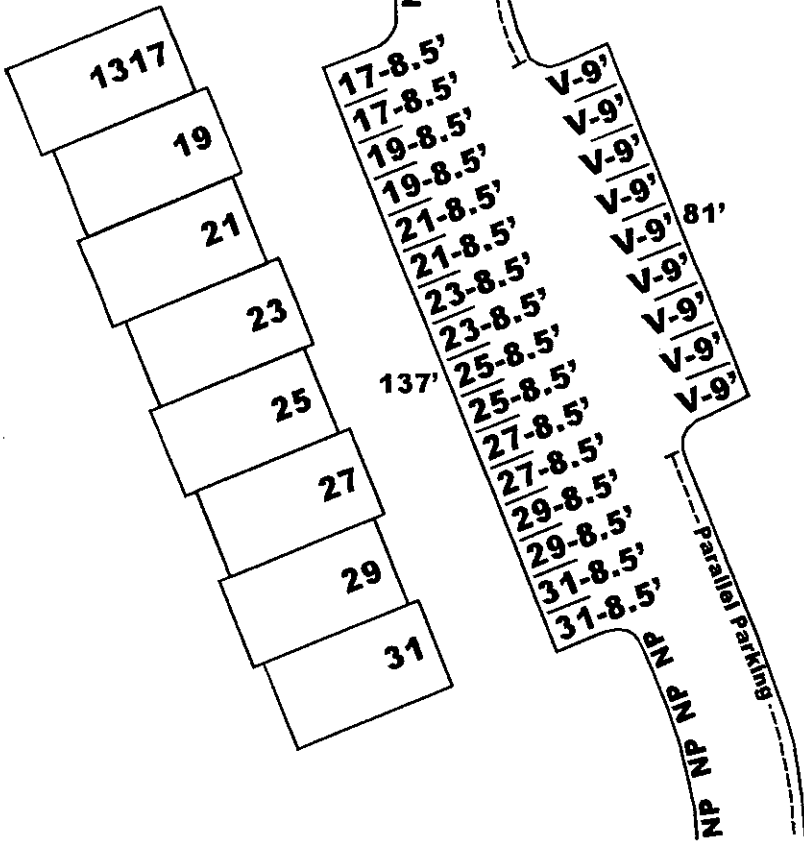


**Foxborough Farms HOA #3  
Parking for Merry Hill Court (Lower)**

**Effective Date: February 1, 2004**

- V - Visitor/Overflow**
- NP - No Parking**
- No Parallel Parking during Harford County-declared snow emergency**

**(Note: Drawing is not to scale)**



**Foxborough Farms HOA #3  
Parking for Valbrook Court North**

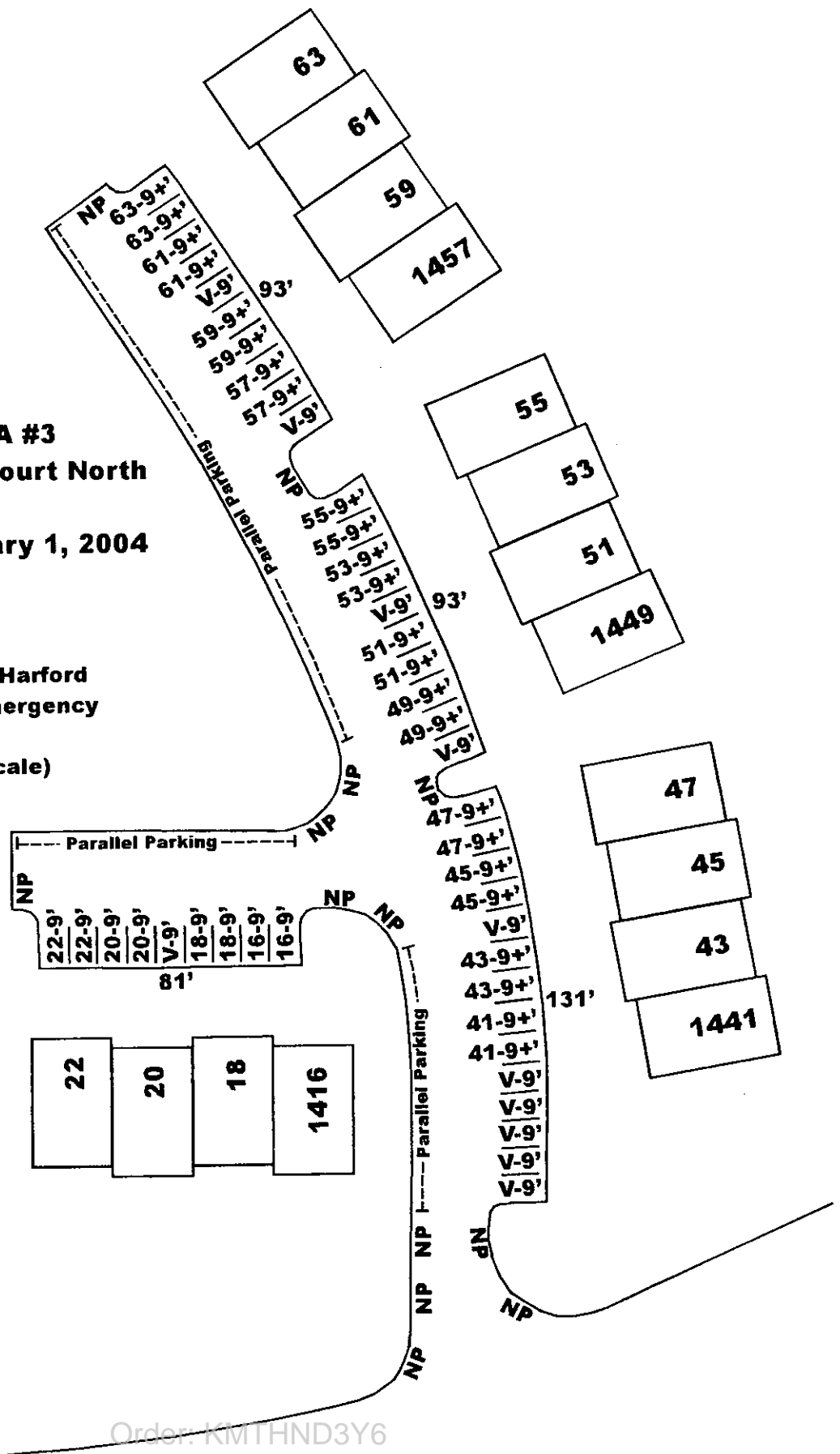
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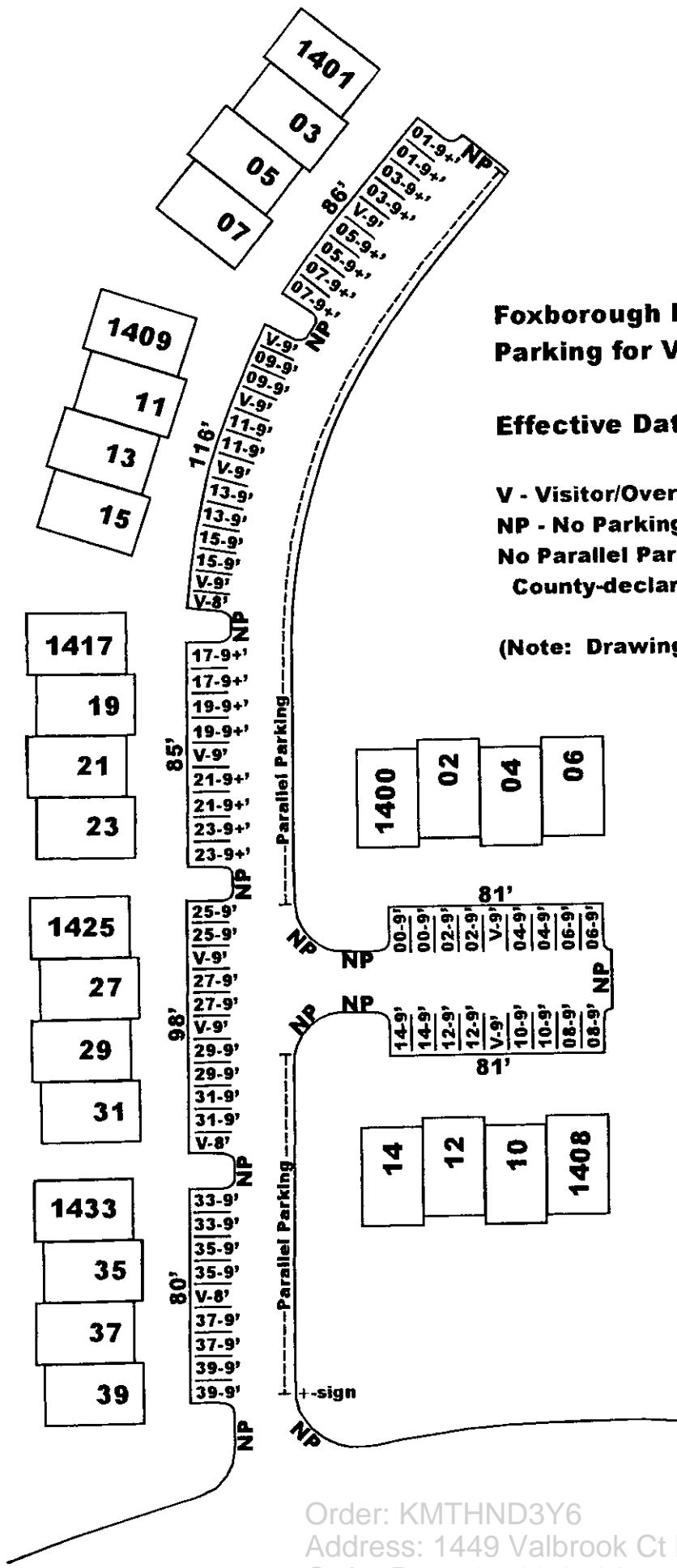
**V - Visitor/Overflow**

**NP - No Parking**

**No Parallel Parking during Harford  
County-declared snow emergency**

**(Note: Drawing is not to scale)**





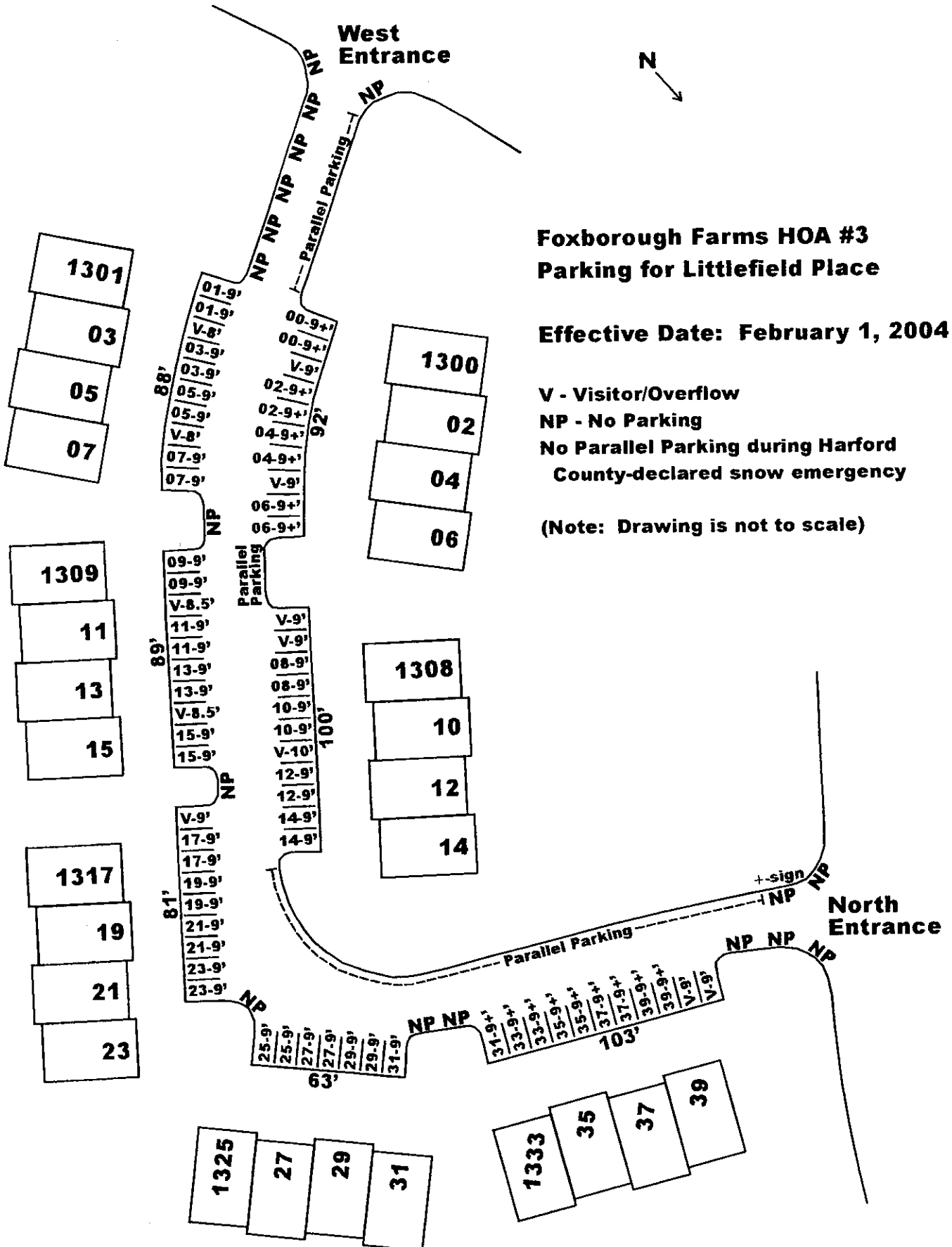
**Foxborough Farms HOA #3  
Parking for Valbrook Court South**

**Effective Date: February 1, 2004**

**V - Visitor/Overflow  
NP - No Parking  
No Parallel Parking during Harford  
County-declared snow emergency**

**(Note: Drawing is not to scale)**





**Foxborough Farms HOA #3  
Parking for Littlefield Place**

**Effective Date: February 1, 2004**

**V - Visitor/Overflow**

**NP - No Parking**

**No Parallel Parking during Harford  
County-declared snow emergency**

**(Note: Drawing is not to scale)**

Order: KMTTHND3Y6

Address: 1449 Valbrook Ct N

Order Date: 05-16-2024

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# Foxborough Farms HOA #3 Parking Rules and Regulations

## Introduction

The Maryland Homeowners Association Act states that each homeowner became obligated to the articles of incorporation, the declaration, all recorded covenants and restrictions, and the bylaws and rules of our HOA when that homeowner purchased his/her property (MD HOA Act, Title 11B, Section 105, paragraph (b)(6), and Section 106, paragraph (b)(5)). Therefore, as stated in our bylaws, Article VII, Section 1, paragraph (a), the Board of Directors has "the power to . . . adopt and publish rules and regulations concerning the use of the Common and Open Areas." Since the definition of "Common Area" in the Declarations of Covenants, Conditions and Restrictions, Article I, Section 1, paragraph (d), includes "all roads and rights of way for vehicular ingress and egress," the Board of Directors of Foxborough Farms Homeowners' Association No. 3, Inc., hereby establishes the following parking rules and regulations. These rules and regulations are meant to be taken in whole, not in part. Also, these rules and regulations are severable, meaning any single rule/regulation that is declared invalid and/or needing revision does not diminish and/or nullify the remaining rules and regulations.

## Basic Definitions

**Our streets** are those sections of Littlefield Place, Merry Hill Court, Valbrook Court North, and Valbrook Court South on which vehicles drive and move into and out of our community.

**Parking areas** (also called parking pads) are those sections of asphalt adjacent to our streets which have been and will continue to be used for parking. Each parking area consists of multiple, adjoining parking spaces, and one **parking space** in the area is the parking location for one and only one vehicle. A **parking marker** is used to denote parking space, and a parking space begins/ends at the middle of its associated parking markers. For a parking space at the end of a parking area, the vertical portion of the curb is considered to be equivalent to the center of a parking marker.

**Residents** are either owners or renters (lessees) of the houses in our community. Residents are considered to be the "permanent" inhabitants of the houses in our community. Conversely, **visitors** are present in our community for only a short period of time.

In the paragraphs below, there are three terms used to signify how soon a vehicle may be removed (towed) from our community. First, when a vehicle has been **declared inoperable**, then the owner has seven (7) calendar days to correct the problem from the time the towing service puts a notice on the vehicle. After seven (7) calendar days, the towing service may remove the vehicle without any further warning. Second, when a vehicle is a **candidate for removal**, then the owner has 24 hours to correct the problem from the time the towing service puts a notice on the vehicle. After 24 hours, the towing service may remove the vehicle without any further warning. Finally, when a vehicle is **subject to immediate removal**, then owner must correct the problem *immediately* or the towing service will be allowed to tow the vehicle *without any warning whatsoever*. The word "immediately" in this situation is defined to be fifteen (15) minutes or less.

Harford County has established the size of a **standard parking space** to be 9 feet wide by 18 feet long, or 8 feet wide by 16 feet long for compact cars. Every effort has been made to make every parking space in our community to the 9 foot wide standard. However, because of limitations imposed by the parking areas left to us by the original developer, some parking spaces may not be the width of the standard space. A **special needs parking space** is being defined for our community to be 10 feet wide by 18 feet long. This space will allow better access to all of a vehicle's doors by residents that are authorized to use these spaces.

### Who Is Affected by These Rules and Regulations?

All residents in our community, whether or not they drive a vehicle, are affected by these rules and regulations. Since a renter/lessee is considered a resident, it is the responsibility of each landlord to ensure that his/her renter/lessee receives a copy of these rules and regulations.

Visitors to our community must also abide by these parking rules and regulations, and it is the duty and obligation of the resident to inform any visitor of these rules and regulations.

**The Resident is Responsible.** If a vehicle is removed because of non-compliance with these rules and regulations, the resident who owns vehicle (not the HOA) is the responsible party for any and all problems and/or expenses related to the removal/non-compliance. Similarly, if a visitor's vehicle is removed because of non-compliance, the resident being visited by the visitor (not the HOA) is the responsible party for all problems and/or expenses related to the removal and/or non-compliance.

### Parking Rules and Regulations

**Reserved Parking.** Two (2) parking spaces are reserved for each house in a parking area somewhere in the community. Every effort has been made to make these spaces in front (or near the front) of the home in one parking area. On occasion, a resident's spaces may be in two, separate parking areas. Only with the written or verbal permission of the resident may anyone outside the house park in the house's reserved spaces, and this permission may be revoked in writing or verbally by the resident at any time.

**Special Needs Parking.** In some situations, a resident may need a wider space than a standard parking space. In these situations, a reserved parking space will be converted to a special needs parking space. Parking in the parking area where the resident lives will be rearranged to make room for special needs parking spaces; however, efforts will be made to minimize the impact to the entire parking area. Thus, efforts will be made to put narrower visitor spaces adjacent to the wider special needs parking so that parking can be returned to standard widths after the need for special needs parking no longer exists. Also, if parallel parking exists behind the space, it will be converted to a "No Parking" zone to allow free movement into and out of the space.

To obtain a special needs parking space, the resident must supply his/her address and a photocopy of his/her Disability Parking Certification from the Maryland Motor Vehicle Administration (MVA) to the Board of Directors. Both reserved spaces may be converted to special needs parking if both residents provide the needed information listed above.

**Removing Vehicles from Reserved/Special Needs Parking.** If a vehicle is parked in a resident's reserved/special needs parking space and the owner of that vehicle does not have permission of the resident, then the vehicle is subject to immediate removal. The Board of Directors requires the affected resident to make every effort to contact the vehicle's owner and have it moved by the owner before any other action is taken. However, should the owner refuse to move the vehicle or the owner cannot be found in a reasonable period of time (the Board suggests at least 15 minutes), the resident may phone the towing company to have the vehicle removed. As a precaution against removing a vehicle from the wrong space, the resident must meet the towing company, provide a copy of the attached map showing affected reserved/special needs parking space, and provide a federal, state, or local Government issued identification to prove "ownership" of the affected parking space. Once these three criteria have been met, then the towing company will be authorized to remove the vehicle. Note: It is the discretion of the

## Foxborough Farms HOA #3 Parking Rules and Regulations

towing company whether or not a picture of the caller/resident may be taken at the scene as part of the documentation of the removal.

**Visitor/Overflow (Unreserved) Parking.** All spaces that are not reserved spaces in the parking areas are open for visitors and for residents' extra vehicles, subject to the rules and regulations stated elsewhere in this document. Visitor/overflow parking is not "long-term parking." Any vehicle that is parked in a visitor/overflow parking space must be moved by the owner a clearly visible amount at least once every seven (7) days. A clearly visible amount for these rules and regulations is defined as turning the vehicle around or moving the vehicle to a different space. A vehicle in a visitor/overflow space that is not moved at least once every seven (7) days may be declared inoperable by the Board of Directors of the HOA.

Many groups of houses have only one visitor/overflow space and other visitor/overflow spaces are not available nearby; therefore, for groups of houses with only one visitor/overflow space in the parking area, the visitor/overflow space in that group shall be used only by people with houses in that group.

**Parking in Parking Areas.** Only perpendicular parking (i.e., head-in/nose-in or tail-in/backed-in parking) is allowed in the parking areas. Vehicles must be parked as close to perpendicular to the curb as is possible.

When parking in parking areas, the vehicle must be parked in a manner that allows anyone to completely and clearly view the parking space markers on both sides of the vehicle when looking down the side of the vehicle at its widest part. You are not allowed to park on or over the (imaginary) line between two parking spaces. If a parking space marker is not visible as stated (i.e., a vehicle is parked on or over the line) and the vehicle extends into a reserved/special needs space by more than six (6) inches, then the vehicle may be removed in the same manner as if it were parked completely in the reserved/special needs space. Please see the section, 'Removing Vehicles from Reserved/Special Needs Parking' above for more details.

When parked in a space, a vehicle may overhang the curb; however, neither the vehicle nor any attachments on the vehicle may overhang the sidewalk. If a vehicle or vehicle attachment overhangs the sidewalk by more than one-quarter of the width of the sidewalk, then the vehicle is a candidate for removal.

Parallel parking is not allowed in any parking area, and any vehicle that is parallel parked in a parking area (where only perpendicular parking is allowed) is subject to immediate removal.

**Parallel (Street) Parking.** A vehicle may parallel park in designated areas on our streets. (See attached maps for locations.) When parallel parked, the vehicle must be parked close enough to the curb so that both the front and rear tires of the side closest to the curb touch (minimal) or sit on (preferred) the concrete which is at the same level as the asphalt and is connected to a curb.

A vehicle which is parallel parked more than six (6) inches from the concrete is subject to immediate removal. Perpendicular or angled parking is not allowed in parallel parking areas. No vehicle is allowed to park anywhere else on the street, especially not directly behind a vehicle already in a parking space (double parking). Vehicles which violate these rules are subject to immediate removal.

Any vehicle that is parked in a parallel parking area must be moved by the owner a clearly visible amount at least once every seven (7) days. A clearly visible amount for these rules and regulations is defined as turning the vehicle around or moving the vehicle at least twenty (20)

## Foxborough Farms HOA #3 Parking Rules and Regulations

feet to a different location in the same parallel parking area. A vehicle in a parallel parking area that is not moved at least once every seven (7) days may be declared inoperable.

If it is possible for a resident's (visitor's) single vehicle to be parked directly across the street from the resident's house (or the house the visitor intends to visit), then that vehicle must be parked directly across the street from that residence, so that neighboring residents are not inconvenienced by the vehicle. The Board of Directors requests that all residents and their guests honor this request. If it is not honored, the Board will add more rules and regulations concerning parallel parking.

**"No Parking" Zones.** Certain parts of our streets must remain clear at all times for ease of vehicle ingress/egress, especially large vehicles such as fire trucks, ambulances, garbage trucks, snow removal vehicles, delivery/postal trucks, and moving vans. No parking zones are parts of our streets where parallel parking is not allowed. No parallel parking zones are designated in the following areas (see maps for clarification):

- (a) ten (10) feet either side of a mail box or a fire hydrant (the primary reason for a no parking zone);
- (b) along the curved curb areas at the entrances to any of our streets, where our streets connect to the public roads (instituted because of pedestrian and driving safety concerns);
- (c) along the left side of Littlefield Place when entering at the north entrance of Littlefield or along the right side of Littlefield Place when entering at the west entrance of Littlefield;
- (d) along the left side of Merry Hill Court and in front of 1354 Merry Hill Court;
- (e) along the right side of Valbrook Court North, except parallel parking is allowed across the street from 1416, 1418, 1420, and 1422;
- (f) along the left side of Valbrook Court South; and
- (g) at the very ends of Merry Hill Court, Valbrook Court South, and Valbrook Court North.

"No Parking" zones are painted red to identify them clearly. Should the paint disappear or fade over time, these areas will remain no parking zones, and residents are reminded not to park in these zones. Residents are also required to advise their visitors not to park in these zones. A vehicle parked in a no parking zone is subject to immediate removal.

**No Parallel Parking Anywhere During Snow Emergency.** To make snow removal safer, quicker, and more complete, no parallel parking is allowed anywhere in our community when Harford County has declared a snow emergency. Any vehicle which violates this rule is subject to immediate removal.

### **Other Related Rules and Regulations**

**Vehicles With More Than Four Wheels Are Not Allowed.** Vehicles with more than four (4) wheels are not allowed to park overnight in our community. Vehicles meeting this description are a candidate for removal. After a second offense in a single calendar year, any vehicle meeting this description becomes subject to immediate removal.

**Residents' Extra Vehicle(s).** Extra vehicles are defined in these rules and regulations as all vehicles in excess of the two for each house for which reserved parking is available. Residents with extra vehicles are allowed one (1) extra vehicle in the visitor/overflow parking areas in front of homes. All extra vehicles beyond this one extra vehicle are to be parked either (a) in parking

## Foxborough Farms HOA #3 Parking Rules and Regulations

areas where none of the spaces in that parking area are in front of homes (basically the lower portion of Merry Hill Court at this time), (b) in the parallel parking areas, or (c) on public roadways (i.e., Foxborough or Cambry Drives).

**Commercial Vehicles.** For these rules and regulations, commercial vehicles are defined as those vehicles which are tagged as commercial vehicles, have permanent lettering anywhere on the exterior, and/or have work equipment on the exterior. Commercial vehicles are not allowed on the community property, except for deliveries or moving. No commercial vehicle is allowed in the community for overnight parking. (See the Exceptions section for one exception to this rule.) Commercial vehicles meeting this description are a candidate for removal. After a second offense in a single calendar year, any commercial vehicle violating this rule/regulation becomes subject to immediate removal.

**Inoperable Vehicles.** Any vehicle which has one or more of the following characteristics may be declared inoperable no matter where the vehicle sits in the community: (a) one or more flat tires; (b) no license or an expired license; or (c) fluids leaking from underneath the vehicle that runs from underneath the side of the vehicle beyond the side's bottom-most edge. For such vehicles, the owner has seven (7) days in which to complete repairs before the vehicle will be subject to removal.

The owner is responsible for cleanup of any fluid leaks (other than dew runoff) from his/her vehicle. Water-based leaks (e.g., anti-freeze, windshield washer fluid) must be washed from the surface. Because of HazMat concerns, oil-based leaks (e.g., transmission fluid, brake fluid, power steering fluid) must be absorbed with an oil absorbing material and disposed of properly. Cleanup of any fluid leak must be performed within 48 hours of the occurrence of the leak. Finally, to be decided by the Board on a case-by-case basis, the resident whose vehicle may have caused damage to the road surface because of this condition may be assessed a fee up to the amount needed to repair the road surface for the area damaged. (Notice: based on current asphalt/road repair prices, the amount to repair a parking space may be \$5,000 to \$10,000.)

**Other Vehicles Not Allowed, Repairs/Major Maintenance of Vehicles Not Allowed.** As defined in the Declarations of Covenants, Conditions, and Restrictions, Article VII, Section 7, paragraph (d), the following restrictions apply to other vehicles and/or equipments in our community: “[N]o junk vehicle, unlicensed or inoperable motor vehicle, trailer, camper, recreational vehicle, van (except a van having a passenger car license), camp truck, house trailer, boat or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary or usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the common areas and open spaces and community facilities) shall be kept upon the Property nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon.” For such vehicles or vehicle repairs, the resident has seven (7) days in which to remove the vehicle or to complete repairs before the vehicle will be a candidate for removal. Also, to be decided by the Board on a case-by-case basis, the resident whose vehicle problems/repairs cause damage to the road surface may be assessed a fee up to the amount needed to repair the road surface for the area damaged. (Notice: based on current asphalt/road repair prices, the amount to repair a parking space may be \$5,000 to \$10,000.)

## Foxborough Farms HOA #3 Parking Rules and Regulations

### Towing Service

A towing service has been hired by the HOA to enforce these rules and regulations. If your vehicle is towed, please contact them directly. Do not contact the Board of Directors or Officers of the HOA. The towing company is listed on a sign at the entrance of each street. If a sign has been stolen or vandalized to the point of not being readable, please refer to a sign at the entrance of another street in our community. Please contact the towing company for fee and location information.

### Exceptions

**Parking Line Cross-Over Exceptions.** During a community-level "crisis," residents may wish to park vehicles closer together in the parking areas, so that vehicles can be removed from the street areas. Examples of this are the following: (a) a snow emergency has been declared by Harford County thus prompting residents to move vehicles into parking areas to make room for snow removal equipment along the street (now required as stated earlier in these rules and regulations); and (b) community road work where vehicles *cannot stay on the street* because of pending repairs. In either of these situations, vehicles may be parked over parking lines, but only for the period of time in which the crisis exists. After the crisis has passed, vehicles shall be returned to their pre-crisis locations (i.e., vehicles will not be allowed to park over parking lines).

During times of temporary need, residents may wish to park vehicles closer together to accommodate more vehicles. If it is agreed upon by all residents in the parking area, then vehicles may park over parking lines. (It is the recommendation of the Board that written signatures be collected for this exception.) However, to prevent permanent parking in this manner, any agreement to do so is automatically null and void after a fourteen (14) day period. After the fourteen (14) day period has elapsed or the agreement expires, then all vehicles shall be returned to their pre-agreement locations (i.e., vehicles will not be allowed to park over parking lines).

All other parking rules and regulations will still be enforced even though a parking line cross-over exception is in place.

**Moving Day Exception.** On moving days, moving vans and large trucks are often needed to load/unload belongings. On these days, only vehicles associated with loading/unloading of belongings are to be in the parking area. All other vehicles are to be moved well away from the parking area to other locations where they will not impede the flow of traffic through the community. As soon as the loading/unloading process is complete, the vans/trucks are to be moved from the community. At no time may a moving van/truck (i.e., large commercial vehicle) be allowed to stay overnight in the community. Residents (whether buyer, seller, or renter/lessee) are responsible for all actions performed by the moving company that they have hired.

**Commercial Vehicle Exception.** If a commercial vehicle has been provided by a company and that vehicle is the resident's only form of transportation, then the commercial vehicle will be allowed to park in our community if the following criteria are still satisfied: (a) no more than four (4) wheels; (b) the lettering on the side of the vehicle is no higher than four (4) inches and there are no more than 4 lines of lettering; and (c) external work equipment and/or attachments do not overhang the sidewalk, the street, or any neighboring parking space.

**Foxborough Farms HOA #3  
Parking for Merry Hill Court (Upper)**

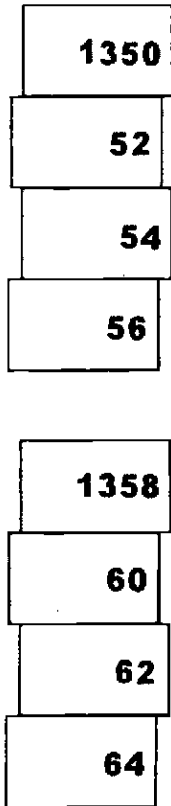
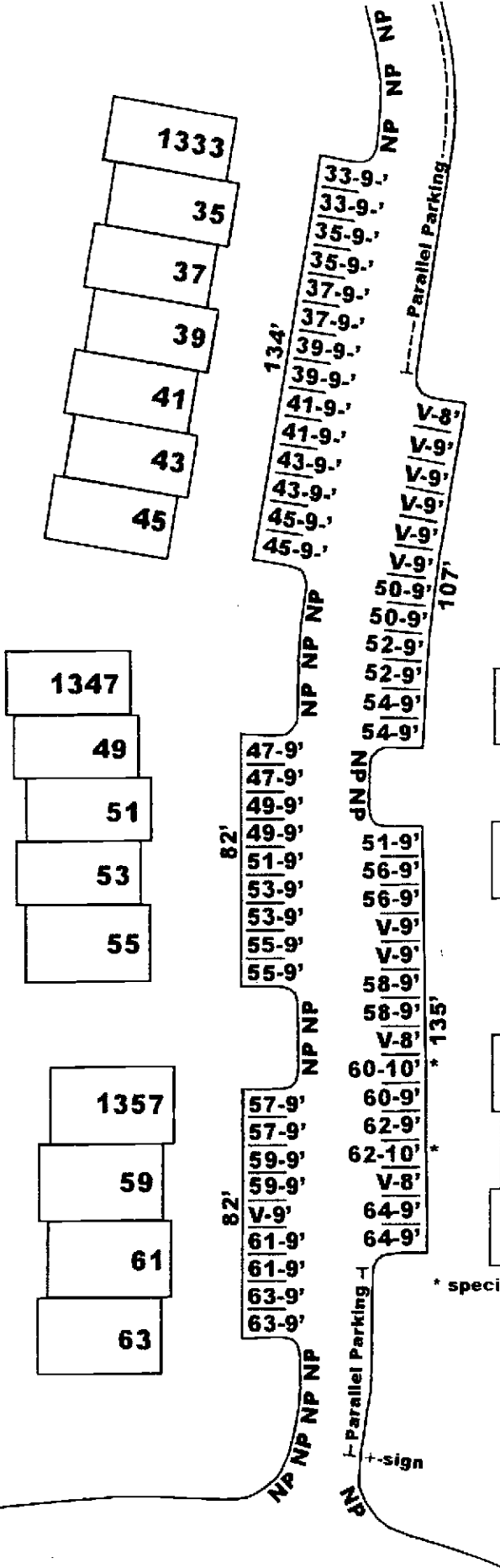
**Effective Date: February 1, 2004**

**V - Visitor/Overflow**

**NP - No Parking**

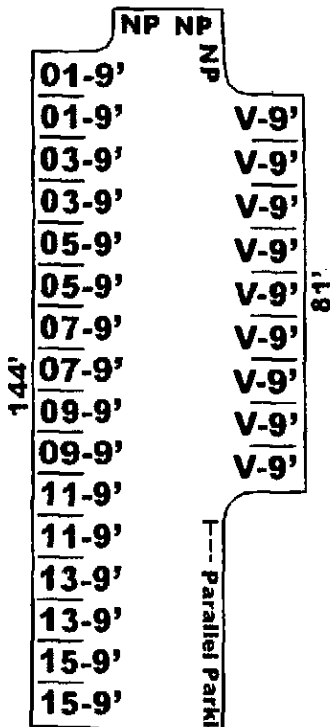
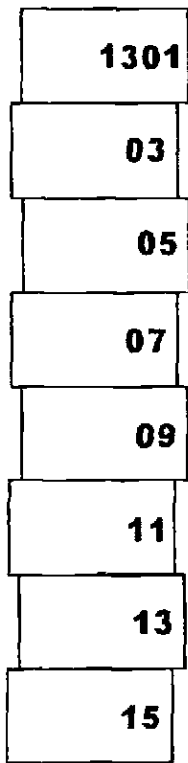
**No Parallel Parking during Harford  
County-declared snow emergency**

**(Note: Drawing is not to scale)**



\* special needs parking





**Foxborough Farms HOA #3  
Parking for Merry Hill Court (Lower)**

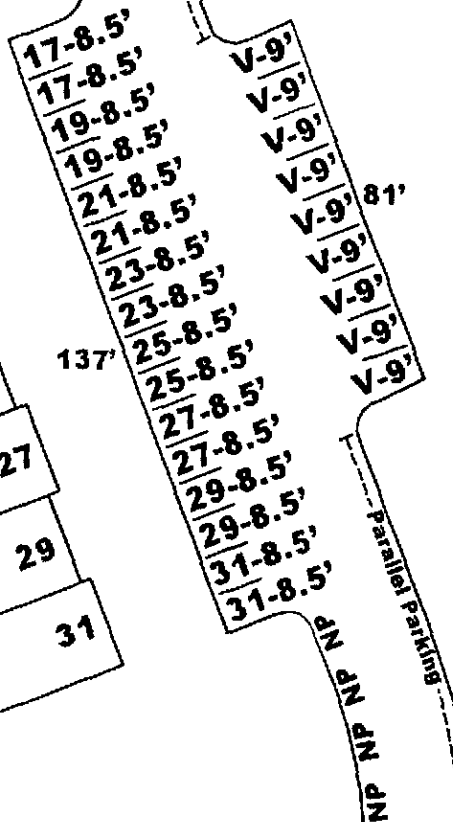
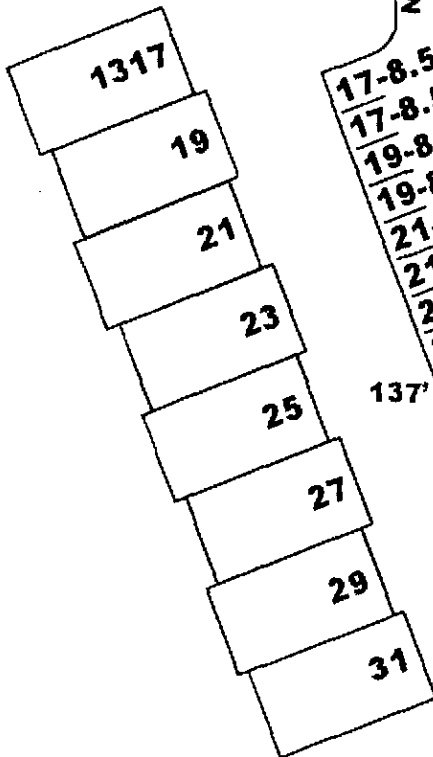
**Effective Date: February 1, 2004**

**V - Visitor/Overflow**

**NP - No Parking**

**No Parallel Parking during Harford  
County-declared snow emergency**

**(Note: Drawing is not to scale)**



**Foxborough Farms HOA #3  
Parking for Valbrook Court North**

**Effective Date: February 1, 2004**

**V - Visitor/Overflow**

**NP - No Parking**

**No Parallel Parking during Harford  
County-declared snow emergency**

**(Note: Drawing is not to scale)**

