

EAST GATE COMMUNITY ASSOCIATION, INC.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 3<sup>rd</sup> day of November, 1999, by Westleigh, LLC, hereinafter "Declarant".

NOTARY FEE \$ 2.00  
RECORDING FEE 75.00  
TOTAL 77.00

WHEREAS, the Declarant desires to develop all or a portion of (the "Property") which is the property described in Exhibit A located within the boundaries of Harford County, Maryland; and,

WHEREAS, areas of "Natural Resource District" as that term is defined in Section 267-41(D) the Harford County Code exist on the Property; and

Res# H423 Acpt # 66897  
CGH FR Bk # 429

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WHEREAS, the Declarant wishes to enhance and preserve the appearance of the community and the values of individual Lots; and

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WHEREAS, The Declarant hereby declares that the Property (described and shown on Exhibit A attached hereto as a part hereof and such additions thereto as may hereafter be brought within the jurisdiction of the Association as defined herein) shall be held, sold and conveyed subject to the following easements, restrictions, covenants, agreements and conditions which are for the purpose of complying with the laws of the State of Maryland and Harford County relating to Natural Resource Districts, and for the purpose of maintaining open space, and for the purpose of enhancing and preserving the appearance of the community and individual property values, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof and their heirs, successors and assigns and which shall inure to the benefit of each Owner of the Property or part thereof and to the benefit of Harford County, Maryland, its successors and assigns, but to no other person. Wherefore these presents are executed.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to East Gate Community Association, Inc., or such other name as may be given to such corporation a Maryland corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to all that certain real property described and shown on Exhibit A attached hereto as a part hereof and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 3146, p. 0272, MSA\_CE54\_3033, Date available 06/20/2005, Printed 06/24/2024.

**Section 4. "Common Area"** shall mean and refer to all real property (including all improvements thereon) owned by the Association, including open space, private roads and real property or other facilities in which the Association acquires a right of use for the benefit of it and its members excepting therefrom the Natural Resource District Areas.

**Section 5. "Lot"** shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property, together with all buildings and improvements thereon, with the exception of any Lot upon which Natural Resource District Areas are located, and Common Area.

**Section 6. "Declarant"** shall mean and refer to Westleigh, LLC (hereinafter sometimes referred in the singular neuter), its successors and assigns if such assigns are expressly granted the rights of the Declarant in conjunction therewith by virtue of a written instrument recorded among the Land Records in which this Declaration is recorded.

**Section 7. "Natural Resources District Area"** shall have the meaning ascribed to it in Section 267-41(D) of the Harford County Code, and shall be described in subsequent amendments to this Declaration.

**Section 8. "Department"** shall mean and refer to the Harford County Department of Planning and Zoning and any similar governmental department or agency succeeding to the powers of the Department of Planning and Zoning relating to Tree Conservation.

**Section 9. "County"** shall mean and refer to Harford County, Maryland.

**ARTICLE II  
PROPERTY RIGHTS**

**Section 1. Owners' Easements of Enjoyment in Common Area.** Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. The right of the Association to charge reasonable admission and other fees for the use of any facility situated upon the Common Area.

b. The right of the Association to suspend the voting rights and right to use of the facilities by an owner and anyone to whom said Owner's right of use has been delegated for any period during which any assessment against his Lot remains unpaid for a period not to exceed sixty (60) days and for any infraction of its published rules and regulations.

c. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as

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may be agreed to by the members of the Association. No such dedication or transfer "shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

d. Without limiting the generality of the foregoing, the right of the Association to prohibit or regulate the use of common areas for activities which are contrary to the health, safety and welfare of the members of the Association. No wood cutting shall be permitted on common areas without the written approval of the Board of Directors.

**Section 2. Owner's Easements of Enjoyment in the Common Area and Natural Resource District Areas.** Every owner shall have a non-exclusive right and easement of enjoyment in and to the SWM Facilities, the RC Facilities, the Natural Resource District Areas and the Forest Retention Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. The right of the Association to charge reasonable assessments.

b. The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid for a period of at least sixty (60) days.

c. Without limiting the generality of the foregoing, the right of the Association to prohibit or regulate the use of the Common Area and Natural Resource District Areas for activities which are contrary to the health, safety and welfare of the members of the Association.

**Section 3. Delegation of Use.** Any Owner may delegate, in accordance with the By-Laws and rules and regulations of the Association, his or its right of enjoyment to the Common Area and the Natural Resource District Areas to the members of his household, his tenants or contract purchasers who reside on the Lot.

**Section 4. Declarant's Right of Access.** Declarant shall have a perpetual non-exclusive right and easement of enjoyment in and to the Common Area and the Natural Resource District Areas.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

**Section 1. Association 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 or Parcel which is subject to assessment.

**Section 2. Class of Voting Membership.** 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 (1) vote for each Lot owned. When more than one (1) 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 (1) vote be cast with respect to any lot.

**Class B.** The Class B member shall be the Declarant, its successors and assigns, and it 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, 2005.

#### ARTICLE IV ASSESSMENTS

**Section 1. Creation of Lien and Personal Obligation of Assessments.** The Declarant, for each Lot which may be created or subdivided from the Property described herein, hereby covenants, for itself and its successors and assigns, by acceptance of a deed therefore, whether or not it shall be so expressed therein, to pay to the Association or the County annual assessments or charges, and special assessments for capital improvements, which such assessments shall be collected as hereinafter provided. Annual and special assessments, together with interest, costs, penalties and reasonable attorneys' fees, shall be a charge on the Lot to which the same relates and shall be a continuing lien upon any Lot against which such assessment is made. The aforesaid lien shall be enforceable by the Association in the same manner subject to the same requirements as are specified by the law of Maryland and the Maryland Rules of Procedure for the foreclosure of mortgages or deeds of trust containing an assent to a decree and covering real property situate and lying in Harford County, Maryland, which said consent is hereby granted. Each such assessment, together with interest, costs, penalties and reasonable attorneys' fees, shall also be the personal obligation of the person who is the Owner of such Lot at the time when the assessment falls due. Without limiting the powers of the Association herein granted, the Association shall have the power to enforce the aforesaid lien in accordance with the terms of the Maryland Contract Lien Act as amended from time to time.

**Section 2. Purpose of Assessments.** Assessments levied pursuant hereto shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property and for the payment of taxes, utilities and insurance, the preservation of the Natural Resource District Areas, for the improvement and maintenance of the Common Area, for the payment of the costs and expenses of the Association, and the maintenance of records and collection of assessments.

**Section 3. Annual Assessment.** For the purpose of providing funds for the uses specified

in Section 2 hereof, the Board of Directors of the Association shall in each fiscal year commencing on the first day of the month after the conveyance of the first Lot to an owner, levy an Annual Assessment against each Lot.

**Section 4. Special Assessments.** In addition to the annual assessment authorized above, the Association may levy against each Lot in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of the SWM Facilities or the RC Facilities and the preservation and maintenance of the Forest Retention Areas and the Natural Resource District Areas and the maintenance and improvement of the Common Area. Special assessments shall be collected in the same manner as annual assessments.

**Section 5. Uniform Rate of Assessment.** Annual and special assessments shall be fixed at a uniform rate based upon the budget of the Association. Assessments may be collected on a monthly, quarterly, semi-annual or annual basis. Assessments shall be levied notwithstanding that any Lot is improved or unimproved.

**Section 6. Date of Commencement of Annual and Special Assessments: Due Dates.** The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first improved Lot to an Owner. The Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of any assessment. Written notice of the annual assessment shall be sent to every Owner of any part of the Property subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status of assessment on any Lot shall be binding upon the Association as of the date of issuance.

**Section 7. Effect of Non-Payment of Assessments.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of twelve percent (12%) per annum or at such other rate to be set by the Board of Directors of the Association not exceeding that charged by Harford County, Maryland, for delinquent real estate taxes as the Association may establish from time to time. The Association may bring an action at law against every Owner of any Lot obligated to pay an assessment or foreclose or enforce the lien of such assessment against such Lot. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use or failure to improve his property.

**Section 8. Subordination of the Lien to Mortgage.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu of thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the owner thereof from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 9. Exempt Property.** All Lots owned by Declarant, all Lots dedicated to and accepted by local public authority or governmental agency for roads, the Common Area and the Natural Resource District Areas, shall be exempt from the assessments created herein.

**Section 10. Maximum Annual Assessments.** Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred Dollars (\$300.00) per Lot.

a. From and after January 1st 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 twenty percent (20%) above the maximum assessment for the previous year without a vote of the membership.

b. From and after January 1st of the year immediately following the conveyance of a Lot to an Owner, the maximum annual assessment may be increased each year more than twenty percent (20%) only 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 annual assessments at an amount not in excess of the maximum.

**Section 11. Fines.** The Board of Directors shall have the authority to impose fines against Owners who violate this Declaration, or any other rules or regulations duly promulgated by the Board of Directors or the Architectural Control Committee. Before assessing any fines, the Owner must be notified of the violation and be given a reasonable time to correct it, and the Board of Directors shall schedule a hearing with the Owner, at which time the Owner shall be allowed to address the Board. Fees shall be assessed based on a schedule to be set by the Board of Directors, and fees shall be enforceable and collectible in the same manner as assessments, pursuant to Article IV of this Declaration, as amended.

**Section 12. Attorney's Fees.** In the event that an Owner violates the terms of this Declaration, as amended, and the Association incurs counsel fees in connection with the enforcement of this Declaration, as amended, the Owner shall be responsible for reimbursing the Association for all attorney's fees and costs, which fees and costs shall be assessed, enforced and collected pursuant to Article IV of this Declaration, as amended.

## ARTICLE V CONSTRUCTION REQUIREMENTS

**Section 1. Minimum Size Requirements.** No dwelling shall be constructed on any lot other than (1) detached single family two-story dwelling, with an attached private two car garage, which shall be for the sole use of the respective owners who are occupants. Each dwelling shall consist of

at least 2000 square feet of living space, excluding unfinished basements, attics, porches, patios, screened porches and decks.

**Section 2. Approval of Plans and Specifications by Declarant.** Before construction of any dwelling, all the proposed building plans and specifications, including colors and types of exterior finishes and showing the location of the dwelling and all driveways and parking areas, hereinafter referred to as "the Plans", shall be submitted in writing to, and approved in writing by, the Declarant. In addition, all plans for earth moving or earth disturbing activity shall be submitted in writing to and approved in writing by the Declarant prior to the commencement of such activity. The Declarant may refuse approval of any of the plans, location or specifications upon any ground, including, but not limited to, purely aesthetic considerations, which, in the sole judgment and discretion of the Declarant shall be deemed sufficient.

**Section 3. Setback Requirements.** Except for "side yard averaging" of dwellings as is set forth below, no structure of any kind, or part of any structure, including but not limited to, an attached garage, breezeway, enclosed porch or swimming pool, except for fences constructed and approved as set forth herein, may be located within ten feet of any front, rear or side lot line. Dwellings may be located within the ten foot side setback provided the average of the distance between the front corner and the side lot line, and the rear corner and the side lot line is greater than ten feet.

**Section 4. Construction Materials.**

(a) **Exterior Materials.** All dwellings erected or maintained on any Lot shall have substantially brick or stone fronts, and the front brick or stone must extend to grade.

(b) **Roofing Materials.** The roofs of all structures shall be constructed of slate, cedar, asphalt shingle, fiberglass shingle or standing seam copper.

(c) **Driveways and Parking Areas.** All driveways and parking areas constructed or maintained on any Lot shall be constructed of concrete, except for panhandle roads and common drives, which may be constructed of macadam.

(d) **Chimneys.** All chimneys shall be made of brick or stone.

**Section 5. Construction Time.** All dwellings, structures, driveways and any other appurtenances thereto shall be completed within six (6) months from the date construction commences. The Lot shall be appropriately landscaped within nine (9) months from the date construction commences.

**ARTICLE VI  
ARCHITECTURAL CONTROL**

**Section 1. Architectural Control Committee.** An Architectural Control Committee consisting of three or more persons shall be appointed by, and serve at the pleasure of, the Declarant. At such time as the Declarant owns no Lots, the Architectural Control Committee shall be appointed by the Board of Directors, and serve at its pleasure, and each member shall have one (1) vote.

**Section 2. Purpose.** The Architectural Control Committee shall regulate the external design, appearance, use, location and maintenance of the Lots and of improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. The Architectural Control Committee shall have no rights regarding the design, house selection or location upon construction, with such rights being solely retained by the Declarant pursuant to Article X herein.

**Section 3. Conditions.** No improvements, alterations, repairs, excavations, change of paint colors, changes in grade or other work which in any way alters the exterior of any property or the improvement located thereon from its natural or improved state existing on the date such property was first conveyed in fee by the Declarant to an Owner or to the Association (excluding the planting of trees, shrubbery or flowers) shall be made or done without the prior written approval of the Architectural Control Committee, except as otherwise provided in this Declaration, as amended. By way of example and not by way of limitation, placement of the following structures or items on a Lot shall not be permitted without prior written approval of the Architectural Control Committee pursuant to this Declaration, as amended: fences of any type, lattices, walls, patios, decks, screened porches, gazebos, bird baths and swing sets. The following structures or items shall not be permitted to be placed on the Property under any circumstances: doghouses, cages or other animal enclosures, fuel tanks, clothes lines, sheds (except those sheds that are attached to the rear of the home and are finished with the same exterior materials and color as the home), antennas, satellite dishes more than 20 inches in diameter and swing sets made of metal.

**Section 4. Procedure.** In the event the Architectural Control Committee fails to approve in writing an application within sixty (60) days after complete plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. The Architectural Control Committee may notify the applicant that it needs additional information or additional time to consider a request, and such written notification, if provided within the said sixty (60) days shall not be deemed an approval. In the event additional time to consider a request is needed, a decision must be made within one hundred twenty (120) days of the original request, or approval will be deemed granted. In the event additional information is requested from the applicant, the Architectural Control Committee shall act within sixty (60) days of the receipt of additional information, or its approval will be deemed granted. The applicant may appeal an adverse Architectural Control Committee decision to the Board of Directors, who may reverse or modify such decision by a two-thirds vote of the directors. All submissions shall be made to:



East Gate Community Association, Inc.  
Architectural Control Committee  
P.O. Box 7  
Fallston Maryland 21047

**Section 5. Rules.** The Architectural Control Committee shall adopt uniform rules for the regulation of exterior and site alterations for which the Board finds that uniform rules need to be formulated. The rules may vary for different types of houses or lots, but "shall apply uniformly to lots or units within the class or area so designated. In no event shall the Architectural Control Committee formulate rules that conflict with the terms of this Declaration, unless this Declaration is amended by the means set forth herein.

## ARTICLE VII USE OF PROPERTY

### Section 1. Protective Covenants.

(a) **Nuisances.** No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or to its occupants.

(b) **Restrictions on Further Subdivision.** No Lot upon which a dwelling has been constructed shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than the whole of any such Lot shall be conveyed or transferred by an Owner, provided that this shall not be construed to prohibit confirmatory deeds, deeds to resolve boundary line disputes and similar corrective instruments.

(c) **Fences.** No fences shall be permitted on any Lot other than the four foot (4') high, 3 rail, split rail variety. No rounded rails shall be permitted. These fences may contain wire mesh along the inside. All fences shall begin at the rear of the dwelling and extend along the rear building line to the side lot line, continuing along the side lot line to and along the rear property line. Under no circumstances shall any fence extend in front of the rear building line of the dwelling. For corner lots, all fences shall begin at the rear of the dwelling and extend along the rear building line to the side street setback, continuing along the side street setback (which shall be ten (10) feet from the property line), to and along the rear lot line.

(d) **Sheds.** No sheds shall be permitted to be located on any Lot, except those that are attached to the rear of the home and finished with the same exterior materials and color as the home.

(e) **Doghouses.** No doghouse shall be permitted to be located on any Lot.

(f) **Business Activity.** No business, trade or profession may be engaged in any

manner upon any Lot or upon the Property, except that home offices shall be permitted provided they do not have an adverse impact on neighboring properties, that no customers come to the home and that no deliveries are received other than through regular mail or courier services.

**(g) Noxious or Offensive Activity.** No noxious or offensive trade or activity shall be carried on upon any Lot or within any dwelling situate upon the Property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the other Owners of the Property.

**(h) Animals.** The maintenance, keeping, boarding and/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 situate upon the Property, except that this shall not prohibit the keeping of two (2) dogs, and two (2) cats and/or two (2) caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes or allowed to annoy the Owners or occupants of other Lots on the Property. Furthermore, all such household pets shall be kept solely upon the Property of the Owner thereof, and shall not be allowed to remain outside the dwelling overnight.

**(i) Trash.** On those Lots on which a dwelling has been constructed and the dwelling is inhabited, no burning of trash and no accumulation or storage of litter, new or used building materials, or trash of any kind, shall be permitted on any Lot. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection.

**(j) Vehicles, Boats, Trailers. etc.** No boat, mobile home, trailer truck, camp truck, house trailer, travel trailer, camper, boat trailer, recreational vehicle, or junk, inoperable or untagged vehicle, or vehicle with commercial insignia of any kind, or any van or truck in excess of one-half ton, shall be permitted on any street or Lot unless they are garaged so as not to be visible from any street, road or other Lot, provided this does not conflict with any applicable zoning regulation. This does not apply to mini-vans, and the Board of Directors may, upon written request of an Owner, exempt certain custom passenger vans from this section, on a case by case basis.

**(k) Signs.** Except for such signs as the Declarant may erect to identify the Property or may otherwise allow, no signs of any character shall be erected, posted or displayed upon, in or about any Lot or dwelling situate upon the Property, provided, however, 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 upon the market for sale.

**(l) Garage Doors.** Garage doors and the door" of any other storage room or the like shall be maintained in a closed position whenever possible.

**(m) Basketball Goals.** No basketball goals of any kind, regardless of whether they are temporary or permanent, shall be located on any road, or on any lot within thirty feet (30') of any road.

(n) **Other Restrictions.** Upon conveyance of the first Lot to an Owner, the Architectural Control Committee may adopt rules to implement the purpose set forth in Article XI, Section 2, and to regulate the use of real and personal property, in addition to those set forth herein. All such rules may be amended by a two-thirds vote of the Architectural Control Committee, following a public hearing for which notice to the affected membership has been provided, and with the occurrence of two-thirds of the members of the Board of Directors. All such rules and any subsequent amendments thereto shall be placed in the records of the Association maintained by the Board of Directors, and recorded in the Land Records of Harford County.

(o) **Exceptions.** The Architectural Control Committee may authorize temporary exceptions from the effect of the restrictions set forth herein or from the rules adopted by the Board pursuant to subparagraph (n) above. Prior to granting any such exceptions, the Board shall adopt guidelines and procedures for the granting of such temporary exceptions.

**Section 2. Maintenance of Property.** Each Owner shall keep all Lots owned by him, and all improvements thereon, in good order and repair and free of debris, including but not limited to, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon, as provided herein, the Association, after notice to the Owner as provided in the By-Laws and approval by two-thirds vote of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration, shall become a Special Assessment upon such Lot. The provision" of this Section shall not prohibit the storage of construction equipment and materials on the properties, or be applicable to any portion of the Property, during the development and construction phase.

**Section 3. Utility Easements.** There is hereby created a blanket easement upon, across, over, through, and under the Property for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems, including, but not limited to, water sewers, gas, telephone, electricity, television, cable or communication lines and systems. By virtue of this easement, it shall be expressly permissible for the Declarant or the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in and under the roofs and exterior walls of said residences providing such company restores disturbed areas to the condition in which they were found. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or relocated on said premises except as programmed and approved by the Developer prior to the conveyance of the first Lot in a Parcel to an Owner or by the Architectural Control Committee thereafter. This easement shall in no way affect any other recorded easements on said premises. After the conveyance of any Common Area to the Association, the Architectural Control Committee shall have the exclusive power to grant or convey utility easements upon, across, over,

through and under such Common Areas, whether general or limited, for the construction of any utility lines or systems to serve the Property.

**Section 4. Developer's Easement to Correct Drainage.** For a period of five years from the date of conveyance of the first Lot in the Property, the Declarant reserves a blanket easement and right on, over and under the ground within the Property to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as near as practicable. The Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless, in the opinion of the Declarant, an emergency exists which precludes such notice. This provision shall not be construed as an agreement by the Declarant to undertake any such work.

## ARTICLE VIII RULES AND REGULATIONS

**Section 1. Board of Directors Authorized to Adopt: Scope.** The Board of Directors shall have the power to adopt rules and regulations which shall be binding on each Owner pertaining to the control and use of the Common Area and Natural Resource District Areas.

**Section 2. Notice.** The Board of Directors shall mail written notice to each of the members of the Association setting forth the proposed rule or regulation at least twenty (20) days prior to its adoption. Such notices shall be mailed to the address of each member as shown on the most current membership roster of the Association.

**Section 3. Adoption: Referendum.** The adoption of rules and regulations pursuant to this Article shall require the vote of two-thirds (2/3) of the Directors present. However, a number of Association members equal to not less than twenty percent (20%) of the members of the Association may petition a referendum on the rules and regulations by filing a written petition with the Board of Directors within twenty (20) days after the mailing of a notice of adoption by the Board. Upon verifying that the requirements of this section have been met, the rules and regulations shall be suspended pending the results of the referendum. The rules and regulations shall be submitted to a vote of the members at a meeting called for this purpose within sixty (60) days after the petition has been verified. The rules and regulations shall be adopted by a vote of a majority of a quorum of members.

## ARTICLE IX GENERAL PROVISIONS

**Section 1. Enforcement.** The County, and the Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and

charges now or hereafter imposed by the provisions of this Declaration regarding the Common Area and Natural Resource District Area. Failure by the Association, or by the County to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so at any time thereafter.

**Section 2. Severability.** The invalidation of any one of these covenants or restrictions, conditions or agreements by a judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

**Section 3. Termination and Amendments.** The provisions of this Declaration shall run with and bind the land. This Declaration may be amended or terminated by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners provided, however, that while Declarant holds Class B membership in the Association, any amendment may be made by Declarant alone. Any amendment or termination is not effective until recorded among the Land Records of Harford County.

**A. Natural Resource District Area.** The provisions of this Declaration which refer and relate to Natural Resource District Areas may be amended by an instrument recorded among the Land Records of Harford County and executed by the Board of Directors of the Association with the concurrence of the Department.

**B. Partial Amendment or Termination.** In the event of an amendment or termination of a portion of this Declaration, all other terms and conditions of this Declaration shall remain in full force and effect.

**Section 4. Annexation.** Declarant or the owner thereof shall have the right, but not the duty, to subject all or any part of the land described in Exhibit A, attached hereto as a part hereof, to this Declaration. Additional property (not shown on Exhibit A) may be annexed to the Property at the option of Declarant, provided Declarant still owns at least one Lot. If Declarant owns no lots, no annexation shall take place unless approved by two-thirds (2/3) of all owners. An annexation authorized herein shall not become effective until a supplementary declaration containing a specific description of the annexed property is recorded among the Land Records of Harford County.

**Section 5. Notices.** All notices and other communications between the Association and the County shall be in writing. All written notices shall be deemed to have been duly given if actually delivered to the named person or if mailed, certified mail, first class, postage prepaid, as follows:

**If to the county, to:** Director, Department of Public Works, Harford County, Maryland, 220 South Main Street, Bel Air, Maryland 21014.

**If to the Association,** to the address of the Association for tax purposes shown on the assessment records of the County.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as and/or the day and year first above written..

ATTEST:

WESTLEIGH, LLC

*Paul E. Carey*

BY: *Joseph D. Deigert* (SEAL)  
Joseph D. Deigert  
Member

STATE OF MARYLAND, HARFORD COUNTY, TO WIT:

I HEREBY CERTIFY that on this 3<sup>rd</sup> day of November, 1999, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared JOSEPH D. DEIGERT, who acknowledged himself to be a Member of WESTLEIGH, LLC of the State of Maryland; that as such he is authorized to execute the foregoing instrument as the act and deed of said entity for the purposes contained therein and that the herein grant is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the limited liability company.

AS WITNESS my hand and Notarial Seal.

*Constance M. Forwood*  
Notary Public

My Commission Expires: 09/01/03

Brown, Brown & Brown  
200 South Main St.  
Bel Air, MD 21014  
410-838-5500



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**EXHIBIT A**

All the land more full described on the following plats: "Final Plat I, Section IV, East Gate," which is recorded among the Plat Records of Harford County in plat Book CGH No. 95, folio 83; "Revised Final Plat II, Section IV, East Gate," which is recorded among the Plat Records of Harford County in plat Book CGH No. 96, folio 88; "Second Revised Final Plat III, Section IV, East Gate," which is recorded among the Plat Records of Harford County in plat Book CGH No. 99, folio 11; and "Final Plat IV, Section IV, East Gate," which is recorded among the Plat Records of Harford County in plat Book CGH No. 95, folio 86.

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 3146, p. 0285, MSA\_CE54\_3033. Date available 06/20/2005. Printed 06/24/2024.

EAST GATE COMMUNITY ASSOCIATION, INC.

12/21/99

1115A 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 (18) 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 EAST GATE COMMUNITY ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at 2700 Philadelphia Road, Edgewood, Maryland 21040.

ARTICLE III

David E. Carey, whose address is 200 South Main Street, Bel Air, Maryland 21014 is hereby appointed the registered agent of the Association.

ARTICLE IV

The terms "Association", "Common Area", "Company", "Lot", "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 the East Gate Community Association, Inc. dated November 3, 1999, and recorded among the Land Records of Harford County in Liber CGH, No. 3146, folio 271 (the "Declaration").

ARTICLE V

PURPOSES AND POWERS OF THE ASSOCIATION

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 the 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-thirds (2/3rds) of the votes of each class of members of the Association, mortgage, pledge, convey by deed

HARFORD COUNTY CIRCUIT COURT (Homeowners Association Records) CGH 18, p. 0451, MSA\_CE486\_18, Date available 08/24/2010. Printed 06/24/2024.

STATE OF MARYLAND
I hereby certify that this is a true and complete copy of the 4 page document on file in this office. DATED: 12/22/99.
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
BY: Mae Still, Custodian
This stamp replaces our previous certification system. Effective: 6/95

LIBER 0018 FOLIO 451



of trust, or hypothecate any or all of its real or personal property as security for money borrowed or 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; and

(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 (2/3rds) of the votes of each class of the members; and

(g) have and to 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 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 Company and shall be entitled to three 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) December 31, 2005.

Provided, however, the Class B Membership shall be revived (and the Company shall again be entitled to three votes for each Lot owned by the Company) during any periods of time occurring before December 31, 2005, when by reason of the annexation of additional land as a part of the Property additional Lots owned by the Company exist which, when added to the other Lots then owned by the Company, would result in the Company having more than 50% of the votes of the Association were the Company to have three votes for each Lot owned by the Company instead of only a single vote for each Lot owned by the Company.

**ARTICLE VIII**

**BOARD OF DIRECTORS**

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 Joseph D. Deigert, Robert C. Ward and Michael A. Euler. 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 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.

HARFORD COUNTY CIRCUIT COURT (Homeowners Association Records) CGH 18, p. 0452, MSA\_CE486\_18. Date available 08/24/2010. Printed 06/24/2024.

LIBER 0018 FOLIO 452

**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 (2/3rds) 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 non-profit corporation, association, trust or other organization to be devoted to similar purposes.

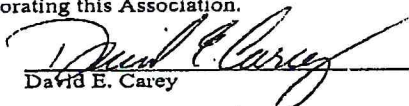
**ARTICLE X**

The Association shall exist perpetually.

**ARTICLE XI**

Amendment of these Articles shall require the assent of the holders of two-thirds (2/3rds) 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 Company 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 Company 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 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 Articles 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.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Maryland, the undersigned, David E. Carey, whose post office address is 200 South Main Street, Bel Air, Maryland 21014, being at least eighteen years of age, has executed these Articles of Incorporation this day of December, 1999, for the purpose of incorporating this Association.

  
David E. Carey

STATE OF MARYLAND, COUNTY OF MARYLAND, to wit:

I HEREBY CERTIFY, that on this 21st day of December, 1999, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared David E. Carey and he acknowledged the foregoing Articles of Incorporation to be his act and deed.

AS WITNESS my hand and Notarial Seal.

  
Notary Public

My commission expires:  
10/1/02

HARFORD COUNTY CIRCUIT COURT (Homeowners Association Records) CGH 18, p. 0453, MSA\_CE486\_18. Date available 08/24/2010. Printed 06/24/2024.

EAST GATE COMMUNITY ASSOCIATION, INC.

BY-LAWS

ARTICLE I

**NAME AND LOCATION.** The name of the corporation is East Gate Community Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 2700 Philadelphia Road, Edgewood, Maryland 21040e, 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", "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 East Gate Subdivision dated November 3, 1999, and recorded among the Land Records of Harford County in Liber CGH, No. 3146, folio 271 (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 (1) 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, at a date, 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 Meetings.** 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 announcement 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 terms of office of the "Charter Directors" (as defined in the Articles of Incorporation of the Association) shall be for the period until the first

HARFORD COUNTY CIRCUIT COURT (Homeowners Association Records) CGH 18, p. 0454, MSA\_CE486\_18. Date available 08/24/2010. Printed 06/24/2024.

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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 Member 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 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 Area 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 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 to 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 not later than February 1st of each year;

(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 Areas to be maintained.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. 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 Appointments. 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 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 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

(a) The President shall preside at all meeting 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

(b) 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 required of him by the Board. The Vice-President shall likewise have authority to sign all leases, mortgages, deeds and other written instruments.

Secretary

(c) 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 y the Board.

Treasurer

(d) The Treasurer shall receive and deposit in the 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 the 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 date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) 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 Area or abandonment of his Lot.

**ARTICLE XII**

**AMENDMENTS**

Section 1. These By-Laws may be amended at a regular or special meeting of the Members by the holder 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 the Article XII to the contrary notwithstanding, the Company 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, this unilateral right, power and authority of the Company 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 of 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.


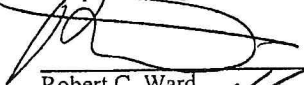
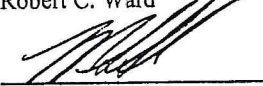
Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and the Articles or these By-Laws, the Declaration shall control.

**ARTICLE XIII**

**MISCELLANEOUS**

The fiscal year of the Association shall begin on the first 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 East Gate Community Association, Inc., have hereunto set our hands this \_\_\_ day of December, 1999.

  
Joseph D. Deigert  
  
Robert C. Ward  
  
Michael A. Euler

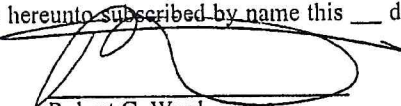
**CERTIFICATION**

I, the undersigned, do hereby certify:

**THAT** I am the duly elected and acting secretary of the East Gate Community Association, Inc., a Maryland corporation; and

**THAT** the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the \_\_\_ day of December, 1999

**IN WITNESS WHEREOF,** I have hereunto subscribed by name this \_\_\_ day of December, 1999.

  
Robert C. Ward

3 : 10/17/00  
2 : 13086  
106438

FIRST AMENDMENT TO EAST GATE COMMUNITY ASSOCIATION, INC.  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this 25<sup>th</sup> day of October, 2000, by WESTLEIGH, LLC, (hereinafter referred to as "Declarant").

TWP. FILE STAMP & RECORDING FEE 5.00  
20.00

20.00  
5.00

WHEREAS, Declarant has recorded a Declaration of Covenants, Conditions and Restrictions dated November 3, 1999, among the Land Records of Harford County, Maryland at Liber C.G.H. No. 3146, folio 0271, which subjects the residential subdivision located in Harford County known as "East Gate" to certain covenants, conditions and restrictions ("Declaration"); and

TOTAL 25.00  
Rest # 1483 Rcpt # 77275

WHEREAS, Declarant wishes to amend the Declaration to provide that under certain limited terms and conditions permitted fences up to six (6) feet in height may be erected in East Gate; and

CGH PR Rlt # 253  
Nov 02, 2000 09:50 am

WHEREAS, Article IX, Section 3, of the Declaration provides in pertinent part that while Declarant holds Class B membership in the East Gate Community Association, Inc., any amendment to the Declaration may be made by the Declarant alone; and

WHEREAS, Declarant owns 16 of the 49 lots within the East Gate subdivision as described in Exhibit A to the Declaration and pursuant to Article III, Section 2 of the Declaration, still holds Class B membership in the Association; and,

WHEREAS, pursuant to the said Article IX, Section 3, Declarant is entitled to amend the Declaration and, in order to do so, wishes to enter into this First Amendment.

NOW THEREFORE, this First Amendment amends the Declaration as follows:

1. Article VII, "Use of Property", Section 1, "Protective Covenants", subsection C, "Fences", of the Declaration, is amended by adding the following:

Notwithstanding anything to the contrary set forth herein, the Architectural Control Committee may allow the construction of a permitted fence at a height of up to six



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(6) feet along the rear lot line of a Lot if in the reasonable judgment of the Architectural Control Committee the following conditions exist:

- (i) there is an unsightly or otherwise objectionable condition, use or activity, the presence or view of which could negatively affect an Owner's enjoyment of his or her rear yard; and
- (ii) the unsightly or otherwise objectionable condition, use or activity is located or conducted on property that is not subject to this Declaration.

2. Pursuant to Article IX, Section 3, this First Amendment to Declaration shall be effective upon its recordation among the Land Records of Harford County, Maryland.

3. Except as amended herein, the Declaration, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this First Amendment to Declaration as of the day and year first above written.

WITNESS/ATTEST:

WESTLEIGH, LLC, Declarant

Mania J. Glopka

BY: Joseph D. Deigert (SEAL)  
Joseph D. Deigert, Member

STATE OF MARYLAND, HARFORD COUNTY, TO WIT:

I HEREBY CERTIFY that on this 25th day of October, 2000, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared JOSEPH D. DEIGERT, who acknowledged himself to be a Member of WESTLEIGH, LLC, a Maryland limited liability company; that as such he is authorized to execute the foregoing instrument as the act and deed of said entity for the purposes contained herein and in my presence signed and sealed the same.

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 388-893-7500 21014 440-893-7500

RETURN TO:

AS WITNESS my hand and Notarial Seal

John J. Gessner, Esq.  
Gessner Gessner & Sull, P.A.  
P. O. Box 1776  
Bel Air, MD 21014  
440-893-7500

Mania J. Glopka  
Notary Public

My Commission Expires July 17, 2001



PROPOSED AMENDMENT  
TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
EAST GATE COMMUNITY ASSOCIATION, INC.

Article VI, Section 3, line 12 and 13 stating, "sheds, (except those sheds that are attached to the rear of the home are finished with the same exterior materials and color as the home), "of the Declaration shall be amended by striking such words and Article VII, Section 1 Protective Covenants (d) sheds shall be amended by striking said subsection in its entirety and replacing the same with the following:


"Article VI, Section 3 following 'made of metal' and Article VII Section 1, Protective Covenants (d) sheds, RECORDING FEE 20.00  
TOTAL 40.00

No sheds shall be permitted to be located on any lot except those sheds as set forth in the guidelines adopted by the Architectural Control Committee and approved by the Board."

WITNESS the signature of the undersigned, constituting at least seventy-five percent (75%) of the owners of lots in the East Gate subdivision.

WITNESS:

Rec'd HAB2 Rec'd # 77653  
JJR DCK Blk # 1461  
Oct 19, 2004 02:44 PM



1) James W. Krieg (SEAL)  
Name: JAMES KRIEG  
Address: 162 COLEOPSIS CT.



2) Phyllis M. Kelley (SEAL)  
Name: Phyllis M. Kelley  
Address: 130 W. Heather Rd Seldin



3) Daniel Storn (SEAL)  
Name: Dan Storn  
Address: 110 Hibiscus Ct



4) Kathleen Collett (SEAL)  
Name: Kathleen Collett  
Address: 111 Hibiscus Ct



5) Dawn Frie (SEAL)  
Name: Dawn Frie  
Address: 148 W. Heather Rd



6) Susan Bernaski (SEAL)  
Name: Susan Bernaski  
Address: 112 Hibiscus

*[Handwritten signature]*

7) \_\_\_\_\_ (SEAL)

Name: *Dan Kim*  
Address: *778 W. Heather Rd.*

*[Handwritten signature]*

8) \_\_\_\_\_ (SEAL)

Name: *Carm Feick*  
Address: *107 Coreopsis Ct.*

*[Handwritten signature]*

9) \_\_\_\_\_ (SEAL)

Name: *[Handwritten]*  
Address: *104 Coreopsis Ct.*

*[Handwritten signature]*

10) \_\_\_\_\_ (SEAL)

Name: *[Handwritten]*  
Address: *115 Hibiscus Ct.*

*[Handwritten signature]*

11) \_\_\_\_\_ (SEAL)

Name: *Craig & Shula Lynamalle*  
Address: *1134 Hibiscus Ct.*

*[Handwritten signature]*

12) \_\_\_\_\_ (SEAL)

Name: *JOFF + LISA LAPP*  
Address: *109 Coreopsis Ct.*

*[Handwritten signature]*

13) \_\_\_\_\_ (SEAL)

Name: *Diana & Tim Scharfe*  
Address: *106 Hibiscus Ct.*

*[Handwritten signature]*

14) \_\_\_\_\_ (SEAL)

Name: *Luis & Kaye Valdes*  
Address: *144 W. Heather Rd.*

*[Handwritten signature]*

15) \_\_\_\_\_ (SEAL)

Name: *Patrick J Perkins*  
Address: *101 Coreopsis Ct.*

*[Handwritten signature]*

16) \_\_\_\_\_ (SEAL)

Name: *Lisa V. Roberts*  
Address: *108 Coreopsis Ct.*

*[Handwritten signature]*

17) \_\_\_\_\_ (SEAL)

Name: *Jason Olson*  
Address: *141 Heather Rd.*

*[Handwritten signature]*

18) \_\_\_\_\_ (SEAL)

Name: *Blake + Pat Barb*  
Address: *116 Hibiscus Ct.*

*[Handwritten signature]*

19) Joey Daugherty (SEAL)  
Name: Daugherty  
Address: 117 Hibiscus Ct

*[Handwritten signature]*

20) Michelle Marshall (SEAL)  
Name: 132 W HEATHER RD.  
Address:

*[Handwritten signature]*

21) Joe Muner (SEAL)  
Name: JOE MUNER  
Address: 134 W. HEATHER RD,

*[Handwritten signature]*

22) Janet Morris (SEAL)  
Name: JANET MORRIS  
Address: 104 HIBISCUS CT

*[Handwritten signature]*

23) Karen D. Stas (SEAL)  
Name: KAREN D. STAS  
Address: 100 HIBISCUS CT

*[Handwritten signature]*

24) Katharine S. Daristotle (SEAL)  
Name: KATHARINE S. DARISTOTLE  
Address: 108 HIBISCUS CT.

*[Handwritten signature]*

25) David Feick (SEAL)  
Name: David Feick  
Address: 107 Coreopsis Ct

*[Handwritten signature]*

26) Margaret Shusta (SEAL)  
Name: MARGARET SHUSTIA  
Address: 100 Coreopsis Ct

*[Handwritten signature]*

27) Katie Jones (SEAL)  
Name: Katie Jones  
Address: 138W. Heather Rd

*[Handwritten signature]*

28) C. Butler (SEAL)  
Name: Cindy Butler  
Address: 119 HIBISCUS CT. MD 21014

*[Handwritten signature]*

29) Whington (SEAL)  
Name: LYNNE ERRINGTON  
Address: 121 W. HEATHER RD BEL AIR 21014

*[Handwritten signature]*

30) Robert R. Souder (SEAL)  
Name: ROBERT R. SOUDERS  
Address: 106 Coreopsis Ct.

*Lisa V. Tobet*  
*Lisa V. Tobet*  
*Lisa V. Tobet*  
*Lisa V. Tobet*  
*Lisa V. Tobet*  
*Lisa V. Tobet*  
*Lisa V. Tobet*

31) Charlie J. Perrin (SEAL)  
Name: CHARLIE T. PERRIN  
Address: 105 COREOPSIS Ct.

32) R. K. Hoover (SEAL)  
Name: Randall K Hoover  
Address: 105 Hibiscus Ct

33) Diana Lupus (SEAL)  
Name: Diana Lupus  
Address: 127 W. Heather Rd

34) Joan M. Buelow (SEAL)  
Name: Joan Buelow  
Address: 114 Hibiscus Ct

35) Douglas M. Norris (SEAL)  
Name: Douglas M Norris  
Address: 125 W Heather Rd

36) NGUYEN T. NGUYEN (SEAL)  
Name: *Nguyen T. Nguyen*  
Address: 123 W. HEATHER RD.

37) M. Muller (SEAL)  
Name: Mary Muller  
Address: 136 W. Heather Rd

38) Sheri Daws (SEAL)  
Name: Sheri Dawsers  
Address: 142 W Heather Rd

39) \_\_\_\_\_ (SEAL)  
Name:  
Address:

40) \_\_\_\_\_ (SEAL)  
Name:  
Address:

41) \_\_\_\_\_ (SEAL)  
Name:  
Address:

42) \_\_\_\_\_ (SEAL)  
Name:  
Address:

Return to:

PROPOSED AMENDMENT  
TO THE DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS  
FOR  
EAST GATE COMMUNITY ASSOCIATION, INC.

Article VII, Section 1, subsection (m) of the Declaration shall be amended by striking said subsection in its entirety and replacing it with the following:

"ARTICLE VII  
USE OF PROPERTY

Section 3. Protective Covenants

(m) Basketball Goals. No permanent basketball goal shall be located on any road or on any lot within ten feet (10') of any road. No temporary basketball goal shall be located on any road or on any lot within ten feet (10') of any road for longer than four (4) hours within a twenty-four (24) hour period. At no time shall a basketball goal be located on any road or on any lot within ten feet (10') of any road after dark."

WITNESS the signature of the undersigned, constituting at least seventy-five percent (75%) of the owners of lots in the East Gate subdivision.

WITNESS:



1) James W. Krieg (SEAL)  
Name: JAMES KRIEG  
Address: 102 CORCORAN CT.



2) Donnie Stocum (SEAL)  
Name: Mr. Dan Stocum  
Address: 110 Hibiscus Ct.



3) Phyllis M. Kelly (SEAL)  
Name: 130 W. Heather Rd  
Address: Selden



4) Kathleen Collett (SEAL)  
Name: 111 Hibiscus Ct  
Address:



5) Susan Bernaschi (SEAL)  
Name:  
Address: 110 Hibiscus



6) Dawn Davis (SEAL)  
Name:  
148 W. Heather Rd.

IN RE: JUNE 20.00  
RECORDING FEE 20.00  
TOTAL 40.00  
Rest # 77653  
JJR DCK Blk # 1462  
Oct 19, 2004 02:44 PM

HARFORD COUNTY CIRCUIT COURT (Land Records) JJR 5662, p. 0015, MSA\_CE54\_5549. Date available 02/08/2009. Printed 06/24/2024.

*[Handwritten signature]*

Address:

7) *Carl Feick* (SEAL)  
Name: *Carl Feick*  
Address: *107 Coreopsis Ct.*

*[Handwritten signature]*

8) \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

*[Handwritten signature]*

9) *Craig & Sheila Lapomaille* (SEAL)  
Name: \_\_\_\_\_  
Address: *104 Coreopsis Ct.*

*[Handwritten signature]*

10) *Jeff + Lisa L. PPA* (SEAL)  
Name: \_\_\_\_\_  
Address: *113 Hibiscus Ct.*

*[Handwritten signature]*

11) *Diana & Jim Scharf* (SEAL)  
Name: \_\_\_\_\_  
Address: *106 Hibiscus Ct.*

*[Handwritten signature]*

12) \_\_\_\_\_ (SEAL)  
Name: *Luis & Kaye Valdez*  
Address: *144 W. Heather Rd.*

*[Handwritten signature]*

13) *Luc A. Valdez* (SEAL)  
Name: *Patrick S. Perkins*  
Address: *101 Coreopsis Ct.*

*[Handwritten signature]*

14) *Lisa V. Roberts* (SEAL)  
Name: *Lisa V. Roberts*  
Address: *108 Coreopsis Ct.*

*[Handwritten signature]*

15) *Luc A. Valdez* (SEAL)  
Name: *LUCAS A. VALDES*  
Address: *144 W. Heather Rd.*

*[Handwritten signature]*

16) *J. A. Olson* (SEAL)  
Name: *Jasen Olson*  
Address: *141 Heather Rd.*

*[Handwritten signature]*

17) *Luc A. Valdez* (SEAL)  
Name: *LUCAS A. VALDES*  
Address: *144 W. Heather Rd.*

*[Handwritten signature]*

18) *Katharine S. Daristotle* (SEAL)  
Name: *KATHARINE S. DARISTOTLE*  
Address: *108 Hibiscus Ct.*

*[Handwritten signature]*

Address:

19) *[Handwritten signature]* (SEAL)

Name: *[Handwritten name]*

Address: 103 Hibiscus Ct.

*[Handwritten signature]*

20) *[Handwritten signature]* (SEAL)

Name: 116 Hibiscus CT

Address:

*[Handwritten signature]*

21) *[Handwritten signature]* (SEAL)

Name: Daugherty

Address: 117 Hibiscus Ct

*[Handwritten signature]*

22) *[Handwritten signature]* (SEAL)

Name: 132 W. HEATHER RD.

Address:

*[Handwritten signature]*

23) *[Handwritten signature]* (SEAL)

Name: JOEL MURPHY

Address: 139 W. HEATHER RD.

*[Handwritten signature]*

24) *[Handwritten signature]* (SEAL)

Name: JANEY MORRIS

Address: 104 HIBISCUS CT.

*[Handwritten signature]*

25) *[Handwritten signature]* (SEAL)

Name: KAREN D. SPAN

Address: 100 HIBISCUS CT.

*[Handwritten signature]*

26) *[Handwritten signature]* (SEAL)

Name: David C FAULK

Address: 107 Coreopsis Ct

*[Handwritten signature]*

27) *[Handwritten signature]* (SEAL)

Name: 100 Coreopsis Ct

Address:

*[Handwritten signature]*

28) *[Handwritten signature]* (SEAL)

Name: Notre Jones

Address: 138 W. Heather Rd

*[Handwritten signature]*

29) *[Handwritten signature]* (SEAL)

Name: C Butler

Address: 119 HIBISCUS Ct Belair MD 21014

*[Handwritten signature]*

30) *[Handwritten signature]* (SEAL)

Name: LYNNE ELLINGTON

121 W. HEATHER RD  
BEL AIR 21014



*[Handwritten signature]*

Address:

31) *Robert R. Souder* (SEAL)  
Name: ROBERT R. SOUDERS  
Address: 106 Coreopsis Ct.

*[Handwritten signature]*

32) *Charlie J. Perrin* (SEAL)  
Name: CHARLIE T. PERRIN  
Address: 105 Coreopsis Ct.

*[Handwritten signature]*

33) *RR K. Howe* (SEAL)  
Name: Randall K. Howe  
Address: 105 Hibiscus Ct

*[Handwritten signature]*

34) *Margaret Ellers* (SEAL)  
Name: Margaret Ellers  
Address: 102 Hibiscus Court

*[Handwritten signature]*

35) *Diana Lupus* (SEAL)  
Name: Diana Lupus  
Address: 127 W. Heather Rd

*[Handwritten signature]*

36) *Joan Buelow* (SEAL)  
Name: Joan Buelow  
Address: 114 Hibiscus Ct

*[Handwritten signature]*

37) *Douglas M. Navres* (SEAL)  
Name: Douglas M. Navres  
Address: 125 W Heather Rd

*[Handwritten signature]*

38) *Nguyen* (SEAL)  
Name: NGUYEN T. NGUYEN  
Address: 123 W. HEATHER RD,

*[Handwritten signature]*

39) *M. Miller* (SEAL)  
Name: Mary Miller  
Address: 136 W. Heather Rd

*[Handwritten signature]*

40) *Shery Dawson* (SEAL)  
Name: 142 W Heather Rd. Shery Dawson  
Address: B

41) \_\_\_\_\_ (SEAL)  
Name:  
Address:

42) \_\_\_\_\_ (SEAL)

Return to:

Brown & Sheehan  
The Tide Building - Suite 300  
1010 Hull Street  
Baltimore, MD 21230

.IBER5 b b 2 FOLIO 0 1 8

PROPOSED AMENDMENT  
TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
EAST GATE COMMUNITY ASSOCIATION, INC.

Article VII, Section 1. Protective Covenants, subsection (c) Fences shall be amended by striking said subsection in its entirety and replacing with the following:

WITH FEE \$ 20.00  
 RECORDING FEE 20.00  
 TOTAL 40.00  
 Rec# HAB2 Rcpt # 77653  
 JJR DCK Blk # 1463  
 Oct 19, 2004 02:45 pm

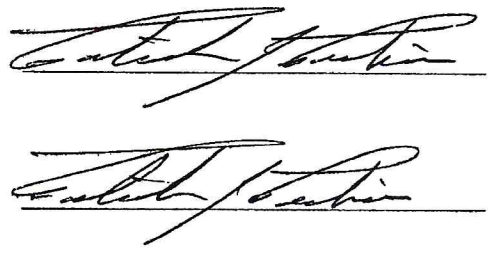
“ARTICLE VII  
USE OF PROPERTY  
SECTION 1. PROTECTIVE COVENANTS

(c) Fences. No fences shall be permitted on any Lot except with the prior written approval of the Architectural Control Committee. The Architectural Control Committee may approve four foot (4') high, 3 rail, split rail variety fences, or may approve such other types of fences as the Architectural Control Committee deems appropriate in its reasonable judgment. Fences may contain wire mesh along he inside, if approved in writing by the Architectural Control Committee. No rounded rails shall be permitted without the prior written approval of the Architectural Control Committee. All fences shall begin at the rear of the dwelling and extend along the rear building line to the side lot line, continuing along the side lot line to and along the rear property line, unless such fence has prior written approval of the Architectural Control Committee. Notwithstanding anything to the contrary set forth herein, the Architectural Control Committee may allow the construction of a permitted fence at the height of up to six (6) feet along the rear lot line of a Lot if in the reasonable judgment of the Architectural Control Committee the following conditions exist:

- (i) There is an unsightly or otherwise objectionable condition, use or activity, the presence of which could negatively affect the Owner’s enjoyment of his or her rear yard; and
- (ii) The unsightly or otherwise objectionable condition, use or activity is located or conducted on property that is not subject to this Declaration.”

WITNESS the signature of the undersigned, constituting at least seventy-five percent (75%) of the owners of lots in the East Gate subdivision.

WITNESS:



- 1) Phyllis M. Kelley (SEAL)  
Name:  
Address: 130 W. Heather Bel Air
- 2) James W King (SEAL)  
Name: JAMES KING  
162 COLLEOPSIS CT.

HARFORD COUNTY CIRCUIT COURT (Land Records) JJR 5662, p. 0019, MSA\_CE54\_5549, Date available 02/08/2005. Printed 06/24/2024.

12  
11  
10  
9  
8  
7  
6  
5  
4  
3  
2  
1  
[Handwritten signatures on lined paper]

- 3) Kathleen Collett (SEAL)  
Name: Kathleen Collett  
Address: 111 Hibiscus Ct
- 4) Dawn Rice (SEAL)  
Name: Dawn Rice  
Address: 148 W. Heather Rd
- 5) Don Stocum (SEAL)  
Name: Don Stocum  
Address: 110 Hibiscus Ct.
- 6) Carin + David Feick (SEAL)  
Name: Carin + David Feick  
Address: 107 Coreopsis Ct
- 7) Susan Brashki (SEAL)  
Name: Susan Brashki  
Address: 112 Hibiscus
- 8) Valerie A. Key (SEAL)  
Name: Valerie A. Key  
Address: 104 Coreopsis Ct.
- 9) Mona Sue (SEAL)  
Name: Mona Sue  
Address: 115 Hibiscus Ct
- 10) \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Address: Craig + Paula Lapomalle  
113 Hibiscus Ct.
- \*11) JOFF + LISA LAPP (SEAL)  
Name: JOFF + LISA LAPP  
Address: 109 coreopsis Ct
- 12) \_\_\_\_\_ (SEAL)  
Name: Tim + Diana Scharfe  
Address: 106 Hibiscus Ct.
- 13) Luis + Kaye Valdes (SEAL)  
Name: Luis + Kaye Valdes  
Address: 144 W. Heather Rd
- 14) Luis + Kaye Valdes (SEAL)  
Name: Luis + Kaye Valdes  
Address: 101 Coreopsis Ct

*[Handwritten signature]*

Address:

15) *Lisa V. Robert* (SEAL)  
Name: Lisa V. Roberts

Address: 108 Coopersjs

*[Handwritten signature]*

16) *Luis A. Valdes* (SEAL)  
Name: Luis A. Valdes

Address: 144 W. Heather Rd

*[Handwritten signature]*

17) *Jason Olson* (SEAL)  
Name: Jason Olson

Address: 141 Heather Rd

*[Handwritten signature]*

18) *Angie J. Deigo* (SEAL)  
Name: Angie J. Deigo

Address: 103 Hibiscus Ct

*[Handwritten signature]*

19) *Blake Barb* (SEAL)  
Name: Blake + Pat Barb

Address: 116 Hibiscus Ct.

*[Handwritten signature]*

20) *Daugherty* (SEAL)  
Name: Daugherty

Address: 117 Hibiscus Ct

*[Handwritten signature]*

21) *Mike Morphy* (SEAL)  
Name: MIKE MORPHY

Address: 132 W. HEATHER RD

*[Handwritten signature]*

22) *[Signature]* (SEAL)  
Name: [Signature]

Address: 139 W. HEATHER RD.

*[Handwritten signature]*

23) *Janet Morris* (SEAL)  
Name: JANET MORRIS

Address: 101 HIBISCUS CT

*[Handwritten signature]*

24) *Karen D. Stas* (SEAL)  
Name: KAREN D. STAS

Address: 100 HIBISCUS CT.

*[Handwritten signature]*

25) *Therese S. Danville* (SEAL)  
Name: THERESA S. DANVILLE

Address: 108 HIBISCUS CT.

*[Handwritten signature]*

26) *David C Feick* (SEAL)  
Name: David C Feick

10 FEB 5 1962  
Vol 5662 folio 21

*[Signature]*

Address:

27) Margie Shusta (SEAL)

Name: 100 Coreopsis Ct

Address:

*[Signature]*

28) [Signature] (SEAL)

Name: KATHA JONES

Address: 138 W. Heather Rd

*[Signature]*

29) C. Butler (SEAL)

Name: C. Butler

Address: 119 Hibiscus Ct Bel Air MD 21014

*[Signature]*

30) L. Errington (SEAL)

Name: LYNNE ERRINGTON

Address: 121 W. HEATHER RD BEL AIR

*[Signature]*

31) Robert R. Souder (SEAL)

Name: ROBERT R. SOUDERS

Address: 106 Coreopsis Ct.

*[Signature]*

32) Charlie J. Perrin (SEAL)

Name: CHARLIE T. PERRIN

Address: 105 Coreopsis Ct.

*[Signature]*

33) R. K. Hoover (SEAL)

Name: Randall K Hoover

Address: 105 Hibiscus Ct.

*[Signature]*

34) Margaret Elkins (SEAL)

Name: Margaret Elkins

Address: 102 Hibiscus Court

*[Signature]*

35) Diana Lupus (SEAL)

Name: Diana Lupus

Address: 127 W. Heather Rd.

*[Signature]*

36) Jean Buelow (SEAL)

Name: Jean Buelow

Address: 114 Hibiscus Ct

*[Signature]*

37) D. M. Norris (SEAL)

Name: Doreen M Norris

Address: 125 W Heather Rd

*[Signature]*

38) Nguyen T. Nguyen (SEAL)

Name: NGUYEN T, NGUYEN

123 W. HEATHER RD.

Lisa V. Robert

Lisa V. Robert

Address:

39) M. Miller (SEAL)

Name: Mary Miller  
Address: 136 W. Heather Rd

40) Sherry Dawson (SEAL)

Name: Sherry Dawson  
Address: 140 W Heather Rd

41) \_\_\_\_\_ (SEAL)

Name:  
Address:

42) \_\_\_\_\_ (SEAL)

Name:  
Address:

43) \_\_\_\_\_ (SEAL)

Name:  
Address:

44) \_\_\_\_\_ (SEAL)

Name:  
Address:

45) \_\_\_\_\_ (SEAL)

Name:  
Address:

46) \_\_\_\_\_ (SEAL)

Name:  
Address:

47) \_\_\_\_\_ (SEAL)

Name:  
Address:

48) \_\_\_\_\_ (SEAL)

Name:  
Address:

49) \_\_\_\_\_ (SEAL)

Name:  
Address:

50) \_\_\_\_\_ (SEAL)

Name:

Return to:

**Brown & Sheehan**  
The Tide Building - Suite 300  
1010 Hull Street  
Baltimore, MD 21230

LIBER 00037 FOLIO 274

LR - HOA Dep Amendment 25.00

HOA Name: East Gate  
Ref:

THIRD AMENDMENT TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

EAST GATE COMMUNITY ASSOCIATION, INC.

Total: 917 25.00  
06/27/2022 10:37  
CC12-EV  
#16584772 CC0302 -  
Harford  
County/CC03.02.06 -  
Register 06

HARFORD COUNTY CIRCUIT COURT (Homeowners Association Records) JJR 37, p. 0274, MSA\_CE486\_37, Date available 11/04/2022. Printed 06/24/2024.

**THIS THIRD AMENDMENT** to the Declaration of Covenants, Conditions, and Restrictions for East Gate Community Association, Inc. is made this 5<sup>th</sup> day of August, 2021, by the undersigned, constituting more than seventy-five percent (75%) of the owners of lots in the East Gate subdivision.

**WHEREAS**, the undersigned, constituting more than seventy-five percent (75%) of the owners of lots in the East Gate subdivision, hereby the East Gate Community Association, Inc. Declaration of Covenants, Conditions and Restrictions (The "Declaration"), which Declaration is recorded among the Land Records of Harford County in Liber C.G.H. 3146, folio 0271, as amended by the First and Second Amendments to the East Gate Community Association, Inc., Declaration of Covenants, Conditions and Restrictions, recorded among the Land Records of Harford County. Except as amended and supplemented, below The Declaration and Amendments thereto shall remain in full force and effect.

**NOW, THEREFORE, WITNESSETH:**

1. That Article VII, Section 3, subsection (c) of the Declaration shall be amended by striking said subsection in its entirety and replacing it with the following:

**"ARTICLE VII**

**USE OF PROPERTY**

**Section 3. Protective Covenants.**

(c) Fences. No fences shall be permitted on any Lot other than the four foot (4') high, split rail variety, (which may contain coated wire mesh along the inside of the fence), four foot (4') high picket style fence made of wood, vinyl or metal of appropriate stain or color approved by the Architectural Control Committee in writing.

All fences shall begin at the rear of the dwelling and extend along the rear building line to the side lot line, continuing along the side lot line to and along the rear property line unless for safety reasons and with prior written approval from the Architectural Control Committee. For corner lots, all fences shall begin at the rear of the dwelling and extend along the rear building line to the side street setback, continuing along the side street setback (which shall be ten feet

(10') from the property line), to and along the rear lot line. Notwithstanding anything to the contrary set forth herein, the Architectural Control Committee may allow the construction of a permitted fence at a height of up to six feet (6') along the rear lot line of a Lot if, in the reasonable judgment of the Architectural Control Committee, the following conditions exist:

- (i) there is an unsightly or otherwise objectionable condition, use or activity, the presence of which could negatively affect the Owner's enjoyment of his or her rear yard; and
- (ii) the unsightly or otherwise objectionable condition, use or activity is located or conducted on property that is not subject to this Declaration,
- (iii) the lot's rear line is adjacent to an area not subject to these covenants, or
- (iv) the lot has an approved pool on the rear of the lots."

WITNESS the hands and seals of the undersigned, constituting more than seventy-five percent (75%) of lot owners in the East Gate subdivision.

WITNESS:

1. [Signature]

Eric Lachica (SEAL)  
NAME: Eric Lachica  
ADDRESS: 103 Coropusis Cr.  
Bel Air, MD 21014

2. [Signature]

Margaret Elms (SEAL)  
NAME: Margaret Elms  
ADDRESS: 102 Hibiscus Ct  
Bel Air, MD 21014

3. [Signature]

Michael May (SEAL)  
NAME: Michael May  
ADDRESS: 130 West Feather Rd

4. [Signature]

Cynthia Butler (SEAL)  
NAME: Heterbi Cynthia Butler  
ADDRESS: 119 Hibiscus Ct  
Bel Air MD 21014

5. [Signature]

David L. Martin (SEAL)  
NAME: David L. Martin  
ADDRESS: 109 Hibiscus Ct  
Bel Air, MD 21014



LIBER 00037 FOLIO 276

6. *Lisa Polites*

*Lisa Polites* (SEAL)  
NAME: Lisa Polites  
ADDRESS: 134 W Heather Rd  
Bel Air MD 21014

7. *George Mussin*

*George Mussin* (SEAL)  
NAME: GEORGE MUSSIN  
ADDRESS: 104 Coreopsis Ct  
Bel Air MD 21014

8. *Rockelle Brewer*

*Rockelle Brewer* (SEAL)  
NAME: Rockelle Brewer  
ADDRESS: 104 Hibiscus Ct  
Bel Air MD 21014

9. *Steven Huie*

*Steven Huie* (SEAL)  
NAME: STEVEN HUIE  
ADDRESS: 118 Hibiscus Ct  
Bel Air MD 21014

10. *Patricia Barb*

*Patricia Barb* (SEAL)  
NAME: Patricia BARB  
ADDRESS: 116 Hibiscus Ct  
Bel Air MD 21014

11. *Shela Lapourville*

*Shela Lapourville* (SEAL)  
NAME: Shela Lapourville  
ADDRESS: 113 Hibiscus Ct  
Bel Air MD 21014

12. *James Kartola*

*James Kartola* (SEAL)  
NAME: James Kartola  
ADDRESS: 100 Coreopsis Ct  
Bel Air MD 21014

13. *Ashley Shutt*

*Ashley Shutt* (SEAL)  
NAME: Ashley Shutt  
ADDRESS: 125 W Hecker  
Bel Air MD 21014


14. *Jeffrey LPA*


*Jeffrey LPA* (SEAL)  
NAME: Jeffrey LPA  
ADDRESS: 100 Coreopsis Ct  
Bel Air MD 21014

15. *Lisa V Roberts*

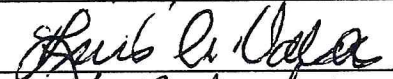
*Lisa V Roberts* (SEAL)  
NAME: Lisa V Roberts  
ADDRESS: 108 Coreopsis Ct  
Bel Air MD 21014

LIBER 000037 FOLIO 277

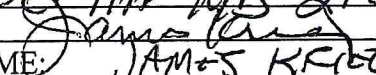
16. 

 (SEAL)  
NAME: Jason Harmon  
ADDRESS: 106 Hibiscus Ct  
Bel Air, MD 21014

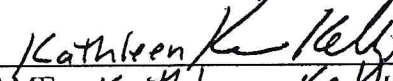
17. 

 (SEAL)  
NAME: Luis A. Valdes  
ADDRESS: 144 W. Heather Rd  
Bel Air MD 21014

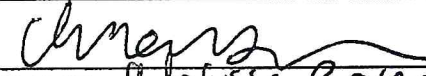
18. 

 (SEAL)  
NAME: JAMES KRIEG  
ADDRESS: 102 COREOPSIS CT.  
Bel Air MD. 21014

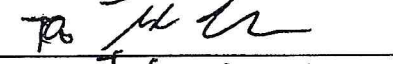
19. 

 (SEAL)  
NAME: Kathleen Kelly  
ADDRESS: 107 Hibiscus Ct  
Bel Air MD 21014


20. 


 (SEAL)  
NAME: Melissa Barnes  
ADDRESS: 112 Hibiscus Ct  
Bel Air MD 21014

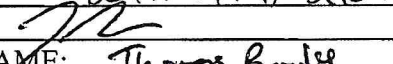
21. 

 (SEAL)  
NAME: Toby Landon  
ADDRESS: 110 Hibiscus Ct  
Bel Air MD 21014

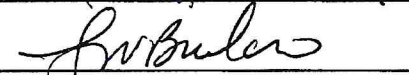
22. 

 (SEAL)  
NAME: Joy Daugherty  
ADDRESS: 117 Hibiscus Ct  
Bel Air, MD 21014


23. 

 (SEAL)  
NAME: Thomas Rowlett  
ADDRESS: 105 Hibiscus Ct  
Bel Air MD 21014

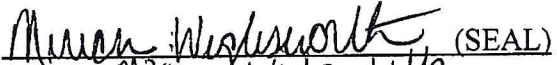
24. 

 (SEAL)  
NAME: JOHN W BUELOW  
ADDRESS: 114 HIBISCUS CT  
BEL AIR, MD 21014

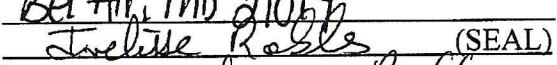
25. 

 (SEAL)  
NAME: KENNETH R. QUIGG  
ADDRESS: 138 W Heather Rd  
Bel Air MD 21014


26. 

 (SEAL)  
NAME: Miriam Widenor  
ADDRESS: 103 Hopkins Ct.  
Bel Air, MD 21014

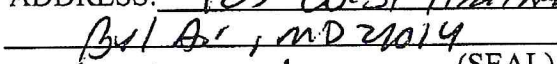
27. 

 (SEAL)  
NAME: Joellee Robles  
ADDRESS: 140 W Heather Rd  
Bel Air MD 21014

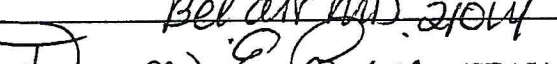
28. 

 (SEAL)  
NAME: Brian Lupis  
ADDRESS: 125 West Heather Rd  
Bel Air, MD 21014

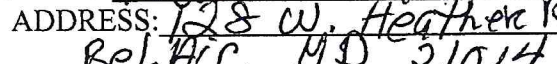
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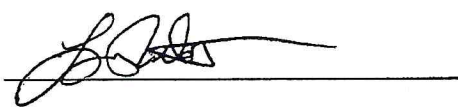
 (SEAL)  
NAME: Cassie  
ADDRESS: 107 Coreopsis Ct  
Bel Air MD 21014


30. 


 (SEAL)  
NAME: Dawn E. Rice  
ADDRESS: 128 W. Heather Rd  
Bel Air, MD 21014

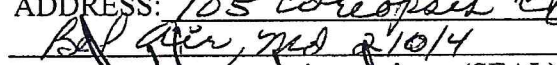
31. 

 (SEAL)  
NAME: Wayne Epps  
ADDRESS: 146 W. Heather St  
Bel Air MD 21014

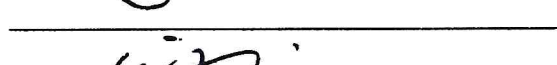
32. 

 (SEAL)  
NAME: Loretta Perrin  
ADDRESS: 105 Coreopsis Ct.  
Bel Air, MD 21014

33. 

 (SEAL)  
NAME: James Hardy, Jr.  
ADDRESS: \_\_\_\_\_

34. 

 (SEAL)  
NAME: Choi Tropani  
ADDRESS: 145 W Heather Rd  
Bel Air MD 21014

35. [Signature]

[Signature] (SEAL)  
NAME: Jessica Schuetheis  
ADDRESS: 111 Hibiscus Ct.  
Bel Air, MD 21014

36. [Signature]

[Signature] (SEAL)  
NAME: KATHARINE DAKISTORO  
ADDRESS: 108 Hibiscus Ct.  
BEL AIR, MD 21014

37. [Signature]

[Signature] (SEAL)  
NAME: Robert Souders  
ADDRESS: 106 Coreopsis Ct  
Bel air md 21014

38. [Signature]

[Signature] (SEAL)  
NAME: MECKSON ABRATHAM  
ADDRESS: 134W HEATHER RD  
BELAIR MD 21014

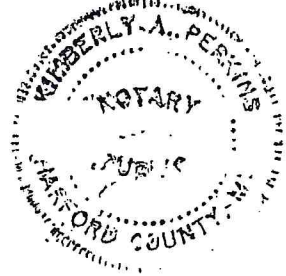
**STATE OF MARYLAND  
COUNTY OF HARFORD, to wit:**

I HEREBY CERTIFY that on this 5<sup>th</sup> day of August, 2021, before me, the subscriber a Notary Public of the State and County aforesaid personal appeared the above individuals who acknowledged that they are the record owners of the property located at the address set forth below their respective names, and that each of them executed the foregoing Third Amendment to East Gate Community Association, Inc., Declaration of Covenants, Conditions and Restrictions as his/her act and Deed.

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

[Signature]  
Notary Public

My Commission Expires: 2/23/2026



Return to:  
Patrick J. Perkins, Esquire  
101 Coreopsis Court  
Bel air, md 21014

LIBER 00037 FOLIO 280

LR - HOA Dep Amendment 25.00

FOURTH AMENDMENT TO

HOA Name: East Gate  
Ref:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

50.00

FOR

09/07/2022 10:39

CC12-EV

EAST GATE COMMUNITY ASSOCIATION, INC.

#16584832 CC0302 -  
Harford  
County/CC03.02.06 -  
Register 06

**THIS FOURTH AMENDMENT** to the Declaration of Covenants, Conditions, and Restrictions for East Gate Community Association, Inc. is made this 5<sup>th</sup> day of August, 2021, by the undersigned, constituting more than seventy-five percent (75%) of the owners of lots in the East Gate subdivision.

**WHEREAS**, the undersigned, constituting more than seventy-five percent (75%) of the owners of lots in the East Gate subdivision, hereby the East Gate Community Association, Inc. Declaration of Covenants, Conditions and Restrictions (The "Declaration"), which Declaration is recorded among the Land Records of Harford County in Liber C.G.H. 3146, folio 0271, as amended by the First, Second, and Third Amendments to the East Gate Community Association, Inc., Declaration of Covenants, Conditions and Restrictions, recorded among the Land Records of Harford County. Except as amended and supplemented, below The Declaration and Amendments thereto shall remain in full force and effect.

**NOW, THEREFORE, WITNESSETH:**

1. That Article VII, Section 3 of the Declaration shall be amended to include subsection (q) of the Declaration and states as follows:

"ARTICLE VII

USE OF PROPERTY

Section 3. Protective Covenants.

(q) Hardscaping. With prior written approval by the Architectural Control Committee, hardscaping, including but not limited to, patios, decks, firepits, outdoor kitchens, pergolas, lighting, and retaining walls may be permitted upon the following conditions; that they are;

(i) limited to the rear of the dwelling, except retaining walls, lighting and walkways,

(ii) such improvements are made by a licensed professional hardscaping company,

HARFORD COUNTY CIRCUIT COURT (Homeowners Association Records) JJR 37, p. 0280, MSA\_CE486\_37. Date available 11/04/2022. Printed 06/24/2024.

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(iii) all appropriate government permits and/or variances are obtained, and

(iv) the improvements are consistent with the overall style and appearance of the East Gate Community, as determined by the Architectural Control Committee. Prior to beginning any work, a detailed written plan must be submitted to the Architectural Control Committee for its approval.

WITNESS the hands and seals of the undersigned, constituting more than seventy-five percent (75%) of lot owners in the East Gate subdivision.

WITNESS:

1. [Signature]

Erie Lashua (SEAL)  
NAME: Erie Lashua  
ADDRESS: 103 Coreopsis Ct.  
Bel Air, MD 21014

2. [Signature]

Michael E. King (SEAL)  
NAME: Michael E. King  
ADDRESS: 102 Hibiscus Ct.  
Bel Air, MD 21014

3. [Signature]

Michael Mast (SEAL)  
NAME: Michael Mast  
ADDRESS: 130 West Heather Rd

4. [Signature]

Cynthia Butler (SEAL)  
NAME: Cynthia Butler  
ADDRESS: 119 Hibiscus Ct  
Bel Air MD 21014

5. [Signature]

David L. Martin (SEAL)  
NAME: David L. Martin  
ADDRESS: 109 Hibiscus Ct.  
Bel Air MD 21014

6. [Signature]

George Massin V (SEAL)  
NAME: GEORGE MASSIN V  
ADDRESS: 104 Coreopsis Ct  
Bel Air MD 21014

7. [Signature]

Lisa Polter (SEAL)  
NAME: Lisa Polter  
ADDRESS: 136 W Heather Rd  
Bel Air, MD 21014

LIBER 00037

FOLIO 282

8. [Signature]

[Signature] (SEAL)

NAME: Rockelle Green  
ADDRESS: 100 Hibiscus Ct  
Bel Air MD 21044

9. [Signature]

[Signature] (SEAL)

NAME: STEVEN HUIE  
ADDRESS: 118 Hibiscus Ct  
Bel Air MD 21014

10. [Signature]

[Signature] (SEAL)

NAME: Patricia BARB  
ADDRESS: 116 Hibiscus Ct  
Bel Air MD 21014

11. [Signature]

[Signature] (SEAL)

NAME: Shela Lapouralle  
ADDRESS: 113 Hibiscus Ct  
Bel Air MD 21014

12. [Signature]

[Signature] (SEAL)

NAME: James Kantola  
ADDRESS: 100 Conopsis Ct  
Bel Air MD 21014

13. [Signature]

[Signature] (SEAL)

NAME: Stephan Lippa  
ADDRESS: 109 Conopsis Ct  
Bel Air MD 21014

14. [Signature]

[Signature] (SEAL)

NAME: Ashley Shutt  
ADDRESS: 125 W Heather Rd  
Bel Air MD 21014

15. [Signature]

[Signature] (SEAL)

NAME: Lisa Roberts  
ADDRESS: 108 Conopsis Ct  
Bel Air MD 21014

16. [Signature]

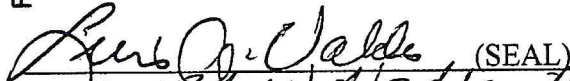
[Signature] (SEAL)

NAME: Jason Harman  
ADDRESS: 106 Hibiscus Ct  
Bel Air MD 21014


LIBER 000037

FOLIO 283

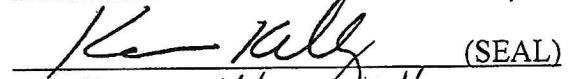
17. 

 (SEAL)  
NAME: 172 W. Heather Rd  
ADDRESS: 172 W. Heather Rd  
Bel Air MD 21014


18. 

 (SEAL)  
NAME: JAMES KRIEG  
ADDRESS: 102 COREOPSIS CT  
Bel Air MD. 21014

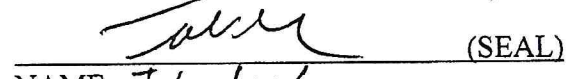
19. 

 (SEAL)  
NAME: Kathleen Kelly  
ADDRESS: 107 Hibiscus Ct  
Bel Air MD 21014

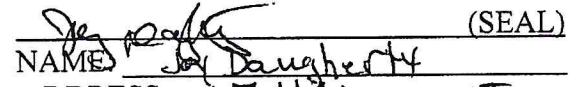
20. 

 (SEAL)  
NAME: Melissa Barnes  
ADDRESS: 112 Hibiscus Ct  
Bel Air MD 21014

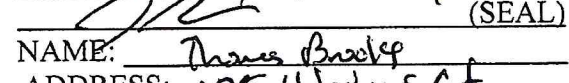
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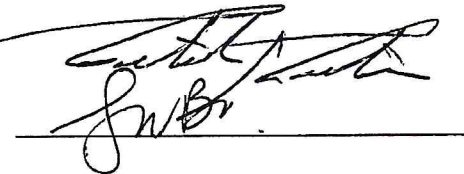
 (SEAL)  
NAME: Toby Lathan  
ADDRESS: 110 Hibiscus Ct  
~~110 Hibiscus Ct~~  
Bel Air MD 21014

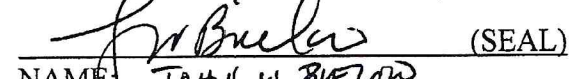
22. 

 (SEAL)  
NAME: Jay Daugherty  
ADDRESS: 117 Hibiscus Ct  
Bel Air MD 21014


23. 

 (SEAL)  
NAME: Thomas Brody  
ADDRESS: 105 Hibiscus Ct  
Bel Air, MD 21014

24. 

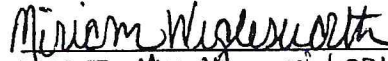
 (SEAL)  
NAME: JOHN W BUELOW  
ADDRESS: 114 Hibiscus Ct  
Bel Air MD 21014

25. 

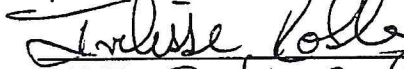
 (SEAL)  
NAME: Kenneth R. Aubrey  
ADDRESS: 138 W Heather Rd  
Bel Air MD 21014




26. 


 (SEAL)  
NAME: Miriam Niglesworth  
ADDRESS: 103 Hibiscus Ct.  
Bel Air, MD 21014

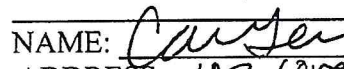
27. 

 (SEAL)  
NAME: Joelisse Rolles  
ADDRESS: 140 W Heather Rd.  
Bel Air MD 21014

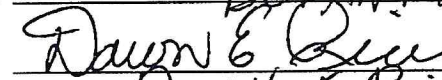
28. 


 (SEAL)  
NAME: Brian Lupus  
ADDRESS: 127 West Heather Rd  
Bel Air, MD 21014

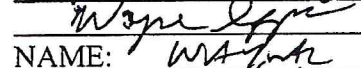
29. 

 (SEAL)  
NAME: Carleen  
ADDRESS: 107 Coreopsis Ct  
Bel Air, MD 21014

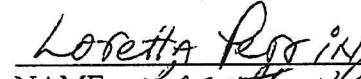
30. 

 (SEAL)  
NAME: Dawn E Rice  
ADDRESS: 128 W. Heather Rd  
Bel Air, MD 21014

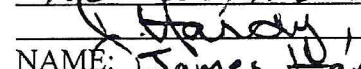
31. 

 (SEAL)  
NAME: Wynne Lynn  
ADDRESS: 146 W. HEATHER RD  
BEL AIR MD 21014


32. 

 (SEAL)  
NAME: Loretta Perrin  
ADDRESS: 105 Coreopsis Ct.  
Bel Air, MD 21014

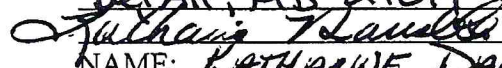
33. 

 (SEAL)  
NAME: James Hardy Jr.  
ADDRESS: \_\_\_\_\_

34. 

 (SEAL)  
NAME: Jessica Schulteis  
ADDRESS: 111 Hibiscus Ct.  
Bel Air, MD 21014

35. 

 (SEAL)  
NAME: KATHARINE DAKISTOTLE  
ADDRESS: 108 HIBISCUS CT.  
BEL AIR, MD 21014

36. [Signature]

[Signature] (SEAL)

NAME: 106 Coreopsis Ct  
ADDRESS: Bel Air MD 21014  
Bel Air MD 21014

37. [Signature]

[Signature] (SEAL)

NAME: MECKSTY SPRATHAM  
ADDRESS: 134 W HEATHER RD  
BELAIR MD 21014

38. [Signature]

[Signature] (SEAL)

NAME: JOEL MURPHEES  
ADDRESS: 139 W. HOATHOR RD  
BEL AIR, MD 21014

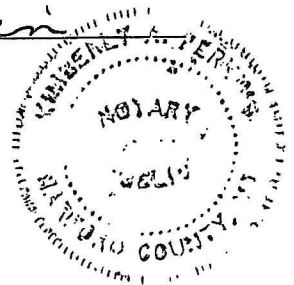
STATE OF MARYLAND  
COUNTY OF HARFORD, to wit:

I HEREBY CERTIFY that on this 5<sup>th</sup> day of August, 2021, before me, the subscriber a Notary Public of the State and County aforesaid personal appeared the above individuals who acknowledged that they are the record owners of the property located at the address set forth below their respective names, and that each of them executed the foregoing Amendment to East Gate Community Association, Inc., Declaration of Covenants, Conditions and Restrictions as his/her act and Deed.

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

[Signature]  
Notary Public

My Commission Expires: 2/23/2024



Return to:  
Patrick J. Perkins, Esquire  
101 Coreopsis Court  
Bel Air, MD 21014

LIBER 00037 FOLIO 286

LR - HOA Dep Amendment 25.00

HOA Name: East Gate  
Ref:

**FIFTH AMENDMENT TO**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

09/07/2022 10:39 50.00  
CC12-EV

**FOR**

**EAST GATE COMMUNITY ASSOCIATION, INC.**

#10584832 CC0302 -  
Harford  
County/CC03.02.06 -  
Register 06

**THIS FIFTH AMENDMENT** to the Declaration of Covenants, Conditions, and Restrictions for East Gate Community Association, Inc. is made this 5<sup>th</sup> day of August, 2021, by the undersigned, constituting more than seventy-five percent (75%) of the owners of lots in the East Gate subdivision.

**WHEREAS**, the undersigned, constituting more than seventy-five percent (75%) of the owners of lots in the East Gate subdivision, hereby the East Gate Community Association, Inc. Declaration of Covenants, Conditions and Restrictions (The "Declaration"), which Declaration is recorded among the Land Records of Harford County in Liber C.G.H. 3146, folio 0271, as amended by the First, Second, Third, and Fourth Amendments to the East Gate Community Association, Inc., Declaration of Covenants, Conditions and Restrictions, recorded among the Land Records of Harford County. Except as amended and supplemented, below The Declaration and Amendments thereto shall remain in full force and effect.

**NOW, THEREFORE, WITNESSETH:**

1. That Article VII, Section 3 of the Declaration shall be amended to include subsection (r) of the Declaration and states as follows:

**"ARTICLE VII**

**USE OF PROPERTY**

**Section 3. Protective Covenants.**

(r) Solar Panels. With prior written approval by the Architectural Control Committee, solar panels may be installed on the roof of a dwelling upon the following conditions;

- (i) the installation is performed by a professional, licensed company,
- (ii) all appropriate government permits and/or variances are obtained,
- (iii) the improvements are consistent with the overall style and appearance of the East Gate Community, as determined by the Architectural Control Committee. Prior to

25 -  
R

beginning any work, a detailed written plan must be submitted to the Architectural Control Committee for its approval.

WITNESS the hands and seals of the undersigned, constituting more than seventy-five percent (75%) of lot owners in the East Gate subdivision.

WITNESS:

1. [Signature]

Erii Lachica (SEAL)  
NAME: Erii Lachica  
ADDRESS: 103 Coreopsis Ct.  
Bel Air, MD 21014

2. [Signature]

Margaret Ellen (SEAL)  
NAME: Margaret Ellen  
ADDRESS: 102 Hibiscus Ct.  
Bel Air MD 21014

3. [Signature]

Michael Muth (SEAL)  
NAME: Michael Muth  
ADDRESS: 130 West Heather Rd

4. [Signature]

Cynthia Butler (SEAL)  
NAME: Cynthia Butler  
ADDRESS: 109 Hibiscus Ct  
Bel Air MD 21014

5. [Signature]

David L. Martin (SEAL)  
NAME: David L. Martin  
ADDRESS: 109 Hibiscus Ct.  
Bel Air MD 21014

6. [Signature]

Lisa Polite (SEAL)  
NAME: Lisa Polite  
ADDRESS: 136 W Heather Rd  
Bel Air, MD 21014

7. [Signature]

Gedage Mussini (SEAL)  
NAME: Gedage Mussini  
ADDRESS: 104 Coreopsis Ct  
Bel Air MD 21014

8. [Signature]

Rocky Green (SEAL)  
NAME: Rocky Green  
ADDRESS: 104 Hibiscus Ct  
Bel Air MD 21014

LIBER 000037

FOLIO 288

9. [Signature]

[Signature] (SEAL)  
NAME: STEVEN HUIE  
ADDRESS: 118 Hibiscus Ct  
BELAIR MD 21014

10. [Signature]

[Signature] (SEAL)  
NAME: Patricia BARB  
ADDRESS: 116 H. Biscus Ct  
BELAIR MD 21014

11. [Signature]

[Signature] (SEAL)  
NAME: Sheila Lapouralle  
ADDRESS: 113 Hibiscus Ct  
Bel Air MD 21014

12. [Signature]

[Signature] (SEAL)  
NAME: James Kartola  
ADDRESS: 100 Coreopsis Ct  
Bel Air MD 21014

13. [Signature]

[Signature] (SEAL)  
NAME: Ashley Shutt  
ADDRESS: 13 W Heather Rd  
BELAIR MD 21014

14. [Signature]

[Signature] (SEAL)  
NAME: ~~Jeffrey~~ LIRA  
ADDRESS: 109 Coreopsis Ct  
Bel Air MD 21014

15. [Signature]

[Signature] (SEAL)  
NAME: Lisa V Roberts  
ADDRESS: 108 Coreopsis Ct  
Bel Air MD 21014

16. [Signature]

[Signature] (SEAL)  
NAME: Jason Harmon  
ADDRESS: 106 Hibiscus Ct  
Bel Air MD 21014

17. [Signature]

[Signature] (SEAL)  
NAME: Luis H. Valdes  
ADDRESS: 144 W. Heather Rd  
Bel Air MD 21014

18. [Signature]

[Signature] (SEAL)  
NAME: James KIRK  
ADDRESS: 102 Coreopsis Ct.  
Bel. MD. 21014

19. [Signature]

K Kelly (SEAL)  
NAME: Kathleen Kelly  
ADDRESS: 107 Hibiscus Ct  
Bel Air MD 21014

20. [Signature]

[Signature] (SEAL)  
NAME: Toby Carham  
ADDRESS: 110 Hibiscus Ct  
Bel Air MD 21014

21. [Signature]

[Signature] (SEAL)  
NAME: [Signature]  
ADDRESS: 117 Hibiscus Ct  
Bel Air MD 21014

22. [Signature]

[Signature] (SEAL)  
NAME: Thomas Bobbs  
ADDRESS: 105 Hlorey Ct  
Bel Air MD 21014

23. [Signature]

[Signature] (SEAL)  
NAME: JOHN W BUELOW  
ADDRESS: 114 HIBISCUS CT  
BEL AIR MD 21014

24. [Signature]

Minim Widesworth (SEAL)  
NAME: Minim Widesworth  
ADDRESS: 105 Hibiscus Ct.  
Bel Air, MD 21014

25. [Signature]

[Signature] (SEAL)  
NAME: Kenneth R. Avery  
ADDRESS: 138 W Heather Rd  
Bel Air, MD 21014

26. [Signature]

Louise Robles (SEAL)  
NAME: Louise Robles  
ADDRESS: 140 W Heather Rd.  
Bel Air Md MD 21014

27. [Signature]

[Signature] (SEAL)  
NAME: Brian Lupus  
ADDRESS: 127 W 1st Heather  
Bel Air, MD 21014

IBER 000037

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28. [Signature]

Cann Fulk (SEAL)  
NAME: Cann Fulk

ADDRESS: 107 LOREDO CT  
Bel Air MD 21014

29. [Signature]

Dawn E. Rice (SEAL)  
NAME: Dawn E. Rice

ADDRESS: 12 S W. Heather Rd  
Bel Air MD 21014

30. [Signature]

Wayne Epps (SEAL)  
NAME: Wayne Epps

ADDRESS: 146 W. Heather Rd  
Bel Air MD 21014

31. [Signature]

Aretta Perrin (SEAL)  
NAME: Aretta Perrin

ADDRESS: 105 Coreopsis Ct.  
Bel Air, MD 21014

32. [Signature]

James Hardy, Jr. (SEAL)  
NAME: James Hardy, Jr.

ADDRESS: \_\_\_\_\_

33. [Signature]

[Signature] (SEAL)  
NAME: \_\_\_\_\_

ADDRESS: 145 W Heather Rd  
Bel Air MD 21014

34. [Signature]

Jessica Schutte (SEAL)  
NAME: Jessica Schutte

ADDRESS: 111 Hibiscus Ct.  
Bel Air, MD 21014

35. [Signature]

Jathani Taylor (SEAL)  
NAME: Jathani Taylor

ADDRESS: 108 Hibiscus Ct.  
BEL AIR, MD 21014

36. [Signature]

Robert Souders (SEAL)  
NAME: Robert Souders

ADDRESS: 106 Coreopsis Ct  
Bel Air MD 21014

37. [Signature]

Meckson Abraham (SEAL)  
NAME: Meckson Abraham

ADDRESS: 134 W HEATHER RD  
BEL AIR MD 21014

38. Julie Perkin

(SEAL)  
NAME: JOEL MUNESSES  
ADDRESS: 139 W. HEATHER RD  
BEL AIR, MD 21014

STATE OF MARYLAND  
COUNTY OF HARFORD, to wit:

I HEREBY CERTIFY that on this 5<sup>th</sup> day of August, 2021, before me, the subscriber a Notary Public of the State and County aforesaid personal appeared the above individuals who acknowledged that they are the record owners of the property located at the address set forth below their respective names, and that each of them executed the foregoing Amendment to East Gate Community Association, Inc., Declaration of Covenants, Conditions and Restrictions as his/her act and Deed.

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

My Commission Expires: 2/23/2024

Julie Perkin  
Notary Public



Return to Patrick J Perkins, Esquire  
101 Coreopsis Court  
Bel air, MD  
21014