

# Silver Hill Farm Homeowners Association, Inc.

Articles of Incorporation



**Articles of Incorporation**  
**Silver Hill Farm Homeowners Association, Inc.**

STATE DEPARTMENT OF ASSESSMENTS  
AND TAXATION

APPROVED FOR RECORD

10-13-89

at 2139

SILVER HILL FARM AND SILVER HILL FARM-WEST  
HOMEOWNERS' ASSOCIATION, INC.

ARTICLES OF INCORPORATION

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

ARTICLE I

NAME

The name of the Corporation is SILVER HILL FARM AND SILVER HILL FARM WEST HOMEOWNERS' ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association is located at 11-H Gwynns Mill Court, Owings Mills, Maryland 21117.

ARTICLE III

RESIDENT AGENT

Louis J. Breitenother, Jr., whose address is 11-H Gwynns Mill Court, Owings Mills, Maryland 21117 is hereby appointed the Resident Agent of the Association.

ARTICLE IV

DECLARATION

The terms "Association", "Common Area", "Company", "Declarant", "Lots", "Owner", and "Property" as used in these Articles of Incorporation shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions relating to Silver Hill Farm and Silver Hill Farm-West Homeowners' Association, Inc. recorded or intended to be recorded among the Land Records of Baltimore County, Maryland, as may be amended from time to time (the "Declaration").

ARTICLE V

PURPOSES AND POWERS

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

RECEIVED  
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
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STATE OF MARYLAND

I hereby certify that this is a true and complete copy of the 8 page document on file in this office. DATED: 10/13/89

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

BY: Dancy L. Muenzger

This stamp replaces our previous certification system. Effective: 10/84

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

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

#### ARTICLE VI

##### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include and does not include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

#### ARTICLE VII

##### VOTING RIGHTS

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

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

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

(b) on January 2, 1999; or

(c) upon the surrender of said Class B membership by the then holder for cancellation on the books of the Association; or

(d) at any time the membership of said Class B shall elect to terminate it membership.

ARTICLE X

BOARD OF DIRECTORS

The affairs of this Association shall initially be managed by a Board of three (3) Directors who need not be members of the Association (the "Charter Directors"). The number, terms, and election of Directors may be changed by amendment of the Bylaws 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:

1. Harry I. Rosenthal  
11-H Gwynns Mill Court  
Owings Mills, Maryland 21117
2. Louis J. Breitenother, Jr.  
11-H Gwynns Mill Court  
Owings Mills, Maryland 21117
3. Beth Shavitz  
11-H Gwynns Mill Court  
Owings Mills, Maryland 21117

The above-named Directors shall serve until the first annual meeting of the members at which their successors are elected. The remaining Directors may elect a successor to fill the unexpired term of a Director in the event of death, resignation or removal of a Director.

From and after the first annual meeting of members, the term of office of the Directors shall be staggered. At the first meeting of members, the members shall elect one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years, and one (1) Director for a term of three (3) years. The term of office for the director receiving the greatest number of votes shall be fixed at three (3) years. The term of office for the Directors receiving the second and greatest number of votes shall be fixed at two (2) years and the third such Director shall be

2093427.2  
09/05/89

elected to an initial term of one (1) year. At each subsequent meeting of members, the members shall elect one-half (1/2) of the total number of Directors and the term of each Director shall be two (2) years.

ARTICLE XI

DISSOLUTION

The Association may be dissolved with the assent in writing and signed by not less than the holders of two-thirds (2/3) of the votes of each class of 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 such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-stock corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XI

DURATION

The Association shall exist perpetually, unless dissolved pursuant to Article IX.

ARTICLE XI

AMENDMENT

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

2093427.2  
09/05/89

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

ARTICLE XII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

No Director or Officer of the Corporation shall be liable to the Corporation or to its members for money damages except (1) to the extent that is proved that such director or officer actually received an improper benefit or profit in money, property or services, for the amount of the benefit or profit in money, property or services actually received, or (2) to the extent that a judgment or other final adjudication adverse to such director or officer is entered in a proceeding based on a finding in the proceeding that such director's or officer's action, or failure to act, was (a) the result of active and deliberate dishonesty or (b) intentionally wrongful, willful or malicious and, in each such case, was material to the cause of action adjudicated in the proceeding.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Maryland, the undersigned, Louis J. Breitenother Jr., whose post office address is 11-H Gwynns Mill Court, Owings Mills, Maryland 21117, being at least eighteen (18) years of age, has executed these Articles of Incorporation this 27<sup>th</sup> day of September, 1989 for the purpose of incorporating this Association.

WITNESS:

*[Signature]*

INCORPORATOR:

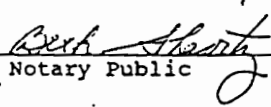
*[Signature]* (Seal)  
Louis J. Breitenother Jr.

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STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 27<sup>th</sup> day of September, 1989 before me, the undersigned, a Notary Public in and for said State, personally appeared LOUIS J. BREITENOTHER, JR., the within named Incorporator, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Articles of Incorporation, and he acknowledged that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

  
\_\_\_\_\_  
Notary Public

My Commission expires July 1, 1990.



State Department of Assessments and Taxation

Gene L. Burner, Director

DOCUMENT CODE 02 BUSINESS CODE 04 COUNTY 53

# \_\_\_\_\_ P.A. \_\_\_\_\_ Religious \_\_\_\_\_ Close \_\_\_\_\_ Stock  Nonstock

Merging (Transferor) \_\_\_\_\_ Surviving (Transferee) \_\_\_\_\_

CODE	AMOUNT	FEE REMITTED	
10	<u>59</u>	Expedited Fee	Name Change (New Name) _____
20	<u>20</u>	Organ. & Capitalization	_____
61	<u>20</u>	Rec. Fee (Arts. of Inc.)	_____
62	_____	Rec. Fee (Amendment)	_____
63	_____	Rec. Fee (Merger or Consolidation)	_____
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	<u>13</u>	1 Certified Copy <u>1</u>	_____ Other Change _____
56	_____	Penalty	_____
54	_____	For. Supplemental Cert.	_____
53	_____	Foreign Resolution	_____
73	_____	Certificate of Conveyance	_____
76	_____	Certificate of Merger/Transfer	_____
75	_____	Special Fee	Code _____
80	_____	For. Limited Partnership	ATTENTION: _____
83	_____	Cert. Limited Partnership	_____
84	_____	Amendment to Limited Partnership	_____
85	_____	Termination of Limited Partnership	_____
21	_____	Recordation Tax	_____
22	_____	State Transfer Tax	_____
23	_____	Local Transfer Tax	_____
31	<u>6</u>	1 Corp. Good Standing	MAIL TO ADDRESS: _____
NA	_____	Foreign Corp. Registration	<u>Barry Greenburg</u>
87	_____	Limited Part. Good Standing	<u>2115 1st md. Bldg</u>
71	_____	Financial	<u>25 S. Charles St.</u>
600	_____	Property Reports and late filing penalties	<u>Balto, md. 21201</u>
		_____ Personal	_____
70	_____	Change of P.O., R.A. or R.A.A.	_____
91	_____	Amend/Cancellation, For. Limited Part.	_____
		Other	_____

TOTAL FEES 118

Check \_\_\_\_\_ Cash

NOTE:

Documents on \_\_\_\_\_ checks

APPROVED BY: J.M.T.

# STATE OF MARYLAND

31606

## STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

301 West Preston Street Baltimore, Maryland 21201

I, NANCY GRUENINGER OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT SAID DEPARTMENT, BY THE LAWS OF SAID STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO THE FORFEITURE OR SUSPENSION OF CORPORATE CHARTERS, OR OF CORPORATIONS TO TRANSACT BUSINESS IN THIS STATE; AND I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT SILVER HILL FARM AND SILVER HILL FARM-WEST HOMEOWNERS' ASSOCIATION, INC. IS A CORPORATION DULY INCORPORATED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF MARYLAND AND SAID CORPORATION HAS FILED ALL ANNUAL REPORTS REQUIRED, HAS NO OUTSTANDING LATE FILING PENALTIES ON THOSE REPORTS, AND HAS A RESIDENT AGENT. THEREFORE, THE CORPORATION IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING WITH THIS DEPARTMENT AND DULY AUTHORIZED TO EXERCISE ALL THE POWERS RECITED IN ITS CHARTER OR CERTIFICATE OF INCORPORATION, AND TO TRANSACT BUSINESS IN THE STATE OF MARYLAND.



AT5-090

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE THIS 13TH DAY OF OCTOBER, 1989.

*Nancy Grueninger*  
NANCY GRUENINGER  
ADMINISTRATIVE OFFICER

CORPORATE CHARTER APPROVAL SHEET

\*\* KEEP WITH DOCUMENT \*\*

DOCUMENT CODE 18B BUSINESS CODE 04  
# D02885093



100361993449234

Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock \_\_\_\_\_

P.A. \_\_\_\_\_ Religious \_\_\_\_\_

Merging (Transferor) \_\_\_\_\_

Surviving (Transferee) \_\_\_\_\_

ID # D02885093 ACK # 1000361993449234  
LIBER: B00989 FOLIO: 1467 PAGES: 0003  
SILVER HILL FARM AND SILVER HILL FARM W  
EST HOMEOWNERS' ASSOCIATION, INC.  
  
05/01/2006 AT 12:38 P WO # 0001220629

New Name \_\_\_\_\_

FEES REMITTED

Base Fee: 100  
Org. & Cap. Fee: \_\_\_\_\_  
Expédite Fee: \_\_\_\_\_  
Penalty: \_\_\_\_\_  
State Recordation Tax: \_\_\_\_\_  
State Transfer Tax: \_\_\_\_\_  
Certified Copies \_\_\_\_\_  
Copy Fee: \_\_\_\_\_  
Certificates \_\_\_\_\_  
Certificate of Status Fee: \_\_\_\_\_  
Personal Property Filings: \_\_\_\_\_  
Other: \_\_\_\_\_  
TOTAL FEES: 100

- Change of Name \_\_\_\_\_
- Change of Principal Office \_\_\_\_\_
- Change of Resident Agent \_\_\_\_\_
- Change of Resident Agent Address \_\_\_\_\_
- Resignation of Resident Agent \_\_\_\_\_
- Designation of Resident Agent and Resident Agent's Address \_\_\_\_\_
- Change of Business Code \_\_\_\_\_
- Adoption of Assumed Name \_\_\_\_\_
- Other Change(s) \_\_\_\_\_

Credit Card \_\_\_\_\_ Check  Cash \_\_\_\_\_

Code \_\_\_\_\_  
Attention: \_\_\_\_\_

Documents on \_\_\_\_\_ Checks

Approved By: 02

Keyed By: CS

SILVER HILL FARMS HOA, INC.  
PO BOX 261  
LUTHERVILLE MD 21094-0261

COMMENT(S):  
2004, 2005, 2006 PPRS  
filed

CUST ID: 0001777591  
WORK ORDER: 0001220629  
DATE: 05-01-2006 12:38 PM  
AMT. PAID: \$100.00

JP

ARTICLES OF REVIVAL

FOR

~~Silver Hill Farms HOA, Inc.~~

Home Dwellers' Association

Silver Hill FARM + Silver Hill FARM-west HOA, INC.

(Insert exact name of corporation as it appears on records of the State Department of Assessments and Taxation)

FIRST: The name of the corporation at the time the charter was forfeited was \_\_\_\_\_

~~Silver Hill Farms HOA, Inc.~~

Home Dwellers' Association

Silver Hill FARM + Silver Hill FARM-west HOA, INC.

SECOND: The name which the corporation will use after revival is \_\_\_\_\_

~~Silver Hill Farms HOA, Inc.~~

Home Dwellers' Association

Silver Hill FARM + Silver Hill FARM-west HOA, INC.

THIRD: The address of the principal office in this state is \_\_\_\_\_

~~P.O. Box 261, Lutherville, MD 21094~~

6 Shadow Ct, Owings Mills, MD 21117 ✓

FOURTH: The name and address of the resident agent is \_\_\_\_\_

Glenn K. Rutkowski, 6 Shadow Court, Owings Mills, MD 21117 ✓

FIFTH: These Articles of Revival are for the purpose of reviving the charter of the corporation.

SIXTH: At or prior to the filing of these Articles of Revival, the corporation has (a) Paid all fees required by law; (b) Filed all annual reports which should have been filed by the corporation if its charter had not been forfeited; (c) Paid all state and local taxes, except taxes on real estate, and all interest and penalties due by the corporation or which would have become due if the charter had not been forfeited whether or not barred by limitations.

I hereby consent to my designation in this document as resident agent for this corporation.

SIGNED   
Resident Agent

(Use A for signatures. If that procedure is unavailable, use B. If A & B are not available, use C. **ONLY SIGN UNDER ONE SECTION.**)

A. The undersigned who were respectively the last acting president (or vice president) and secretary (or treasurer) of the corporation severally acknowledge the Articles to be their act.

\_\_\_\_\_  
Last Acting President/Vice President

\_\_\_\_\_  
Last Acting Secretary/Treasurer

(Use if A cannot be signed/acknowledged)

B. The last acting president, vice president, secretary, and treasurer are unwilling or unable to sign and acknowledge these Articles; therefore, the undersigned who represent the lessor of a majority or 3 of the last acting directors of the corporation severally acknowledge the Articles to be their act.

\_\_\_\_\_  
Last Acting Director

\_\_\_\_\_  
Last Acting Director

\_\_\_\_\_  
Last Acting Director

(Use if A and B cannot be signed/acknowledged)

C. The last acting president, vice president, secretary, and treasurer of the corporation are unable or unwilling to sign the Articles. There are less than the required number of directors able and willing to sign the Articles, therefore, the undersigned who were elected as directors for the purpose of reviving the charter of the corporation severally acknowledge the Articles to be their act.



\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

CUST ID: 0001777591  
WORK ORDER: 0001220629  
DATE: 05-01-2006 12:38 PM  
AMT. PAID: \$100.00

# Silver Hill Farm Homeowners Association, Inc.

Budget



# Silver Hill Farm Homeowners Association, Inc.

## 2024 Approved Annual Budget

	2023	2024	% Variance
<b>Income</b>			
<b>Income</b>			
41000 - Association Fees	39,644.00	39,644.00	.00 %
<b>Total Income</b>	<b>39,644.00</b>	<b>39,644.00</b>	<b>.00 %</b>
<b>Total Income</b>	<b>39,644.00</b>	<b>39,644.00</b>	<b>.00 %</b>
<b>Expense</b>			
<b>Administrative</b>			
50300 - Legal	6,500.00	5,172.72	(20.42) %
50350 - Tax Return/Audit	400.00	400.00	.00 %
51050 - Management Fee	13,516.72	13,871.00	2.62 %
51150 - Office Expense	1,492.28	1,492.28	.00 %
<b>Total Administrative</b>	<b>21,909.00</b>	<b>20,936.00</b>	<b>(4.44) %</b>
<b>Grounds</b>			
60400 - Landscape Contract	11,527.00	12,500.00	8.44 %
60900 - Tree Care	1,250.00	1,250.00	.00 %
62650 - Repairs and Maintenance	1,158.00	1,158.00	.00 %
<b>Total Grounds</b>	<b>13,935.00</b>	<b>14,908.00</b>	<b>6.98 %</b>
<b>Insurance &amp; Tax</b>			
80000 - Insurance	1,800.00	1,800.00	.00 %
<b>Total Insurance &amp; Tax</b>	<b>1,800.00</b>	<b>1,800.00</b>	<b>.00 %</b>
<b>Reserve Contributions</b>			
97000 - Reserve Contribution	2,000.00	2,000.00	.00 %
<b>Total Reserve Contributions</b>	<b>2,000.00</b>	<b>2,000.00</b>	<b>.00 %</b>
<b>Total Expense</b>	<b>39,644.00</b>	<b>39,644.00</b>	<b>.00 %</b>

# Silver Hill Farm Homeowners Association, Inc.

Bylaws





## **Bylaws**

**Silver Hill Farm Homeowners Association, Inc.**

SILVER HILL FARM AND SILVER HILL FARM-WEST  
HOMEOWNERS' ASSOCIATION, INC.

BY-LAWS

ARTICLE I

NAME AND LOCATION

The name of the Corporation is SILVER HILL FARM AND SILVER HILL FARM-WEST HOMEOWNERS' ASSOCIATION, INC., (hereinafter referred to as the "Association"). The principal office of the Association shall be located at 11-H Gwynns Mill Court, Owings Mills, Maryland 21117, 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", "Declarant", "Open Area", "Community Facilities", "Lots", "Owner" and "Property" as used in these By-Laws shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions relating to Silver Hill Farm and Silver Hill Farm West Homeowners' Association, Inc. recorded or intended to be recorded among the Land Records of Baltimore County, Maryland (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 April of each year, on a date, at a time and place within the State of Maryland selected by the Board of Directors of the Association.

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

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SECTION 3. Notice of Meeting. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of the notice, postage prepaid, not less than fifteen (15) nor more than sixty (60) days before the meeting, to each Member, addressed to the Member's address last appearing on the books of the Association, or supplied by the Member to the Association for the purpose of notice. The notice shall specify the place, day and hour of the meeting. In the case of a special meeting, the notice shall state the purpose of the meeting.

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

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

#### ARTICLE IV

##### BOARD OF DIRECTORS; SELECTION TERM OF OFFICE

SECTION 1. Number. Notwithstanding the terms of Article VIII of the Articles of Incorporation, the affairs of this Association shall be managed by a Board of three (3) directors, who shall be Members of the Association.

SECTION 2. Term of Office. The term of office of the "Charter Directors" (as defined in the Articles of Incorporation of the Association), shall be for the period until the first annual meeting of the Members at which their successors are elected. The terms of each director other than a Charter Director shall be determined in accordance with Section 2 of this Article IV.

2.1. First Annual Meeting. At the first Annual Meeting at which three (3) directors are to be chosen, the members shall elect one (1) directors for a term of one (1) year, one (1)

directors for a term of two (2) years, and one (1) director for a term of three (3) years. The term of office for the director receiving the greatest number of votes shall be fixed at three (3) years. The term of office for the directors receiving the second and third greatest number of votes shall be fixed at two (2) years. At the expiration of the initial term of office of each director, his/her successor shall be elected to serve a term of three (3) years.

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 addition, if a director (other than a Charter Director) fails to attend three (3) consecutive meetings, he/she may be removed as director. In the event of death, resignation or removal, pursuant to these By-Laws, of a director, his/her successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his/her 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.

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SECTION 2. Election. Election to the Board of Directors shall be by written ballot. At the election the Members of 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 semi-annually, at such place and hour as may be fixed from time to time by resolution of the Board.

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

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

#### ARTICLE VII

##### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

(b) suspend the voting rights, and the right of use of any recreational facilities located on any Common and Open Areas during any period in which the Member is in default in the payment of any assessment levied by the Association; these rights may also

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be suspended for a period not to exceed sixty (60) days for an infraction of published rules and regulations;

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

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

(e) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(f) establish reasonable procedures and fees for the processing of applications for approval submitted to the Board or Architectural Committee pursuant to Article V. of the Declaration; and

(g) enter into agreements providing for the rental, lease or use of the Association's facilities or facilities which are not owned by the Association at the Association's expense.

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

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

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

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

(1) fix the amount of the annual assessment against each Lot not later than February 1st of each year; however, no penalty may be imposed if this is not done by February 1st;

(2) send written notice of each annual assessment to every Lot Owner subject thereto not later than February 1st of

2093272.2  
09/05/89

each year, and of each special assessment, at least forty-five (45) days in advance of its due date;

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

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

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

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

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

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

SECTION 1. Enumeration of Officers. The officers of this Association shall be a President, Vice-President, 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 meeting of the Board of Directors following each annual meeting of the Members.

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

SECTION 4. Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each

2093272.2  
09/05/89

of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

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

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

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

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

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

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

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

TREASURER. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse these funds as directed by resolution of the Board of Directors; keep proper books of account; cause an annual review of



2093272.2  
09/05/89

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

##### INDEMNIFICATION OF OFFICERS AND DIRECTORS

Each Officer and Director of the Association, in consideration of his services, as such, shall be indemnified by the Association to the extent permitted by law against expenses and liabilities reasonably incurred by him in connection with the defense of any action, suit or proceeding, civil or criminal, to which he may be a party by reason of being or having been a Director or Officer of the Association. The foregoing right to indemnification shall be exclusive of any other rights to which the Director or Officer or person may be entitled by law or agreement or vote of the Members or otherwise.

#### ARTICLE X

##### COMMITTEES

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

#### ARTICLE XI

##### BOOKS AND RECORDS

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

ARTICLE XII

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association assessments which are secured by a continuing lien upon the Lot against which the assessment is made. If the Assessment is not paid on the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, plus a late fee of Five Dollars (\$5.00) per month if not paid by the 15th of the month, 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, late fees, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common and Open Areas and Community Facilities or abandonment of his Lot.

ARTICLE XIII

AMENDMENTS

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

However, in the event financing is acquired from either the Veterans Administration or the Federal Housing Administration, this unilateral right, power and authority of the 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, similar programs, or its successors or assigns, whether public or private. If the Veterans Administration or the Federal Housing Administration or any successor agencies thereto approve the Property or any part thereof

2093272.2  
09/05/89

or any Lot therein for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration, similar programs, or its successors or assigns, whether public or private. If the Veterans Administration or the Federal Housing Administration or any successor agencies thereto approve the Property or any part thereof or any Lot therein for federally approved mortgage financing purposes, any amendments to these By-Laws made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval.

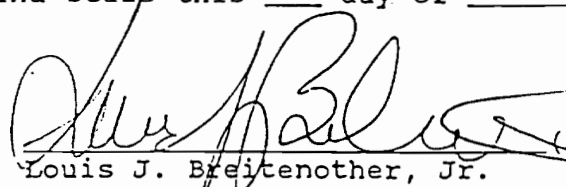
SECTION 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and the Articles or these By-Laws, the Declaration shall control.

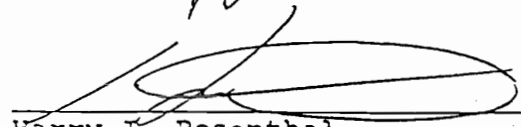
ARTICLE XIV

MISCELLANEOUS

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

IN WITNESS WHEREOF, we, being all of the Directors of Silver Hill Farm and Silver Hill Farm-West Homeowners' Association, Inc., have hereunto set our hands and seals this \_\_\_ day of \_\_\_\_\_, 1989.

 (SEAL)  
Louis J. Breitenother, Jr.

 (SEAL)  
Harry I. Rosenthal

 (SEAL)  
Beth Shavitz

# Silver Hill Farm Homeowners Association, Inc.

CC&Rs/Declaration



**CC&Rs-Declaration**  
**Silver Hill Farm Homeowners Association, Inc.**

SILVER HILL FARM AND SILVER HILL FARM-WEST HOMEOWNERS' ASSOCIATION, INC.

D R/C/F 155.0  
DECLAR 155.0  
BY CLERK  
1004 COME R02 T11  
10/25

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 20<sup>th</sup> day of October, 1989, by PREAKNESS HOMES, INC. and PREAKNESS SILVER HILL, INC., Maryland corporations (collectively, hereinafter referred to as the "Declarant"), and PULTE HOME CORPORATION, a Michigan corporation (hereinafter referred to as the "Vendor").

W I T N E S S E T H:

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

WHEREAS, pursuant to the Contracts of Sale dated April 10, 1989 by and between Declarant and Pulte Home Corporation ("Vendor"), a portion of the Property described herein was sold; and

WHEREAS, Vendor joins in this Declaration for the purpose of being bound by and obtaining the benefits of the terms contained herein; and

WHEREAS, the Declarant hereby declares that the property shall be held, sold and conveyed subject to the covenants, conditions and restrictions set forth below; and

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

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

WHEREAS, the Declarant has formed or intends to form Silver Hill Farm and Silver Hill Farm-West Homeowners' Association, Inc. as a non-profit corporation without capital stock under the Laws of the State of Maryland for the purposes of carrying out the powers and duties aforesaid.

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

AGRICULTURAL TRANSFER TAX  
NOT APPLICABLE

TRANSMITTED BY REGISTERED MAIL  
DATE 10-25-89  
10-25-89

10-25-89 155

10-25-89 DATE

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

#### ARTICLE I

##### DEFINITIONS

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

(a) "Association" shall mean and refer to Silver Hill Farm and Silver Hill Farm-West Homeowners' Association, Inc., and its successors and assigns.

(b) "Common Areas" shall mean and refer to all real property and improvements thereon, including but not limited to the storm water management system, which may be owned or leased by the Association or otherwise available to the Association for the benefit of its members, as well as wetlands, both natural wetlands and newly created wetlands, areas set aside to protect and buffer streams and steep slopes, all open spaces and maintenance areas, and to include without limitation all roads and rights of way for vehicular ingress and egress not dedicated to public use and accepted for maintenance by Baltimore County, all as may be shown on the Record Plat designated as "Open Space" or "HOA Area".

(c) "Declarant" or "Developer" or "Grantor" shall mean and refer to the Declarant hereinabove identified in the preamble to this Declaration, and its successors and assigns including, without limitation, Pulte Home Corporation; provided, however, that the rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant shall not inure to the benefit of or burden the successors and assigns of the Declarant,

2093277.d3  
10/06/89

except to the extent that any of the rights, reservations, easements, interests, exemptions, privileges or powers of the Declarant are specifically assigned or transferred to any such successor or assign by instrument in writing.

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

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

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

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

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



2093277.d3  
10/06/89

(h) "Open Spaces" shall mean such portions of the Property (including improvements thereto), defined in Article I(b) above, and designated on the Record Plats as "HOA Open Space" and "HOA Maintenance Area".

(i) "Owner" shall mean and refer to the title holder of a detached fee simple building lot and the improvements thereon, or a fee simple townhouse building lot and the improvements thereon, but excluding those having such interest solely for the performance of an obligation in the nature of a mortgage.

(j) The "Project" and the "Community", as used in this Declaration, means that certain community being developed by the Declarant in Baltimore County, Maryland known as "SILVER HILL FARM AND SILVER HILL FARM-WEST".

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

(l) "Record Plat" shall mean and refer to the following Plat:

- i. "Silver Hill Farm" dated November 22, 1988, and recorded among the Plat Records of Baltimore County in Plat Book 59, Folio 91.
- ii. "Silver Hill Farm-West" dated July 14, 1989 and recorded among the Plat Records of Baltimore County in Plat Book 60, Folio 135.

(m) "Structure" shall mean any thing or device the placement of which upon the Property (or any part thereof) may affect the appearance of the Property (or any part thereof) including, by way of illustration and not limitation, any building, trailer, garage, porch, shed, greenhouse, or bath house, coop or cage, covered or uncovered patio, swimming pool, clothesline, radio, television or other antenna, fence, sign, curbing, paving, wall, roadway, walkway, exterior light, landscape, hedge, trees, shrubbery, planting, signboard or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement made to the Property or any part thereof. "Structure" shall also mean (i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across the Property, which affects or alters the flow of any waters in any natural

2093277.d3  
10/06/89

or artificial stream, wash or drainage channel from, upon or across the Property, and (ii) any change in the grade of the Property (or any part thereof) of more than six (6) inches from that existing at the time of first ownership by a Class A member hereunder.

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

## ARTICLE II

### PROPERTY RIGHTS

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

SECTION 2. Common Areas. The Declarant shall grant and convey to the Association, and the latter shall take and accept from the Declarant, subject to the FHA/VA approval, the common areas shown on the Record Plat which is subject to this Declaration, not later than the date the first lot is conveyed to an Owner. At the time of the conveyance the common area shall be free of any mortgages, judgment liens or similar liens or encumbrances.

The rights, privileges and easements of the Owners are at all time subject to the right of the Association to dedicate or transfer all or any part of any common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Association; provided, however, that no such dedication or transfer shall be effective unless approved by a two-thirds (2/3) vote of each class of members of the Association voting in person or by proxy at a meeting called

2093277.d3  
10/06/89

for such purpose, and the same shall have been consented to by the agency, authority or utility accepting the dedication or transfer.

ARTICLE III

MEMBERSHIP IN ASSOCIATION

SECTION 1. Membership. The Association shall have two classes of voting membership, which shall be known as "Class A" and "Class B".

(a) With the exception of the Declarant, every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who is an Owner as defined in Article I, or which otherwise becomes subject by the covenants set forth in this Declaration to assessment by the Association, shall be a Class A member of the Association; provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity who holds such interest solely as security for the performance of an obligation shall not be a Class A member solely on account of such interest. Each Class A member shall be entitled to one (1) vote for each lot in which such member holds the interest required for Class A membership.

(b) There shall be 1 Class B membership in the Association. The Class B member shall be the Declarant, its nominee or nominees, and shall include every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who shall obtain any Class B membership by specific assignment from the Declarant. The Class B member shall be entitled to three (3) votes for each lot it holds. Each Class B membership shall lapse and be converted to Class A membership upon the earlier to occur of the following:

- i. the date on which the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- ii. on January 2, 1999; or
- iii. upon the surrender of said Class B memberships by the then holder thereof for cancellation on the books of the Association; or
- iv. at any time the membership of said Class B shall elect to terminate its membership.

2093277.d3  
10/06/89

ARTICLE IV

COMMON AREA PROPERTY RIGHTS

SECTION 1. Member's Right of Enjoyment. Every member shall have a non-exclusive right and easement of enjoyment, in common with others, in and to the common and open areas, and such non-exclusive right and easement shall be appurtenant to and shall pass with the title to every Lot as defined in Article I, subject to the following:

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

(b) the right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosure; and

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

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

(e) the right of the Association to dedicate or transfer all or any part of the common and open areas to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the members; provided, however, that no such dedication or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless two-thirds (2/3) of each class of the then members of the Association consent to such dedication, transfer, purpose and conditions, at any special meeting of the members duly called for such purpose; and

2093277.d3  
10/06/89

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

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

SECTION 3. Limitations.

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

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

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENT

SECTION 1. Annual Maintenance Assessments. Notwithstanding the provisions of Article VI, each person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who becomes a fee owner of a Lot within the Property, (i.e., each Class A member of the Association), by

2093277.d3  
10/06/89

acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, a monthly sum (hereinelsewhere sometimes referred to as "maintenance assessments") equal to one-twelfth (1/12th) of the Member's proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to, the following:

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

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

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

(d) the cost of liability insurance on the common and open areas, including recreational areas, and the cost of such other insurance as the Association may effect with respect to the common and open areas; and

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

(f) the cost of maintaining, replacing, repairing, and landscaping the common and open areas, including, without limitation, installation, repair and maintenance of any entry monuments located at the entry of the Community, maintenance of any stormwater detention basins or the like located upon the common or open areas and the cost of the maintenance of all pathways upon the Property, together with such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith, as well as maintenance of water quality and wetlands preservation (professional maintenance); and

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

(h) the cost of third-party bonding insurance, if the Board of Directors deems the same to be appropriate.

2093277.d3  
10/06/89

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

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

This Declaration contemplates that the Association shall have responsibility for maintenance and repair of the common and open areas. The owner of any Lot shall, at his own expense, maintain the interior and exterior of his dwelling, and Lots and any area contained therein, including fenced-in areas, in good order, condition and repair, and in a clean, sightly and sanitary condition at all times.

SECTION 2. Maximum Assessment. During the first year in which assessments are collected and commenced pursuant to this

2093277.d3  
10/06/89

Declaration, the annual assessment shall be One Hundred Fifty Nine Dollars (\$159.00) per month for each Lot. This assessment shall be the maximum annual assessment for that first year. Thereafter, the maximum permissible annual assessment may be increased each year by five percent (5%) of the maximum permissible annual assessment for the previous year without the necessity of a vote of the membership of the Association. The maximum permissible annual assessment may be increased above the five percent (5%) limitation specified in the preceding sentence only by a vote of two-thirds (2/3rds) of each class of members of the Association, voting in person or by proxy, at a meeting called for such purpose, with at least sixty percent (60%) of the Lot Owners or their proxies present after adequate notice. The Board of Directors of the Association may fix the annual assessment against each Lot at any amount not in excess of the maximum permissible annual assessment applicable to that year without membership vote.

Annual assessments must be fixed at a uniform rate for each unit.

Notwithstanding anything elsewhere set forth herein, the annual assessments or charges made or levied against any Lot of which the Declarant is the Owner on January 1st of the year to which the assessment pertains, shall equal twenty-five percent (25%) of the annual assessment or charge made or levied against any other Lot or the Property, it being intended that the Declarant shall not pay more, or less, than twenty-five percent (25%) of the per Lot annual assessment established by the Association under this Section.

SECTION 3. Special Maintenance Assessments. In addition to the regular maintenance assessments authorized by this Article, the Association may levy in any assessment year a special maintenance assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, extraordinary repair or replacement of a described capital improvement located upon, or forming a part of the common and open areas, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate; provided, however, that such assessment shall have the assent of the members representing a majority of the then Class A members of the Association and two-thirds (2/3) of the then Class B members of the Association. A meeting of the members shall be duly called for this purpose.



2093277.d3  
10/06/89

SECTION 4. Reserves for Replacements. The Association shall establish and maintain a reserve fund for repairs and replacements of the common and open areas by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited with any banking institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America.

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

SECTION 5. Initial Capital Contribution. At settlement for each Lot, the sum of Fifty Dollars (\$50.00) shall be collected from each prospective member of the Association for the purpose of start-up expenses and operating contingencies.

## ARTICLE VI

### ENFORCEMENT OF ASSESSMENTS

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

2093277.d3  
10/06/89

to this Declaration, or any installment thereof, may be maintained without foreclosing or waiving the lien herein created to secure the same.

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

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

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

SECTION 2. Assessment Certificates. The Association shall, upon demand at any time, furnish to any member liable for any assessment levied pursuant to this Declaration (or any other party legitimately interested in the same) a certificate in writing signed by an officer of the Association, setting forth the status

2093277.d3  
10/06/89

of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Ten Dollars (\$10.00) may be levied in advance by the Association for each certificate so delivered.

SECTION 3. Acceleration of Installments. Upon default in the payment of any one or more monthly installments of any assessment levied pursuant to this Declaration, or any other installment thereof, the entire balance of all assessments accrued prior to and through the balance of the remaining fiscal year, may be accelerated at the option of the Board of Directors and be declared due and payable in full.

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

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

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

Notwithstanding any other provision of this Declaration to the contrary, the lien of any assessment levied pursuant to this Declaration upon any Lot, as in this Article provided, shall be subordinate to the lien of any deed of trust, mortgage or other encumbrance; provided, however, that such subordination shall apply only to assessments and installments thereof which have become due and payable prior to a sale or transfer of the Lot pursuant to a foreclosure of such deed of trust, mortgage or other encumbrance, or any deed, assignment or other proceeding or arrangement in lieu of foreclosure. Any holder of any deed of trust, mortgage or other encumbrance duly recorded on the Lot and made in good faith and for value received who comes into possession of the lot pursuant to a foreclosure of such deed of trust, mortgage or other encumbrance, or any deed, assignment or other proceeding or foreclosure sale, shall take the Lot free of any claims for unpaid maintenance assessments levied against the Lot which accrue prior to the time

2093277.d3  
10/06/89

such holder comes into possession of the Lot or prior to the foreclosure sale, except for claims for a proportionate share of such unpaid maintenance assessments among the lots upon the Property. Such foreclosure, deed, assignment or other proceeding or arrangement in lieu of foreclosure shall not, however, relieve the purchaser at any foreclosure sale from any liability for any maintenance assessments thereafter becoming due, or from the lien herein created to secure the payments of such maintenance assessments, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

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

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

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

SECTION 6. Commencement of Annual Assessments. The annual assessment shall commence on the 1st day of the month following the conveyance by the Declarant of the common area to the Association. The first monthly installment of each such annual assessment shall be made for the balance of the month during which a deed for the lot is delivered to the member and shall become due and payable and a lien on the date a deed for the lot is delivered to the member. Except as herein provided, the monthly installments of each such annual assessment for any lot for any month after the first month shall become due and payable and a lien on the first day of each successive month.

2093277.d3  
10/06/89

ARTICLE VII

ARCHITECTURAL REVIEW AND DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

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

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

SECTION 2. Architectural Review Committee - Operation. The Board of Directors shall appoint an Architectural Review Committee. The Architectural Review Committee shall be composed of three (3)

2093277.d3  
10/06/89

or more natural persons initially designated by the Declarant for the first two (2) years of the Association. Thereafter, the Association may change the membership upon the requisite affirmative votes. The affirmative vote of a majority of the members of the Architectural Review Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article. A reasonable processing fee may be imposed for reviewing architectural applications.

SECTION 3. Approvals, Etc. In considering whether to grant any approval, the Architectural Review Committee may consider the suitability of the plans/specifications in relation to the Lot and other Lots, and may base such consideration upon such, if any, information concerning the nature, kind, shape, height, materials, location and approximate cost of such plans/specifications, all to the end that such plans/specifications shall be in harmony with, and have no adverse effect upon the immediate surroundings and other Lots. Subsequent to approval by the Architectural Review Committee, the Committee shall send their approval in writing to the applicant Owner.

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

It is the intent of the Declarant that the Architectural Review Committee shall have full and final authority on all matters regarding architectural standards and controls. Such authority shall be exercised, however, in accordance with the Declarant's original scheme.

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

2093277.d3  
10/06/89

There shall be no substantial deviation from the plans and specifications approved by the Committee without the prior consent in writing of the Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance. Furthermore, the approval of such plans shall not imply any waiver on the part of a Lot owner to comply with all applicable laws and regulations governing such construction in Baltimore County, including, but not limited to zoning regulations, building codes and other applicable ordinances.

SECTION 5. Rules and Regulations. The Architectural Review Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish and record such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details, fences, colors, set-backs, materials and other matters relative to architectural control and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The Architectural Review Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decision of the Architectural Review Committee shall be final.

SECTION 6. Prohibited Use and Nuisances. Except for the activities of the Declarant or its assigns, or Vendor, during the construction or development of the community, or except with the prior written approval of the Board of Directors of the Association or the Architectural Review Committee, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the common and open areas:

(a) No shop, retail or wholesale, or other kind of store, factory, saloon, beauty parlor, doctor's office or other office, professional or otherwise, or business house of any kind, no hospital, asylum or institution of any like or kindred nature, and no charitable institution shall be erected or maintained on the Property, but that the Property shall be used solely for residential purposes. No profession or home industry shall be conducted in or on any part of a Lot or in any improvement thereon

2093277.d3

10/06/89

on the Property without the specific written approval of the Board of Directors; provided however, that this use restriction shall not apply to the Declarant. No building shall be erected, altered, placed or permitted to remain on any part of the Property other than detached single-family dwellings and townhomes. No part of the Property shall be used for the purposes of establishing or operating a family day care center, whether for profit or not for profit. This prohibition against the operation of a family day care home may be waived or eliminated upon the approval of a majority of members of the Association by a vote of a duly constituted meeting of the Association.

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

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

(d) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the aforesaid recorded Plat and over the front and rear ten (10) feet of each Lot of the Property.

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



2093277.d3  
10/06/89

be used exclusively for security purposes, shall be located, installed, or maintained upon the rear exterior of any dwelling or upon the exterior of any other improvements constructed upon any lot.

(f) The maintenance, keeping, boarding or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any lot or within any dwelling, except that this shall not prohibit the keeping of two (2) dogs, or two (2) cats or two (2) caged birds or any combination thereof, as domestic pets provided they are not kept, bred or maintained for commercial purposes and that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other members, and provided further that any such pets are walked on any designated pet walking areas. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. Pets shall not be permitted upon the common and open areas unless accompanied by a responsible person and unless they are carried or leashed. It shall be the responsibility of each Owner to clean up and ensure the removal of any and all fecal matter deposited by a pet which such Owner owns or cares for, whether in the common areas or upon a Lot. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate.

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

(h) No junk vehicle, unlicensed or inoperable motor vehicle, trailer, camper, recreational vehicle, van (except a van or a standard 9 passenger vehicle), camp truck (weighing 3/4 ton or less), house trailer, boat or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary or usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the common and open areas) shall be kept upon the Property nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon.

(i) Trash and garbage shall not be permitted to remain in public view, except on designated trash pick-up days.

2093277.d3  
10/06/89

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

(k) No tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs scenic views or sightlines for vehicular traffic on public streets or on the private streets and roadways. The Architectural Review Committee may from time to time adopt and promulgate such additional rules and regulations regarding the preservation of trees and other natural resources and wildlife as it may consider appropriate.

(l) No structure of a temporary character, swimming pool, recreational structures, or other structures shall be erected, used or maintained on any Lot at any time, unless Architectural Review Committee written consent is acquired. But in no event shall above-ground pools, clotheslines or storage sheds be permitted on any Lot.

(m) Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" or "For Sale" signs (not larger than 2 feet by 3 feet), no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any lot or dwelling. The provisions and limitations of this subsection shall not apply to any institutional first mortgagee of any lot who comes into possession of the lot by reason of any remedies provided by law or in such mortgage or as a result of any proceeding, arrangement, assignment or deed in lieu of foreclosure.

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

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

(p) No member shall make any private or exclusive or proprietary use of any of the common and open areas except with the

2093277.d3  
10/06/89

specific approval of the Architectural Review Committee and the Association, and then only on a temporary basis, and no member shall engage or direct any employee of the Association on any private business of the member during the hours such employee is employed by the Association, nor shall any member direct, supervise, or in any manner attempt to assert control over any employee of the Association.

SECTION 7. Exterior Modifications. All exterior changes, including lighting and paint color, to all dwellings shall be prohibited without first obtaining the consent, in writing, of the Architectural Review Committee and the Association, in accordance with this Article VII.

SECTION 8. Maintenance. The Association shall be responsible for the maintenance of all common and open areas as shown on the Record Plat recorded against the Property. The Association shall not be responsible for maintenance of roofs or any interior items. Owners shall maintain grass to a height of not more than six (6) inches. Owners shall maintain edges of grass to a sidewalk in a neatly trimmed manner. Owners shall keep all sidewalks adjacent to their Lots clean and free of ice and snow.

SECTION 9. Residential Use. All dwellings shall be used for private residential purposes exclusively.

SECTION 10. Lease Agreements. All lease agreements shall be in writing and submitted to the Board of Directors. The minimum term of all lease agreements shall be one (1) year, and shall state that the lease agreement shall be subject to this Declaration. In addition, the Owner of any unit which is leased, in whole or in part, must use the Association's Third Party Beneficiary Lease Addendum, which contains certain specific provisions of the Association. Current copies of the lease must be supplied to the management agent. Owners who do not reside in the unit must provide current address and phone numbers to the management agent.

SECTION 11. Fences. Any fence constructed upon the Property shall not extend into the front or side yards, nor may fences extend forward of the rear foundation wall. Fences must conform in design, color and materials to those originally supplied with the Lot. All plans for fences must have prior written approval of the Architectural Review Committee, in accordance with the provisions of this Declaration.

SECTION 12. House Rules, Etc. There shall be no violation of any rules for the use of the common and open areas or "house

2093277.d3  
10/06/89

rules" or other community rules and regulations not inconsistent with the provisions of this Declaration which may from time to time be adopted by the Board of Directors of the Association and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules.

SECTION 13. Encroachments. If any dwelling unit or any part thereof, now or at any time hereafter, encroaches upon any adjoining Lot or any unit encroaches upon any Common Area, whether such encroachment is attributable to construction, settlement or shifting of the dwelling unit or any other reason whatsoever beyond the control of the Board of Directors of the Association or any Owner, there shall arise, without the necessity of any further or additional act or instrument, a good and valid easement for the maintenance of such encroachment, for the benefit of the Owner, its heirs, personal representatives, and assigns, to provide for the encroachment and nondisturbance of the unit. Such easements shall remain in full force and effect so long as the encroachment shall continue. The conveyance or other disposition of a Lot shall be deemed to include and convey, or be subject to, any easements arising under the provisions of this paragraph without specific or particular reference to such easement.

SECTION 14. Maintenance Easements. The Board of Directors, its agents or licensees, shall have the right, but not the duty, to enter upon any Lot, but not the interior of any dwelling, for the purpose of mowing and lawn maintenance on a regular basis or in the event a homeowner fails to mow or otherwise maintain his or her Lot. Furthermore, the Board of Directors, its agents or licensees, shall have the right, but not the duty, to enter upon any Lot, but not the interior of any dwelling, for the purpose of maintaining and repairing any common driveway shared by two or more Lot owners, in the event said Lot owners fail to maintain or shall otherwise fail to maintain said common driveway. The cost of said repair or maintenance shall be the obligation of the Lot Owner on whose Lot the repair is deemed necessary by the Board of Directors, or its agents.

SECTION 15. Enforcement - Right to Remove or Correct Violations. In the event any violation or attempt violation of any of the covenants or restrictions contained in this Article shall occur or be maintained upon any Lot, or in the event of any other conduct in violation of any of the provisions or requirements of this Article, then the same shall be considered to have been undertaken in violation of this Article and without the approval of the Architectural Review Committee and the Association required

2093277.d3  
10/06/89

herein, and, upon written notice from the Architectural Review Committee, such violation shall be promptly removed or abated. In the event same is not removed, or the violation is not otherwise terminated or abated, within ten (10) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the owner of the lot upon which such violation exists, or to the member responsible for such violation if the same shall be committed or attempted on premises other than the lot owned by such member, then the Association shall have the right, through its agents and employees (but only after a resolution of the Architectural Review Committee) to enter upon such lot and to take such steps as may be necessary to remove or otherwise terminate or abate such violation, and the costs thereof (including but not limited to all administrative and legal fees incurred as a result thereof) may be assessed against the Lot upon which such violation occurred, and when so assessed, a statement for the amount thereof shall be rendered to the owner of said Lot, at which time the assessment shall become due and payable and a continuing lien upon such Lot, and a binding personal obligation of the owner of such Lot, in all such respects, and subject to the same limitations and powers as provided in Articles V and VI of this Declaration. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article VII or any of the other provisions or requirements of this Declaration exist on such lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

#### ARTICLE VIII

##### MANAGEMENT OF ASSOCIATION

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

(a) to establish (with the approval of the Board of Directors of the Association) and provide for the collection of the annual maintenance assessments and any other assessments provided

2093277.d3  
10/06/89

for in this Declaration, and to provide for the enforcement of liens therefor in a manner consistent with the law and the provisions of this Declaration; and

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

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

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

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

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

SECTION 2. Limitation of Liability. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the common and open areas or, from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any member for loss or damage, by theft or otherwise, of articles which may be stored upon the common and open areas. No diminution or abatement of assessments, as hereinelsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common and open areas, or from any action taken by the Association to comply with any of the provisions of this Declaration, or with any law or ordinance, or with the order or directive of any municipal or other governmental authority.

2093277.d3  
10/06/89

ARTICLE IX

RESERVED RIGHTS OF DECLARANT

SECTION 1. Reservation of Easement Rights by the Declarant.

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

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

(c) Existing easements for the installation and maintenance of utilities and surface and sub-grade drainage facilities are reserved as shown on the Plats. Additionally, such easements may be created within the Common Areas by the Declarant and conveyed to the appropriate public agency, authority or utility without the consent of the Class A members so long as the Declarant, its successors and assigns, are Class B members. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow or drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. Easements within the boundaries of a Lot shall be regularly maintained by the Owner of the Lot.

(d) Baltimore County shall have the right to enter on the Property if the Association does not comply with a maintenance

2093277.d3  
10/06/89

notification requiring repairs to the stormwater management facility, to perform the necessary maintenance, and to assess any cost involved to the Association, following such time as the Association has accepted the facility, as owner of the facility. (Baltimore County Code Sec. 2-150.8(b)(3), 1987 Cum. Supp.)

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

#### ARTICLE X

#### ANNEXATION

SECTION 1. Additional Property. Additional land may be annexed in whole or in part from time to time by the Declarant, its successors and assigns, without the consent of members within ten (10) years from the date of the recording of this Declaration. The Declarant shall have no obligation to annex any of such land. If any Lot is security for any mortgage or deed of trust insured by the Federal Housing Administration (FHA) or the Veterans Administration (VA), as long as there is a Class B member, the approval of the FHA and/or VA, as the case may be, shall be required prior to the annexation of any additional land. The annexation authorized hereunder shall be made by any additional land. The annexation authorized hereunder shall be made by filing of record, from time to time, one or more Supplemental Declarations of Covenants, Conditions and Restrictions with respect to the additional land specifying and describing such additional Land to be annexed to the Property, which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such land, which land shall thereupon become part of the Property. Upon the filing of any Supplemental Declaration, Owners of Lots situated on the annexed land shall be subject to the same



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10/06/89

obligations and entitled to the same privileges, as applied to the Owners of Lots in the initial Property.

If any Lot is security for any mortgage or deed of trust insured by the FHA or the VA, additional land may be annexed by the Declarant without the consent of the Class A members within ten (10) years of the date of this Declaration, provided that the FHA or the VA determines that the annexation is in accord with the general plan heretofore approved by them.

ARTICLE XI

PARTY WALLS

SECTION 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the dwellings upon the Lots and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

SECTION 2. Sharing and Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

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

SECTION 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

SECTION 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the Property and shall pass to such Owner's successors in title.

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10/06/89

ARTICLE XII

RESERVATION FOR EASEMENTS

SECTION 1. Cross Easements. Declarant reserves the right to subject the Common Areas and Common Utilities to easements for use in common with others of all or portions of the Property, but said Common Areas and Common Utilities at all times may be used only for the purposes as provided in this Declaration. No grant of such an easement shall take place more than twenty (20) years following the date hereof.

SECTION 2. Construction Easement. The Association, its agents, servants and employees, and each Lot Owner shall have the right to enter upon any adjacent Lot or property at reasonable times for the purpose of reconstruction of Association improvements or any portion of the dwelling to be located on such Owner's Lot and provided, however, that this easement for construction shall not extend more than two feet (2') beyond the boundary line of such Owner's Lot and provided further that this easement for construction shall terminate if and when a dwelling is constructed on the servient Lot within the two foot (2') construction easement area. The Association or any Lot Owner who employs this easement for construction shall restore the area utilized to the same condition that existed immediately prior to the Lot Owner's use thereof.

ARTICLE XIII

GENERAL PROVISIONS

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

2093277.d3  
10/06/89

any such instrument, any amendment to this Declaration shall become effective on the date of recording.

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

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

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

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

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

2093277.d3  
10/06/89

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

SECTION 6. Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postage paid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

SECTION 7. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any common and open areas by any public or municipal agency, authority or utility, and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the common and open areas.

SECTION 8. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

SECTION 9. Amendment Authority. Anything set forth in Section 2 of this Article to the contrary notwithstanding, the Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, including the type of structure to be constructed by Declarant, all as from time to time amended or supplemented. However, this unilateral right, power and authority of the Declarant, may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the Property or any part thereof or any Lots thereon, for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Administration or any successor agencies approve the Property or any parts thereof or any Lots thereon for federally approved mortgage financing purposes, any further amendments to the Declaration made during any period of time when there are Class B

2093277.d3  
10/06/89

members of the Association shall also require the prior consent of the agency giving such approval.

SECTION 10. Captions and Genders. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

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

WITNESS:

DECLARANT:

PREAKNESS HOMES, INC.  
PREAKNESS SILVER HILL, INC.

*[Handwritten Signature]*

By: *[Handwritten Signature]* (SEAL)  
HARRY ROSENTHAL, President

VENDOR:

PULTE HOME CORPORATION

\_\_\_\_\_

By: *[Handwritten Signature]* (SEAL)  
Michael A. Schrader,  
Vice President

2093277.d3  
10/06/89

and PREAKNESS  
SILVER HILL, INC.

STATE OF MARYLAND, COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY, that on this 17<sup>th</sup> day of August, 1989, before me, the undersigned Notary Public of the State of Maryland, personally appeared Harry Rosenthal, who acknowledged himself to be President of PREAKNESS HOMES, INC., a Maryland corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized officer of said corporation by signing the name of the corporation by himself as President.

AS WITNESS my hand and Notarial Seal.

Cathy M. Bussell  
Notary Public

My Commission Expires: July 1, 1990

STATE OF MARYLAND, COUNTY OF Prince Georges, TO WIT:

I HEREBY CERTIFY, that on this 13<sup>th</sup> day of October, 1989, before me, the undersigned Notary Public of the State of Maryland, personally appeared MICHAEL A. SCHRADER, who acknowledged himself to be Vice President of PULTE HOME CORPORATION, a Maryland corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized officer of said corporation by signing the name of the corporation by himself as Vice President.

AS WITNESS my hand and Notarial Seal.

Cathy M. Bussell  
Notary Public

My Commission Expires: 7-1-90

EXHIBIT "A"

BEGINNING FOR THE FIRST THEREOF AND BEING KNOWN AND DESIGNATED as Lots 1 through 6, inclusive, and 41 through 49, inclusive, Block B; Lots 1 through 19, inclusive, Block C; Lots 1 through 9, inclusive, Block D; the beds of Silver Teal Road, Hanf Farm Road and Bronze Wing Court; Storm Water Management Reservation; Local Open Space Lot .557 Acres, more or less; and Local Open Space Lot 1.0786 Acres, more or less, all as shown on Plat entitled "Plat One of Two Hanf Property SILVER HILL FARM", which Plat is recorded among the Land Records of Baltimore County in Plat Book S.M. No. 59, Folio 91.

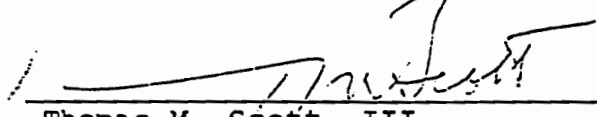
BEGINNING FOR THE SECOND THEREOF AND BEING KNOWN AND DESIGNATED as Lots 7 through 15, inclusive and 16 through 40, inclusive, Block B; Lots 10 through 55, inclusive, Block D; Lots 1 through 10, inclusive, Block E; Lots 1 through 8, inclusive, Block F; the beds of Silver Teal Road, Cole Farm Road, and Pintail Court; Storm Water Management Reservation Lot 1.369 Acres, more or less; Local Open Space Lot .557 Acre, more or less, Local Open Space Lot .143 Acre, more or less; 100 Year Flood Plain Reservation Lot .615 Acre; Open Space Lot .269 Acre, more or less; and Highway Widening Area .475 acre, more or less, all as shown on Plat entitled "Plat Two of Two Hanf Property SILVER HILL FARM", which Plat is recorded among the Land Records of Baltimore County in Plat Book S.M. No. 59, Folio 92.

BEGINNING FOR THE THIRD THEREOF AND BEING KNOWN AND DESIGNATED as Lot Nos. 1 thru 11, inclusive, Block A, 1 thru 11, inclusive Block B, 1 thru 23 inclusive, Block C, the beds of Westerman Circle, Hanf Farm Road, Necker Avenue and Vollmert Avenue, the Storm Water Management Reservation Area .856+ Acres, the Local Open Space Areas being .33+ and .45+ Acres and the Highway widening Area of .125+ Acres all as shown on the Plat entitled, "SILVER HILL FARM - WEST", dated July 14, 1989 and recorded among the Land Records of Baltimore County in Liber S.M. No. 60, folio 135.

CONSENT OF TRUSTEES

The undersigned, GORDON DEGEORGE and THOMAS M. SCOTT, III are the Trustees of an Indemnity Deed of Trust on the Property, recorded among the Land Records of Baltimore County, Maryland in Liber 8272, Folio 650, and join herein for the sole purpose of consenting to the creation of the covenants and restrictions upon the Property and subordinating the Deed of Trust to the legal operation and effect of this Declaration, reserving, however, the lien and effect of such Deed of Trust or the property described herein, including the easements, reservations, rights and benefits retained by Declarant.

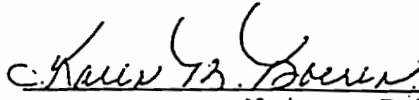
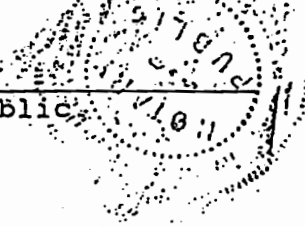
  
Gordon DeGeorge

  
Thomas M. Scott, III

STATE OF MARYLAND, <sup>City</sup> COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY that on this 16<sup>th</sup> day of October, 1989, before me, the undersigned Notary Public of the State of Maryland, personally appeared GORDON DEGEORGE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

  
Notary Public 

My Commission Expires: 7-1-90



STATE OF MARYLAND, <sup>City</sup> ~~COUNTY OF~~ Baltimore, TO WIT:

I HEREBY CERTIFY that on this 16th day of October, 1989, before me, the undersigned Notary Public of the State of Maryland, personally appeared THOMAS M. SCOTT, III, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Allen M. Green  
Notary Public

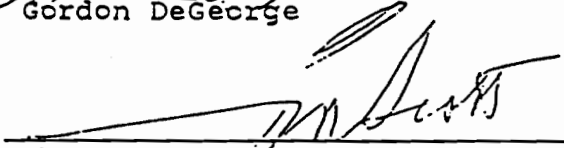
My Commission Expires: 7-1-90

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CONSENT OF TRUSTEES

The undersigned, GORDON DEGEORGE and THOMAS M. SCOTT, III are the Trustees of a ~~Deed~~ Deed of Trust on the Property, recorded among the Land Records of Baltimore County, Maryland in Liber 8207, Folio A95, and join herein for the sole purpose of consenting to the creation of the covenants and restrictions upon the Property and subordinating the Deed of Trust to the legal operation and effect of this Declaration, reserving, however, the lien and effect of such Deed of Trust or the property described herein, including the easements, reservations, rights and benefits retained by Declarant.

  
\_\_\_\_\_  
Gordon DeGeorge

  
\_\_\_\_\_  
Thomas M. Scott, III

STATE OF MARYLAND, <sup>City</sup> COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY that on this 16<sup>th</sup> day of October, 1989, before me, the undersigned Notary Public of the State of Maryland, personally appeared GORDON DeGEORGE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 7-1-90

STATE OF MARYLAND, <sup>City</sup> ~~COUNTY~~ OF Baltimore, TO WIT:

I HEREBY CERTIFY that on this 16<sup>th</sup> day of October, 1989, before me, the undersigned Notary Public of the State of Maryland, personally appeared THOMAS M. SCOTT, III, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Karen M. Brewer  
Notary Public

My Commission Expires: 7-1-90

2094052.2

CONTINENTAL TITLE COMPANY  
8 Reservoir Circle  
Suite 105  
Baltimore, Maryland 21208

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 16 day of August, 1990, by PREAKNESS HOMES, INC. and PREAKNESS SILVER HILL, INC., Maryland corporations (collectively, the "Declarant") and PULTE HOME CORPORATION, a Michigan corporation (the "Vendor").

WITNESSETH:

THAT, WHEREAS, the Declarant made, executed, and caused to be recorded a Declaration of Covenants, Conditions and Restrictions (the "Declaration") dated the 20th day of October, 1989 and recorded among the Land Records of Baltimore County, Maryland in Liber 8306, page 753; and

WHEREAS, the Declarant wishes to amend the provisions of the Declaration in accordance with the provisions and requirements of the Declaration; and

WHEREAS, in accordance with the provisions of the Declaration, the consent of two-thirds of the Class A members of the Homeowner's Association established pursuant to the Declaration have consented to this Amendment.

NOW, THEREFORE, Declarant hereby declares that the Declaration of Covenants, Conditions and Restrictions is modified and amended in the following manner:

1. Article VII, Section 6 (L) is hereby deleted in its entirety. In place of such Article VII, Section 6 (L) the following is added:

"(L) No structure of a temporary character, swimming pool, recreational structures, or other structures shall be erected, used or maintained on any Lot at any time, unless Architectural Review Committee written consent is acquired. But in no event shall above ground pools, or clothes lines be permitted on any Lot. The Architectural Review Committee shall issue standards for the construction of storage sheds in the rear of homes containing sub-basements below grade. The installation of such storage sheds only in such units containing sub-basements below grade shall not require further approval of the Architectural Review Committee so long as such storage sheds apply, in every respect, to the standards established. In the event that such standards for storage sheds have not been established by the Architectural Review Committee prior to the proposed construction by an Owner, such Owner shall submit its plans for such storage shed for approval to the Architectural Review Committee."

2. Article VII, Section 11, Fences, is hereby deleted in its entirety. In its place, insert the following as a new Article VII, Section 11:

"Fences. Any fence constructed upon the Property shall not extend into the front or side yards except end unit fencing as described below, nor may fences extend forward of the rear foundation wall. End unit townhome side yard fencing may not extend forward of the rear foundation wall but may be extended to no further than one foot inside the side property line. Fences must conform in design, color and materials as those originally supplied with Lot. All plans for fences must have the prior written approval of the Architectural Review Committee, in accordance with the provisions of this Declaration."

3. Except as herein provided, the terms and conditions of the Declaration remain in full force and effect and otherwise unmodified.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal the day and year first above written.

WITNESS

PREAKNESS HOMES, INC.

Debra Shantz

By: [Signature]

PREAKNESS SILVER HILL, INC.

Debra Shantz

By: [Signature]

PULTE HOME CORPORATION

Deborah L. Coughlin

By: [Signature]

STATE OF MARYLAND, COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY, that on this 1<sup>st</sup> day of August, 1990, before me, the undersigned Notary Public of the State of Maryland, personally appeared HARRY ROSENTHAL, who acknowledged himself to be President of PREAKNESS HOMES, INC., a Maryland corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized officer of said corporation by signing the name of the corporation by himself as President.

AS WITNESS my hand and Notarial Seal.

Beth Shantz  
Notary Public

My Commission Expires: October 1, 1994

STATE OF MARYLAND, COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY, that on this 2<sup>nd</sup> day of August, 1990, before me, the undersigned Notary Public of the State of Maryland, personally appeared HARRY ROSENTHAL, who acknowledged himself to be President of PREAKNESS SILVER HILL, INC., a Maryland corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized officer of said corporation by signing the name of the corporation by himself as President.

AS WITNESS my hand and Notarial Seal.

Beth Shantz  
Notary Public

My Commission Expires: October 1, 1994

STATE OF MARYLAND, COUNTY OF Prince Georges, TO WIT:

I HEREBY CERTIFY, that on this 2 day of August, 1990, before me, the undersigned Notary Public of the State of Maryland, personally appeared Michael A. Schrader, who acknowledged himself to be President of PULTE HOME CORPORATION, a Maryland corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized officer of said corporation by signing the name of the corporation by himself as President.

AS WITNESS my hand and Notarial Seal.

Cathy M. Russell  
Notary Public


My Commission Expires: 9-1-94

2096148.2

CONSENT OF TRUSTEES

The undersigned, GORDON DeGEORGE and THOMAS M. SCOTT, III are the Trustees of a Deed of Trust on the Property, recorded among the Land Records of Baltimore County, Maryland in Liber 8209, Folio 495, and join herein for the sole purpose of consenting to the Amendment of Declaration of Covenants, Conditions and Restrictions (the "Amendment") and subordinating the Deed of Trust to the legal operation and effect of the Amendment, reserving, however, the lien and effect of such Deed of Trust or the property described, in the Declaration, including the easements, reservations, rights and benefits retained by Declarant.

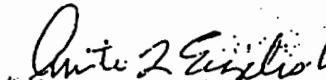
  
Gordon DeGeorge

  
Thomas M. Scott, III

STATE OF MARYLAND, <sup>County</sup> CITY OF Baltimore, TO WIT:

I HEREBY CERTIFY that on this 26<sup>th</sup> day of August, 1990, before me, the undersigned Notary Public of the State of Maryland, personally appeared GORDON DeGEORGE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

  
Notary Public

My Commission Expires: 8/1/92



STATE OF MARYLAND, CITY OF Baltimore, TO WIT:

I HEREBY CERTIFY that on this 14<sup>th</sup> day of August, 1990, before me, the undersigned Notary Public of the State of Maryland, personally appeared THOMAS M. SCOTT, III, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Arvid Langeloh

Notary Public

My Commission Expires: 8/1/92

2096159.2

# Silver Hill Farm Homeowners Association, Inc.

Current Unaudited Financial Documents





**Balance Sheet - Operating**

Silver Hill Farm Homeowners Association, Inc.

End Date: 07/31/2024

**Assets**

Operating Bank Accounts

10-11000-00 PPB-Operating-2695 \$67,725.22

Total Operating Bank Accounts: \$67,725.22

Reserve Bank Accounts - Other

13-13000-00 PPB-Reserve-1860 10,689.58

Total Reserve Bank Accounts - Other: \$10,689.58

Other Current Assets

15-15000-00 Owner Receivable 17,134.03

Total Other Current Assets: \$17,134.03

**Total Assets:** \$95,548.83

**Liabilities & Equity**

Current Liabilities

20-22500-00 Prepaid Owner Assessments 7,901.72

Total Current Liabilities: \$7,901.72

Reserve Equity

30-33300-00 Reserve - General 9,568.40

30-33320-00 Reserve - Interest 43.37

Total Reserve Equity: \$9,611.77

Other Equity

35-35000-00 Retained Earnings 57,703.64

Total Other Equity: \$57,703.64

Net Income Gain / Loss 20,331.70 \$20,331.70

**Total Liabilities & Equity:** \$95,548.83



## Income Statement - Operating

Silver Hill Farm Homeowners Association, Inc.

From 07/01/2024 to 07/31/2024

Description	Current Period			Year-to-date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
<b>OPERATING INCOME</b>							
<b>Income</b>							
41000-00 Association Fees	\$19,822.00	\$3,303.67	\$16,518.33	\$39,644.00	\$23,125.69	\$16,518.31	\$39,644.00
44000-00 Late Charge Fees	795.00	-	795.00	1,470.00	-	1,470.00	-
44200-00 Legal Fee Income	-	-	-	1,197.00	-	1,197.00	-
45200-00 NSF Fees	-	-	-	50.00	-	50.00	-
45510-00 Owner Late Interest	-	-	-	9.37	-	9.37	-
<b>Total Income</b>	<b>\$20,617.00</b>	<b>\$3,303.67</b>	<b>\$17,313.33</b>	<b>\$42,370.37</b>	<b>\$23,125.69</b>	<b>\$19,244.68</b>	<b>\$39,644.00</b>
<b>Total OPERATING INCOME</b>	<b>\$20,617.00</b>	<b>\$3,303.67</b>	<b>\$17,313.33</b>	<b>\$42,370.37</b>	<b>\$23,125.69</b>	<b>\$19,244.68</b>	<b>\$39,644.00</b>
<b>OPERATING EXPENSE</b>							
<b>Administrative</b>							
50200-00 Bank Charge	-	-	-	10.00	-	(10.00)	-
50300-00 Legal	55.00	431.06	376.06	1,045.50	3,017.42	1,971.92	5,172.72
50350-00 Tax Return/Audit	-	33.33	33.33	400.00	233.31	(166.69)	400.00
51050-00 Management Fee	1,172.95	1,155.92	(17.03)	8,210.65	8,091.44	(119.21)	13,871.00
51150-00 Office Expense	139.41	124.36	(15.05)	1,543.25	870.52	(672.73)	1,492.28
<b>Total Administrative</b>	<b>\$1,367.36</b>	<b>\$1,744.67</b>	<b>\$377.31</b>	<b>\$11,209.40</b>	<b>\$12,212.69</b>	<b>\$1,003.29</b>	<b>\$20,936.00</b>
<b>Grounds</b>							
60400-00 Landscape Contract	1,111.94	1,041.67	(70.27)	7,783.58	7,291.69	(491.89)	12,500.00
60900-00 Tree and Shrub Treatment	-	104.17	104.17	-	729.19	729.19	1,250.00
62650-00 Grounds Repair & Maintenance	-	96.50	96.50	-	675.50	675.50	1,158.00
<b>Total Grounds</b>	<b>\$1,111.94</b>	<b>\$1,242.34</b>	<b>\$130.40</b>	<b>\$7,783.58</b>	<b>\$8,696.38</b>	<b>\$912.80</b>	<b>\$14,908.00</b>
<b>Insurance &amp; Tax</b>							
80000-00 Insurance Package	-	150.00	150.00	1,879.00	1,050.00	(829.00)	1,800.00
<b>Total Insurance &amp; Tax</b>	<b>\$-</b>	<b>\$150.00</b>	<b>\$150.00</b>	<b>\$1,879.00</b>	<b>\$1,050.00</b>	<b>(\$829.00)</b>	<b>\$1,800.00</b>
<b>Reserve Contributions</b>							
97000-00 Reserve Contribution	166.67	-	(166.67)	1,166.69	-	(1,166.69)	-
<b>Total Reserve Contributions</b>	<b>\$166.67</b>	<b>\$-</b>	<b>(\$166.67)</b>	<b>\$1,166.69</b>	<b>\$-</b>	<b>(\$1,166.69)</b>	<b>\$-</b>
<b>Total OPERATING EXPENSE</b>	<b>\$2,645.97</b>	<b>\$3,137.01</b>	<b>\$491.04</b>	<b>\$22,038.67</b>	<b>\$21,959.07</b>	<b>(\$79.60)</b>	<b>\$37,644.00</b>
<b>Net Income:</b>	<b>\$17,971.03</b>	<b>\$166.66</b>	<b>\$17,804.37</b>	<b>\$20,331.70</b>	<b>\$1,166.62</b>	<b>\$19,165.08</b>	<b>\$2,000.00</b>



**Income Statement Summary - Operating**

Silver Hill Farm Homeowners Association, Inc.

Fiscal Period: July 2024

Account	January	February	March	April	May	June	July	August	September	October	November	December	Total
<b>OPERATING INCOME</b>													
Income													
41000-00 Association Fees	\$19,822.00	\$-	\$-	\$-	\$-	\$-	\$19,822.00	\$-	\$-	\$-	\$-	\$-	\$39,644.00
44000-00 Late Charge Fees	-	-	690.00	(15.00)	-	-	795.00	-	-	-	-	-	1,470.00
44200-00 Legal Fee Income	324.00	328.00	449.00	96.00	-	-	-	-	-	-	-	-	1,197.00
45200-00 NSF Fees	50.00	-	-	-	-	-	-	-	-	-	-	-	50.00
45510-00 Owner Late Interest	2.40	-	4.57	2.40	-	-	-	-	-	-	-	-	9.37
<b>Total Income</b>	<b>20,198.40</b>	<b>328.00</b>	<b>1,143.57</b>	<b>83.40</b>	<b>-</b>	<b>-</b>	<b>20,617.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>42,370.37</b>
<b>Total OPERATING INCOME</b>	<b>20,198.40</b>	<b>328.00</b>	<b>1,143.57</b>	<b>83.40</b>	<b>-</b>	<b>-</b>	<b>20,617.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>42,370.37</b>
<b>OPERATING EXPENSE</b>													
<b>Administrative</b>													
50200-00 Bank Charge	10.00	-	-	-	-	-	-	-	-	-	-	-	10.00
50300-00 Legal	186.00	130.00	-	42.50	260.00	372.00	55.00	-	-	-	-	-	1,045.50
50350-00 Tax Return/Audit	-	-	400.00	-	-	-	-	-	-	-	-	-	400.00
51050-00 Management Fee	1,172.95	1,172.95	1,172.95	1,172.95	2,345.90	-	1,172.95	-	-	-	-	-	8,210.65
51150-00 Office Expense	432.15	5.53	920.72	39.16	2.65	3.63	139.41	-	-	-	-	-	1,543.25
<b>Total Administrative</b>	<b>1,801.10</b>	<b>1,308.48</b>	<b>2,493.67</b>	<b>1,284.61</b>	<b>2,608.55</b>	<b>375.63</b>	<b>1,367.36</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>11,209.40</b>
<b>Grounds</b>													
60400-00 Landscape Contract	1,111.94	1,111.94	1,111.94	1,111.94	1,111.94	1,111.94	1,111.94	-	-	-	-	-	7,783.58
<b>Total Grounds</b>	<b>1,111.94</b>	<b>1,111.94</b>	<b>1,111.94</b>	<b>1,111.94</b>	<b>1,111.94</b>	<b>1,111.94</b>	<b>1,111.94</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>7,783.58</b>
<b>Insurance &amp; Tax</b>													
80000-00 Insurance Package	1,879.00	-	-	-	-	-	-	-	-	-	-	-	1,879.00
<b>Total Insurance &amp; Tax</b>	<b>1,879.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,879.00</b>
<b>Reserve Contributions</b>													
97000-00 Reserve Contribution	166.67	166.67	166.67	166.67	166.67	166.67	166.67	-	-	-	-	-	1,166.69
<b>Total Reserve Contributions</b>	<b>166.67</b>	<b>166.67</b>	<b>166.67</b>	<b>166.67</b>	<b>166.67</b>	<b>166.67</b>	<b>166.67</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,166.69</b>
<b>Total OPERATING EXPENSE</b>	<b>4,958.71</b>	<b>2,587.09</b>	<b>3,772.28</b>	<b>2,633.22</b>	<b>3,887.16</b>	<b>1,654.24</b>	<b>2,645.97</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>22,038.67</b>
<b>Net Income:</b>	<b>15,239.69</b>	<b>(2,259.09)</b>	<b>(2,628.71)</b>	<b>(2,449.82)</b>	<b>(3,887.16)</b>	<b>(1,654.24)</b>	<b>17,971.03</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>20,331.70</b>

# Silver Hill Farm Homeowners Association, Inc.

Insurance Dec Page





AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> John Bugg		<b>NAMED INSURED</b> SILVER HILL FARMS & SILVER HILL WEST HOMEOWNERS ASSOC INC	
<b>POLICY NUMBER</b> 90-GL-5517-5			
<b>CARRIER</b> State Farm Fire and Casualty Company	<b>NAIC CODE</b> 25143	<b>EFFECTIVE DATE:</b> 12/16/2023	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.**

**FORM NUMBER:** 24 **FORM TITLE:** Certificate of Property Insurance

**Unit Owner:**

SILVER HILL FARMS & SILVER HILL HOMEOWNERS ASSOCIATION - C/O TIDEWATER PROPERTY MANAGEMENT - 3600 Crondall Ln Ste 100 - Owings Mills, - MD - 21117-2233 - Unit Loan Number: NONE - Number Of Units: 0187

**Association Type:** Residential Community Association Policy

**Forms, Options and Endorsements:**

CMP-4100	Businessowners Coverage Form
CMP-4220.2	Amendatory Endorsement
CMP-4550	Residential Community Assoc
CMP-4508	Money and Securities
CMP-4561.4	Policy Endorsement

**Forms, Options and Endorsements:**

CMP-4814	Dir & Officers	\$1,000,000
FE-6999.3	Terrorism Insurance Cov Notice	
CMP-4710	Emp Dishonesty	\$25,000
CMP-4705.2	Loss of Income & Extra Expense	
FE-3650	Actual Cash Value Endorsement	

**Coverages:**

Business Liability	\$1,000,000
Medical Payments	\$5,000
Products-Completed Operations	\$2,000,000
General Aggregate	\$2,000,000

**Coverage**

Unless otherwise endorsed, this policy provides replacement cost coverage on described property and common areas detailed within the Association Covenants, Conditions, and Restrictions (CC&Rs) including the following types of property within a unit, regardless of ownership:

1. Fixtures, improvements and alterations that are a part of the building or structure; and
2. Appliances such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.

Replacement cost coverage is subject to the terms and conditions of the policy and any endorsements.

Coverage under this policy may have been modified to provide actual cash value coverage rather than replacement cost coverage, or to remove specified property from coverage, if any endorsement containing in its title "ACV" or "Actual Cash Value," or "Additional Property Not Covered" is identified on this Certificate of Insurance.

Endorsements: FE-3650, FE-3653, FE-3658, and FE-3659 (Actual Cash Value) - These endorsements describe what the term "actual cash value" means where used in the policy. **However, these endorsements do not change any replacement cost coverage provided by the policy.**

This policy provides coverage on a standalone/individual condominium association.

**Commercial General Liability**

State Farm refers to this coverage as Business Liability Coverage. Coverage amount shown is Per Occurrence.

**Loss of Rents, Loss of Income and Extra Expense**

If this coverage is shown, limits are "Actual Loss Sustained". Contact the agent to confirm the number of day's coverage.



**STATE FARM FIRE AND CASUALTY COMPANY**  
 A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

**DECLARATIONS**

Po Box 2915  
 Bloomington IL 61702-2915

**Named Insured**

M-21-8940-FBC1 F V

002216 3123

SILVER HILL FARMS & SILVER  
 HILL WEST HOMEOWNERS ASSOC  
 INC  
 C/O TIDEWATER PROPERTY MGNT  
 5602 DOGWOOD RD  
 GWYNN OAK MD 21207-5906



<b>Policy Number</b>	<b>90-GL-5517-5</b>	
<b>Policy Period</b>	<b>Effective Date</b>	<b>Expiration Date</b>
12 Months	DEC 16 2022	DEC 16 2023
The policy period begins and ends at 12:01 am standard time at the premises location.		

**Agent and Mailing Address**

JOHN BUGG III  
 6711 BELAIR RD STE A  
 BALTIMORE MD 21206-1151

PHONE: (410) 661-6056  
 (410) 661-4533

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**Residential Community Association Policy**

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

Entity: Corporation

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

The premium for your expiring policy was \$1,787.00  
 Your premium has increased by \$78.00 since the last term.  
 Please call your agent if you want additional information about the premium increase.

POLICY PREMIUM \$ 1,865.00

Discounts Applied:  
 Renewal Year  
 Claim Record

PLEASE SEE AN IMPORTANT MESSAGE FOLLOWING THE PARTICIPATING POLICY PROVISION AT THE END OF THIS DECLARATIONS.

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 OCT 18 2022  
 CMP-4000

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Page 1 of 7

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530-686 a.2 05-31-2011 (e113231c)

**DECLARATIONS (CONTINUED)**

Residential Community Association Policy for SILVER HILL FARMS & SILVER  
 Policy Number 90-GL-5517-5

**SECTION I - PROPERTY SCHEDULE**

Location Number	Location of Described Premises	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property
001	SILVER HILL FARMS & WHITE MARSH & SILVER HILL FARMS WEST BALTIMORE MD 21236	No Coverage	No Coverage

**AUXILIARY STRUCTURES**

Location Number	Description	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property
001A	COMMON AREA	\$ 10,800	See Prop Sch

\* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

**SECTION I - INFLATION COVERAGE INDEX(ES)**

Inflation Coverage Index: 237.6

**SECTION I - DEDUCTIBLES**

Basic Deductible \$500

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**DECLARATIONS (CONTINUED)**

**Residential Community Association Policy for SILVER HILL FARMS & SILVER**  
**Policy Number 90-GL-5517-5**

**Special Deductibles:**

Money and Securities	\$250	Employee Dishonesty	\$250
Equipment Breakdown	\$500		

Other deductibles may apply - refer to policy.

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**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES**

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	\$5,000
Fire Extinguisher Systems Recharge Expense	\$5,000
Glass Expenses	Included
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000
Ordinance Or Law - Equipment Coverage	Included
Preservation Of Property	30 Days
Water Damage, Other Liquids, Powder Or Molten Material Damage	Included

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Page 3 of 7

**DECLARATIONS (CONTINUED)**

**Residential Community Association Policy for SILVER HILL FARMS & SILVER  
Policy Number 90-GL-5517-5**

**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH COMPLEX**

The coverages and corresponding limits shown below apply separately to each complex as described in the policy.

COVERAGE	LIMIT OF INSURANCE
Accounts Receivable	
On Premises	\$50,000
Off Premises	\$15,000
Arson Reward	\$5,000
Forgery Or Alteration	\$10,000
Money And Securities (Off Premises)	\$5,000
Money And Securities (On Premises)	\$10,000
Money Orders And Counterfeit Money	\$1,000
Outdoor Property	\$5,000
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Personal Property Off Premises	\$15,000
Pollutant Clean Up And Removal	\$10,000
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Signs	\$2,500
Valuable Papers And Records	
On Premises	\$10,000
Off Premises	\$5,000

OCT 18 2022

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OCT 18 2022  
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Page 4 of 7

**DECLARATIONS (CONTINUED)**

Residential Community Association Policy for SILVER HILL FARMS & SILVER  
 Policy Number 90-GL-5517-5



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**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY**

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

COVERAGE	LIMIT OF INSURANCE
Back-Up of Sewer or Drain	Included
Employee Dishonesty	\$25,000
Loss Of Income And Extra Expense	Actual Loss Sustained - 12 Months

**SECTION II - LIABILITY**

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	\$1,000,000
Coverage M - Medical Expenses (Any One Person)	\$5,000
Damage To Premises Rented To You	\$300,000
Directors And Officers Liability	\$1,000,000
AGGREGATE LIMITS	LIMIT OF INSURANCE
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000
Directors and Officers Aggregate	\$1,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

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Page 5 of 7

DECLARATIONS (CONTINUED)

Residential Community Association Policy for SILVER HILL FARMS & SILVER  
Policy Number 90-GL-5517-5

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

FORMS AND ENDORSEMENTS

---

- CMP-4100 Businessowners Coverage Form
- CMP-4561.4 \*Policy Endorsement
- CMP-4705.2 \*Loss of Income & Extra Expense
- CMP-4220.2 \*Amendatory Endorsement
- FE-6999.3 \*Terrorism Insurance Cov Notice
- CMP-4814 Directors & Officers Liability
- CMP-4550 Residential Community Assoc
- CMP-4746.1 Hired Auto Liability
- CMP-4710 Employee Dishonesty
- CMP-4508 Money and Securities
- FE-3650 Actual Cash Value Endorsement
- FD-6007 Inland Marine Attach Dec
- \* New Form Attached

OCT 18 2022

This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

*Lynne M. Youell*  
Secretary

*Michael J. Lipson*  
President

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**DECLARATIONS (CONTINUED)**

**Residential Community Association Policy for SILVER HILL FARMS & SILVER  
Policy Number 90-GL-5517-5**



**WE WILL CONSIDER YOUR CLAIMS HISTORY, IF ANY, FOR PURPOSES OF  
DETERMINING WHETHER TO CANCEL OR REFUSE TO RENEW YOUR POLICY.**

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STATE FARM FIRE AND CASUALTY COMPANY  
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

**INLAND MARINE ATTACHING DECLARATIONS**

Po Box 2915  
Bloomington IL 61702-2915

**Named Insured**

M-21-8940-FBC1 F V

SILVER HILL FARMS & SILVER  
HILL WEST HOMEOWNERS ASSOC  
INC  
C/O TIDEWATER PROPERTY MGNT  
5602 DOGWOOD RD  
GWYNN OAK MD 21207-5906

**Policy Number** 90-GL-5517-5

<b>Policy Period</b>	<b>Effective Date</b>	<b>Expiration Date</b>
12 Months	DEC 16 2022	DEC 16 2023
The policy period begins and ends at 12:01 am standard time at the premises location.		

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**ATTACHING INLAND MARINE**

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

**Annual Policy Premium** Included

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

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

**Forms, Options, and Endorsements**

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

See Reverse for Schedule Page with Limits

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FD-6007

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**ATTACHING INLAND MARINE SCHEDULE PAGE**

**ATTACHING INLAND MARINE**

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ENDORSEMENT NUMBER	COVERAGE	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT	ANNUAL PREMIUM
FE-8743.1	Inland Marine Computer Prop Loss of Income and Extra Expense	\$ 10,000 \$ 10,000	\$ 500	Included Included

OCT 18 2022

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OTHER LIMITS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY

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OCT 18 2022  
FD-6007

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**IMPORTANT NOTICE**

**Regarding Changes to Your Policy**



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**CMP-4561.4 POLICY ENDORSEMENT** is added to your State Farm® policy and replaces **CMP-4561.1 POLICY ENDORSEMENT**.

The following changes to your policy are effective with this policy term:

- **SECTION II – DEFINITIONS: Paragraph 18. Personal and Advertising Injury:**
  - Infringement of another’s patent, trademark, or trade secret is no longer within the definition of personal and advertising injury.
- **SECTION II – EXCLUSIONS: Paragraph 17. Personal and Advertising Injury:**
  - Damages from infringement of another’s patent, trademark, or trade secret continue to be specifically excluded under this policy.

The endorsement follows this notice. Please read the endorsement and place it with your policy. If you have any questions, please contact your State Farm agent.

---

*DISCLAIMER: This notice only provides a general summary of changes to your State Farm policy. This notice is not a statement of contract. This notice does not change, modify, or invalidate the provisions, terms, or conditions as set forth in your State Farm policy booklet, the most recently issued declarations, and any applicable endorsements.*

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**POLICY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

**1. BUSINESSOWNERS COVERAGE FORM TABLE OF CONTENTS** is amended as follows:

- a. The title Electronic Data is changed to Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability.
- b. The title Recording And Distribution Of Material or Information In Violation Of Law is changed to Recording And Distribution Of Material.

**2. Paragraph 2.f. Dishonesty** under **SECTION I – EXCLUSIONS** is replaced by the following:

- f. **Dishonesty**
  - (1) Dishonest or criminal acts by you, anyone else with an interest in the property, or any of your or their partners, “members”, officers, “managers”, employees, directors, trustees, or authorized representatives, whether acting alone or in collusion with each other or with any other party; or
  - (2) Theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion applies whether or not an act occurs during your normal hours of operation.

This exclusion does not apply to acts of destruction by your employees; but theft by your employees is not covered.

With respect to accounts receivable and “valuable papers and records”, this exclusion does not apply to carriers for hire.

**3. SECTION I – EXTENSIONS OF COVERAGE** is amended as follows:

- a. Paragraph **4.a.(1)** under **Collapse** is replaced by the following:
  - (1) Collapse means an abrupt falling down or caving in of a building or any part of a building;
- b. Paragraph **5.** is replaced by the following:

**5. Water Damage, Other Liquids, Powder Or Molten Material Damage**

If loss caused by covered water or other liquid, powder, or molten material occurs, we will also pay the cost to tear out and replace only that particular part of the covered building or structure necessary to gain access to the specific

point of that system or appliance from which the water or other substance escaped.

We will not pay the cost to repair any defect that caused the loss; but we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:

- a. Results in discharge of any substance from an automatic fire protection system; or
- b. Is directly caused by freezing.

The amount we pay under this Extension of Coverage will not increase the applicable Limit of Insurance.

- c. Paragraph 13. is replaced by the following:

**13. Personal Property Off Premises**

You may extend the insurance provided by this coverage form to apply to Covered Property, other than "money" and "securities", "valuable papers and records", or accounts receivable, while it is in the course of transit or at another premises. The most we will pay for loss in any one occurrence under this Extension Of Coverage is the Limit Of Insurance for Personal Property Off Premises shown in the Declarations.

The amount we pay under this Extension Of Coverage is an additional amount of insurance.

If the Covered Property is located at another premises you own, lease, operate, or regularly use, the insurance provided under this extension applies only if the loss occurs within 90 days after the property is first moved.

The Other Insurance Condition contained in SECTION I AND SECTION II — COMMON POLICY CONDITIONS does not apply to this Extension Of Coverage. The insurance provided under this Extension Of Coverage is primary and does not contribute with any other insurance.

- d. The following is added to Paragraph 22.e. under **Equipment Breakdown**:

Paragraph 5.b. under **Coverage B – Business Personal Property** is replaced by:

- b. Be your responsibility to maintain or insure according to the terms of your lease or rental agreement.

- e. The following is added:

**Business Personal Property In Portable Storage Units**

You may extend the insurance provided by this coverage form to apply to Business Personal Property, other than "money" and "securities", "valuable papers and records", or accounts receivable, while temporarily stored in a portable storage unit (including a detached trailer) located within 100 feet of the described premises. The most we will pay for loss under this Extension Of Coverage is \$10,000.

The amount we pay under this Extension Of Coverage will not increase the applicable Limit Of Insurance.

Coverage will end 90 days after Business Personal Property has been placed in the storage unit. Coverage does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the Business Personal Property has been stored there for 90 or fewer days at the time of loss.

- 4. SECTION II — LIABILITY is amended as follows:

- a. Section II – Exclusions is amended as follows:

- (1) The following is added to Paragraph 3. **Liquor Liability**:

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by an insured, or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in Paragraph 3.a.

- (2) Paragraph 8.f. under **Aircraft, Auto Or Watercraft** is replaced by the following:

- f. "Bodily injury" or "property damage" arising out of:

- (1) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged;
- (2) The operation of any of the following machinery or equipment:
  - (a) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and



ST-1  
0713-1001

- (b) Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well servicing equipment; or
- (3) The operation of your business from a land vehicle:
  - (a) While it is parked and functioning, other than "loading and unloading", as a premises for your business operations; and
  - (b) That would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

(3) Paragraphs 17.b. and 17.c. under **Personal And Advertising Injury** are replaced by the following:

- b. Arising out of oral or written publication of material, in any manner, if done by or at the direction of the insured with knowledge of its falsity;
- c. Arising out of oral or written publication of material, in any manner, whose first publication took place before the beginning of the policy period;

(4) The last paragraph of 17.h. under **Personal And Advertising Injury** is replaced by the following:

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

(5) Paragraphs 18. **Electronic Data** and 19. **Recording And Distribution Of Material In Violation Of Law** are replaced by the following:

**18. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

- a. Damages arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or

any other type of nonpublic information; or

- b. Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses, or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph a. or b. above.

As used in this exclusion, electronic data means information, facts, or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve, or send data.

**19. Recording and Distribution of Material**

Damages arising directly or indirectly out of any communication, by or on behalf of any insured, that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), CAN-SPAM Act of 2003, Fair Credit Reporting Act (FCRA), or Fair and Accurate Credit Transaction Act (FACTA); including any regulations and any amendment of or addition to such statutes;
- b. Any federal, state or local law, statute, ordinance, or regulation, in addition to Paragraph a. above, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of material or information; or
- c. Any other federal, state or local law, statute, ordinance, or regulation that may provide a basis for a separate

claim or cause of action arising out of any communication referenced in Paragraphs a. or b. above.

- b. Paragraph 1.d.(2) under Coverage M – Medical Expenses of SECTION II – MEDICAL EXPENSES is replaced by the following:

- (2) Executes authorization to allow us to obtain copies of medical bills, medical records, and any other information we deem necessary to substantiate the claim.

Such authorizations must not:

- (a) Restrict us from performing our business functions in:
- i. Obtaining records, bills, information, and data; or
  - ii. Using or retaining records, bills, information, and data collected or received by us;
- (b) Require us to violate federal or state laws or regulations;
- (c) Prevent us from fulfilling our data reporting and data retention obligations to insurance regulators; or
- (d) Prevent us from disclosing claim information and data:
- i. To enable performance of our business functions;
  - ii. To meet our reporting obligations to insurance regulators;
  - iii. To meet our reporting obligations to insurance data consolidators; and
  - iv. As otherwise permitted by law.

If the holder of the information refuses to provide it to us despite the authorization, then at our request the person making claim or his or her legal representative must obtain the information and promptly provide it to us; and

- c. SECTION II – WHO IS AN INSURED is amended as follows:

- (1) Paragraph 1.c. does not apply.
- (2) Paragraphs 2.b.(1) and (4) are replaced by the following:
- (1) “Employees” with respect to “bodily injury” to:
- (a) Any co-“employee” arising out of and in the course of the co-“employee’s” em-

ployment or while performing duties related to the conduct of your business; or

- (b) The spouse, child, parent, brother, or sister of that co-“employee” as a consequence of Paragraph (a) above;

- (4) The owner of a “non-owned auto” or any agent of or any person or entity employed by such owner.

- d. Paragraph 2.b. under Financial Responsibility Laws of SECTION II – GENERAL CONDITIONS does not apply.

- e. SECTION II – DEFINITIONS is amended as follows:

- (1) Paragraph 2. is replaced by the following:

2. “Auto” means:

- a. A land motor vehicle, trailer, or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, “auto” does not include “mobile equipment”.

- (2) The following is added to Paragraph 15. “mobile equipment”:

However, “mobile equipment” does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered “autos”.

5. The following is added to SECTION I AND SECTION II – COMMON POLICY CONDITIONS:

#### Our Rights Regarding Claim Information

- a. We will collect, receive, obtain, use, and retain all the items described in Paragraph b.(1) below and use and retain the information described in Paragraph b.(3)(b) below, in accordance with applicable federal and state laws and regulations and consistent with the performance of our business functions.



ST-1  
0611-1001

- b. Subject to Paragraph a. above, we will not be restricted in or prohibited from:
  - (1) Collecting, receiving, or obtaining records, receipts, invoices, medical bills, medical records, wage information, salary information, employment information, data, and any other information;
  - (2) Using any of the items described in Paragraph b.(1) above; or
  - (3) Retaining:
    - (a) Any of the items in Paragraph b.(1) above; or
    - (b) Any other information we have in our possession as a result of our processing, handling, or otherwise resolving claims submitted under this policy.
- c. We may disclose any of the items in Paragraph b.(1) above and any of the information described in Paragraph b.(3)(b) above:

- (1) To enable performance of our business functions;
- (2) To meet our reporting obligations to insurance regulators;
- (3) To meet our reporting obligations to insurance data consolidators;
- (4) To meet other obligations required by law; and
- (5) As otherwise permitted by law.
- d. Our rights under Paragraphs a., b., and c. above shall not be impaired by any:
  - (1) Authorization related to any claim submitted under this policy; or
  - (2) Act or omission of an insured or a legal representative acting on an insured's behalf.

All other policy provisions apply.

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(CONTINUED)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **CMP-4705.2 LOSS OF INCOME AND EXTRA EXPENSE**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

The coverage provided by this endorsement is subject to the provisions of **SECTION I — PROPERTY**, except as provided below.

#### **COVERAGES**

##### **1. Loss Of Income**

- a. We will pay for the actual "Loss Of Income" you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by accidental direct physical loss to property at the described premises. The loss must be caused by a Covered Cause Of Loss. With respect to loss to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, then the described premises means:

- (1) The portion of the building which you rent, lease or occupy; and
  - (2) Any area within the building or on the site at which the described premises are located, if that area is the only such area that:
    - (a) Services; or
    - (b) Is used to gain access to; the described premises.
- b. We will only pay for "Loss Of Income" that you sustain during the "period of restoration" that occurs after the date of accidental direct physical loss and within the number of consecutive months for Loss Of Income And Extra Expense shown in the Declarations. We will only pay for "ordinary payroll expenses" for 90 days following the date of accidental direct physical loss.

##### **2. Extra Expense**

- a. We will pay necessary "Extra Expense" you incur during the "period of restoration" that you would not have incurred if there had been no accidental direct physical loss to property at the described premises. The loss must be caused by a Covered Cause Of Loss. With respect to loss to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, then the described premises means:

- (1) The portion of the building which you rent, lease or occupy; and
  - (2) Any area within the building or on the site at which the described premises are located, if that area is the only such area that:
    - (a) Services; or
    - (b) Is used to gain access to; the described premises.
- b. We will only pay for "Extra Expense" that occurs after the date of accidental direct physical loss and within the number of consecutive months for Loss Of Income And Extra Expense shown in the Declarations.

##### **3. Extended Loss Of Income**

- a. If the necessary "suspension" of your "operations" produces a "Loss Of Income" payable under this policy, we will pay for the actual "Loss Of Income" you incur during the period that:
- (1) Begins on the date property, except finished stock, is actually repaired, rebuilt or replaced and "operations" are resumed; and





ST-1  
0913-1001

- (2) Ends on the earlier of:
  - (a) The date you could restore your "operations", with reasonable speed, to the level which would generate the Net Income amount that would have existed if no accidental direct physical loss had occurred; or
  - (b) 60 consecutive days after the date determined in Paragraph a.(1) above.

However, Extended Loss Of Income does not apply to "Loss Of Income" incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause Of Loss in the area where the described premises are located.

- b. "Loss Of Income" must be caused by accidental direct physical loss at the described premises caused by any Covered Cause Of Loss.

**4. Civil Authority**

- a. When a Covered Cause Of Loss causes damage to property other than property at the described premises, we will pay for the actual "Loss Of Income" you sustain and necessary "Extra Expense" caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:
  - (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
  - (2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause Of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.
- b. Civil Authority coverage for "Loss Of Income" will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

- c. Civil Authority coverage for necessary "Extra Expense" will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:
  - (1) Four consecutive weeks after the date of that action; or
  - (2) When your Civil Authority coverage for "Loss Of Income" ends;
 whichever is later.

**EXTENSIONS OF COVERAGE**

**1. Newly Acquired Property**

- a. You may extend the insurance provided by this endorsement to apply to newly acquired or constructed property covered as described in Paragraph 12. of SECTION I — EXTENSIONS OF COVERAGE of your policy.
- b. The most we will pay in any one occurrence under this coverage for "Loss Of Income" and necessary "Extra Expense" is the actual loss you sustain.

**2. Interruption Of Web Site Operations**

- a. You may extend the insurance provided by this endorsement to apply to the necessary interruption of your business. The interruption must be caused by an accidental direct physical loss to your Web Site Operations at the premises of a vendor acting as your service provider.

Such interruption must be caused by a Covered Cause Of Loss other than a loss covered under Equipment Breakdown Extension Of Coverage of your Business-owners Coverage Form.

**(1) Coverage Time Period**

We will only pay for loss you sustain during the seven-day period immediately following the first 12 hours after the Covered Cause Of Loss.

**(2) Conditions**

- (a) This coverage applies only if you have a back-up copy of your Web Site stored at a location other than the site of the Web Site vendor and to the extent "Loss Of Income" is permanently lost.
- (b) Notwithstanding any provision to the contrary, the coverage provided under this Interruption Of Web Site

Operations Extension Of Coverage is primary to any LOSS OF INCOME AND EXTRA EXPENSE coverage provided by the **Inland Marine Computer Property Form**.

- b. The most we will pay in any one occurrence under this coverage is \$10,000.

### 3. Off Premises – Loss Of Income

- a. You may extend the insurance provided by this endorsement to apply to the necessary "suspension" of your business. The "suspension" must be caused by an accidental direct physical loss to Covered Property while it is in the course of transit or at another premises.

If the Covered Property is located at another premises you own, lease, operate, or regularly use, the insurance provided under this extension applies only if the loss occurs within 90 days after the property is first moved.

We will only pay for loss you sustain during the period beginning immediately after the time of accidental direct physical loss caused by any Covered Cause Of Loss and ending when the property should be repaired, rebuilt or replaced with reasonable speed and similar quality.

- b. The most we will pay in any one occurrence under this coverage is \$20,000.

### EXCLUSIONS

We will not pay for:

1. Any "Extra Expense", or increase of "Loss Of Income", caused by:
  - a. Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers, picketers, or any others charged with rebuilding, repairing, or replacing property; or
  - b. Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of your "operations", we will cover such loss that affects your "Loss Of Income" during the "period of restoration".
2. Any other consequential loss.

### CONDITION

#### Resumption Of Operations

We will reduce the amount of your:

1. "Loss Of Income", other than "Extra Expense", to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
2. "Extra Expense" loss to the extent you can return "operations" to normal and discontinue such "Extra Expense".

### DEDUCTIBLE

No deductible applies to the coverage provisions provided in this "Loss Of Income" endorsement.

However, for any loss covered under Paragraph **22.b.(4)** of the Equipment Breakdown Extension Of Coverage of your policy, the Special Deductible for Equipment Breakdown will apply to this "Loss Of Income".

### DEFINITIONS

1. "Extra Expense" means expense incurred:
  - a. To avoid or minimize the "suspension" of business and to continue "operations":
    - (1) At the described premises; or
    - (2) At replacement premises or at temporary locations, including relocation expenses, and costs to equip and operate the replacement or temporary locations;
  - b. To minimize the "suspension" of business if you cannot continue "operations"; or
  - c. To:
    - (1) Repair or replace any property; or
    - (2) Research, replace or restore the lost information on damaged "valuable papers and records"

to the extent it reduces the amount of loss that otherwise would have been payable under this coverage or "Loss Of Income" coverage.
2. "Loss Of Income" means the sum of the amounts as described in **a.** and **b.** below:
  - a. Net Income (net profit or loss before income taxes) that would have been earned or incurred if no accidental direct physical loss had occurred, including:
    - (1) "Rental value";



ST-1  
1013-1001

- (2) "Maintenance fees", if you are a condominium association or other similar community association;
- (3) Total receipts and contributions (less operating expenses) normally received during the period of disruption of operations; and
- (4) Tuition and fees from students, including fees from room, board, laboratories and other similar sources.

Net Income does not include any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause Of Loss on customers or on other businesses.

- b. Continuing normal operating expenses incurred, including "ordinary payroll expenses".
- 3. "Maintenance fees" means the regular payment made to you by unit-owners and used to service the common property.
- 4. "Operations" means your business activities occurring at the described premises.
- 5. "Ordinary payroll expenses":
  - a. Mean payroll expenses for all your employees except:
    - (1) Officers;
    - (2) Executives;
    - (3) Department Managers; and
    - (4) Employees under contract.
  - b. Include:
    - (1) Payroll;
    - (2) Employee benefits, if directly related to payroll;
    - (3) FICA payments you pay;
    - (4) Union dues you pay; and
    - (5) Workers' compensation premiums.
- 6. "Period of restoration":
  - a. Means the period of time that:

- (1) Begins immediately after the time of accidental direct physical loss caused by any Covered Cause Of Loss at the described premises; and
- (2) Ends on the earlier of:
  - (a) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
  - (b) The date when business is resumed at a new permanent location.
- b. Does not include any increased period required due to the enforcement of any ordinance or law that:
  - (1) Regulates the construction, use or repair, or requires the tearing down of any property; or
  - (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

- 7. "Rental value" means:
  - a. The total anticipated rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you;
  - b. The amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be your obligations; and
  - c. The fair rental value of any portion of the described premises which is occupied by you.
- 8. "Suspension" means:
  - a. The partial slowdown or complete cessation of your business activities; or
  - b. That a part or all of the described premises is rendered untenable, if coverage for "Loss Of Income" applies.

All other policy provisions apply.

**IMPORTANT NOTICE****Regarding Changes to Your Policy**

**CMP-4220.2 AMENDATORY ENDORSEMENT (Maryland)** is added to your State Farm® policy and replaces **CMP-4220.1 AMENDATORY ENDORSEMENT (Maryland)**.

Editorial changes have been made to the following provisions:

- **SECTION I – CONDITIONS, Mortgageholders**
- **SECTION I AND SECTION II – COMMON POLICY CONDITIONS, Cancellation**
- **SECTION I AND SECTION II – COMMON POLICY CONDITIONS, When We Do Not Renew**

The endorsement follows this notice. Please read the endorsement and place it with your policy. If you have any questions, please contact your State Farm agent.

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*DISCLAIMER: This notice only provides a general summary of changes to your State Farm policy. This notice is not a statement of contract. This notice does not change, modify, or invalidate the provisions, terms, or conditions as set forth in your State Farm policy booklet, the most recently issued declarations, and any applicable endorsements.*

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDATORY ENDORSEMENT (Maryland)**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM****1. SECTION I – EXCLUSIONS** is amended as follows:

- a. The following is added to Paragraph 2:

**Color Mismatch**

Color mismatch between undamaged material and new material used to replace old, weathered or oxidized damaged material.

**2. SECTION I – CONDITIONS** is amended as follows:

- a. Paragraph 1.d. is replaced by the following:

**d. Legal Action Against Us**

No one may bring a legal action against us under this policy unless:

- (1) There has been full compliance with all provisions and terms of this policy; and
- (2) The action is brought within three years from the date it accrues.

- b. Paragraphs 2.b.(6) and 2.b.(7) under **Mortgageholders** are replaced by the following:

- (6) If we cancel this policy, we will provide notice to the mortgageholder at least:
  - (a) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
  - (b) 30 days before the effective date of cancellation if we cancel for any other reason.
- (7) If we elect not to renew this policy, we will provide notice to the mortgageholder at least 10 days before the expiration date of this policy.

## 3. SECTION II – LIABILITY is amended as follows:

## a. The following is added to Coverage L – Business Liability:

If you are a charitable institution, we may not assert the defense that you are immune from liability because you are a charitable institution.

## 4. SECTION I AND SECTION II — COMMON POLICY CONDITIONS is amended as follows:

## a. Paragraph 8. is replaced by the following:

## 8. Premiums

## a. The first Named Insured shown in the Declarations:

- (1) Is responsible for the payment of all premiums; and
- (2) Will be the payee for any return premiums we pay.

## b. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

## c. Unless otherwise provided by an alternative payment plan in effect with "State Farm Companies", you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:

- (1) Paid to us prior to the anniversary date; and
- (2) Determined in accordance with Paragraph b. above.

Our forms then in effect will apply.

## d. Undeclared exposures or change in your business operation, acquisition, or use of premises may occur during the policy period that are not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

When you request changes to this policy, or the information or factors used to calculate the premium for this policy changes during the policy period, we may adjust the premium in accordance with the change during the policy period and you must pay any additional premium due within the time we specify.

## e. The premium for this policy may vary based upon:

- (1) The purchase of other insurance from the "State Farm Companies".
- (2) The purchase of products or services from an organization that has entered into an agreement or contract with the "State Farm Companies". The "State Farm Companies" do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization; or
- (3) An agreement, concerning the insurance provided by this policy, that the "State Farm Companies" has with an organization in which you have a membership, or of which you are a subscriber, licensee, or franchisee.

## f. Your purchase of this policy may allow:

- (1) You to purchase or obtain certain coverages, coverage options, coverage deductibles, coverage limits, or coverage terms on other products from the "State Farm Companies", subject to their applicable eligibility rules; or
- (2) The premium or price for other products or services purchased by you, including non-insurance products or services, to vary. Such other products or services must be provided by the "State Farm Companies" or by an organization that has entered into an agreement or contract with the "State Farm Companies". The "State Farm Companies" do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization.

## b. Paragraph 9.b. of Premium Audit is replaced by the following:

- b. Premium shown in this Policy as estimated premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is 30 days from the date on the bill. If the sum of the estimated and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.



- c. The following is added:

**Cancellation**

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

- b. **Cancellation Of Policies In Effect For:**

**(1) 45 Days Or Less**

If this policy has been in effect for 45 days or less and is not a renewal or continuation with us, we may cancel this policy by providing to the first Named Insured notice of cancellation at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or  
(b) 15 days before the effective date of cancellation if we cancel because the risk does not meet our underwriting standards.

**(2) More Than 45 Days**

If this policy has been in effect for more than 45 days or is a renewal or continuation of a policy we issued, we may cancel this policy by providing to the first Named Insured notice of cancellation at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or  
(b) 45 days before the effective date of cancellation if we cancel for a permissible reason other than nonpayment of premium, stating the reason for cancellation. Under this Paragraph **b.(2)(b)**, we may cancel only for one or more of the following reasons:
- i. When there exists material misrepresentation or fraud in connection with the application, policy, or presentation of a claim.
  - ii. A change in the condition of the risk that results in an increase in the hazard insured against.
  - iii. A matter or issue related to the risk that constitutes a threat to public safety.

You may request additional information on the reason for cancellation within 30 days from the date of our notice.

- c. Notice of cancellation will state the reason for and effective date of cancellation. The policy period will end on that date.
- d. If this policy is cancelled, we will send the first Named Insured any premium refund due. The refund will be pro rata. However, if this policy is financed by a premium finance company and we or the premium finance company or the first Named Insured cancels the policy, the refund will be pro rata of the gross unearned premium computed, excluding any expense constant, administrative fee or nonrefundable charge filed with and approved by the insurance commissioner.  
The cancellation will be effective even if we have not made or offered a refund.
- e. If this policy insured more than one Named Insured:
- (1) The first Named Insured may affect cancellation for the account of all insureds; and
  - (2) Our notice of cancellation to the first Named Insured is notice to all insureds. Payment of unearned premium to the first Named Insured is for the account of all interests therein.

**When We Do Not Renew**

- a. If we decide not to renew this policy, we will provide to the first Named Insured shown in the Declarations notice of the nonrenewal at least 45 days before the expiration date of the policy.
- b. If we decide not to renew this policy that has been in effect for more than 45 days for a reason other than nonpayment of premium, we will provide a statement of the actual reason for the refusal to renew. You may request additional information within 30 days from the date of our notice.
- c. If we offer to renew at least 45 days before the renewal date and you fail to make the required premium payment by the renewal date, the policy will terminate on the renewal date for nonpayment of premium.

5. THE FOLLOWING ADDITIONAL PROVISIONS ARE APPLICABLE ONLY TO POLICIES INSURING CONDOMINIUM ASSOCIATIONS:

a. Paragraph 2.b.(2) of Mortgageholders under SECTION I — CONDITIONS is replaced by the following:

(2) We will:

- (a) If the condominium is terminated, pay for covered loss to buildings or structures to each mortgageholder shown on the Declarations in their order of precedence, as interests may appear.
- (b) In all other respects, pay for loss to buildings or structures to you or the designated insurance trustee in accordance with the Loss Payment Condition under SECTION I — CONDITIONS.

b. The following is added to SECTION I AND SECTION II — COMMON POLICY CONDITIONS:

**Unit-Owner Acts Or Omissions**

No act or omission by any unit-owner will void this policy or be a condition to recovery under this policy. But this does not apply to unit-owners acting within the scope of their authority on behalf of the association.

All other policy provisions apply.

CMP-4220.2

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FE-6999.3  
Page 1 of 1

In accordance with the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019, this disclosure is part of your policy.

**POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**

Coverage for acts of terrorism is not excluded from your policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the United States Government generally reimburses 80% beginning on January 1,

2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

There is no separate premium charged to cover insured losses caused by terrorism. Your insurance policy establishes the coverage that exists for insured losses. This notice does not expand coverage beyond that described in your policy.

THIS IS YOUR NOTIFICATION THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER YOUR POLICY MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE.

FE-6999.3

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**IMPORTANT NOTICE . . . Data Compromise Coverage Now Available**ST-1  
1313-1001

Nearly all businesses collect and retain personal information about their clients, employees and business associates. Yet many businesses lack the resources to respond effectively in the event this data is stolen or released when it is in their care, custody or control.

If a data breach occurs, a business may be required to notify all parties who were affected by the breach, effectively communicate the nature of the loss or disclosure and, if warranted, provide credit monitoring assistance and identity restoration case management service to those affected. Many states already require businesses to provide these services.

Data Compromise coverage may help a business respond to the expense of service obligations following a covered data breach.

**Coverage Summary**

Data Compromise coverage is designed to help a business investigate a data breach, notify individuals and provide credit monitoring, case management and other services that help prevent identity theft and fraud following a covered breach of non-public personal information. Data Compromise coverage may be available for certain necessary and reasonable expenses including:

- Legal and forensic information technology reviews;
- Notification to affected individuals; and
- Service to affected individuals including:
  - Informational materials;
  - Toll-free help line;
  - Credit report monitoring; and
  - Identity restoration case management.

If you choose to purchase Data Compromise coverage, Identity Restoration coverage will be included for your business.

No one can predict if a covered data breach will occur, but you are able to protect your business from certain response costs a breach may create. If you are interested in adding Data Compromise coverage to your policy, contact your State Farm® agent to see if your business qualifies.



# Silver Hill Farm Homeowners Association, Inc.

Owner Forms





## ***Seller and Purchaser Contact Form***

Please complete this form, and remit with the settlement documents and any fees collected to:

**Tidewater Property Management, Inc  
C/o Settlement Processing Department  
3600 Crondall Lane, Suite 100  
Owings Mills, MD 21117**

Community Name: \_\_\_\_\_

Sold Property Address: \_\_\_\_\_

### *Seller's Contact Information*

Seller's Forwarding Address:

\_\_\_\_\_  
\_\_\_\_\_

Seller's Phone Number:

\_\_\_\_\_

Seller's Email Address:

\_\_\_\_\_

### *Purchaser's Contact Information*

Is the Purchaser's mailing address now the property address?

**Yes or No**

If No, Provide Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_

Purchaser's Phone Number:

\_\_\_\_\_

Purchaser's Email Address:

\_\_\_\_\_

# Silver Hill Farm Homeowners Association, Inc.

Resolutions and Policies



**Resolutions and Policies**  
**Silver Hill Farm Homeowners Association, Inc.**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
SILVER HILL FARM AND SILVER HILL FARM-WEST HOMEOWNERS  
ASSOCIATION, INC.**

*(Procedures Relative to Collection of Assessments; Delinquent Payments)*

WHEREAS, Silver Hill Farm and Silver Hill Farm-West Homeowners Association, Inc. (the "Association"), and the Owners thereof and therein, as property owners within the Association, are governed by a Declaration of Covenants, Conditions and Restrictions (the "Declaration") and Bylaws which were recorded among the Land Records of Baltimore County, Maryland at Liber 8306, page 753 *et seq.*; and,

WHEREAS, Article V, Section 1 of the Declaration creates an assessment obligation for the Owners within the Association, which obligation is both a continuing lien on the Lot and a personal obligation of the Owners; and,

WHEREAS, Article VI, Section 1 of the Declaration vests the Board of Directors with the authority to enforce the continuing lien and personal obligation of the Owners by means of, *inter alia*, foreclosing the lien against any Lot for which assessments and other related charges are not paid and by bringing an action at law against the Owners personally obligated to pay the same, whereby the Owners would also be responsible for all assessments, interest, actual costs of collection and reasonable attorneys' fees associated with such actions; and,

WHEREAS, Article VI, Section 3 of the Declaration provides that upon default in the payment of any one or more monthly installment, the Board of Directors may accelerate the entire unpaid balance for the remainder of the fiscal year; and

WHEREAS, there is a need to establish orderly procedures for the billing and collection of said assessments and related charges; and,

WHEREAS, the Board of Directors desires to establish these procedures in conformity with the Articles of Incorporation, the Declaration, the Bylaws, the Maryland Contract Lien Act, and as otherwise permitted and provided by law,

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors, on behalf of the Association, duly adopts the following assessment and collection procedures:

1. ASSESSMENTS: Each Owner's assessment payments are due on the first day of month; however, for the convenience of Owners, the assessment payments may be paid semi-annually on the first day of January and the first day of July, unless otherwise permitted by the Board of Directors. Notices, documents and all correspondence relating to assessments shall be mailed to the address which appears on the books of the Association. It is each owner's responsibility to inform the Association's managing agent, in writing, of any address change.

2. DELINQUENCY: If an Owner chooses to pay the annual assessment by means of the monthly installment plan, an Owner's account is delinquent if the installment is not received by the Association's managing agent on the installment due date, which is the first day of each month. If payment in full is not received within thirty (30) days after written notice of such default, the Owner will not be permitted to utilize the installment payment plan for the remainder of the fiscal year and in that event the Owner's entire annual assessment will become immediately due and payable.

3. INTEREST; LATE CHARGES; RETURNED CHECK CHARGES: A delinquent account shall bear interest on the unpaid balance, beginning on the thirtieth (30<sup>th</sup>) day after it becomes due, until paid, at the lesser of (a) the rate of six percent (6%) per annum, or the highest rate permitted by applicable law to be charged upon the same. In addition to interest, a late charge of \$15.00 or one tenth of the total amount of any delinquent assessment or installment will be incurred, whichever is greater. A late fee shall be charged on the monthly assessment each month that the account remains delinquent. A \$25.00 returned check charge (or the maximum amount permitted by law), plus any related bank charges will be assessed against the account of the Lot owner responsible for payment if any payment is returned. Should any lot owner remit a check or other instrument that is returned unpaid due to insufficient funds, the Association may require future payments from that lot owner be made by certified funds, money order, wire transfer, credit card or other guaranteed form of payment.



4. LATE NOTICES: If full payment of an assessment is not received by the Association's managing agent within fifteen (15) days after the due date, the managing agent will send a delinquency notice to the Owner by first class mail requesting immediate payment. If full payment of an assessment is not received by the Association's managing agent within thirty (30) days after the due date, the managing agent will send a second notice to the Owner by first class mail requesting immediate payment, advising the owner that interest has begun to accrue on the unpaid balance at the rate of six percent (6%) per annum. The late notice shall also inform the Owner that, if payment is not received within thirty (30) days of the date of the letter, the account may be forwarded to the Association's attorney for collection. In addition to the charges imposed pursuant to Paragraph 3, a charge of not less than \$10.00 may be added to each delinquent account for each late notice(s) or other item of correspondence prepared and sent to the owner by the Board or the managing agent (if any).

5. NOTICE OF INTENT TO CREATE LIEN AND ATTORNEY'S FEES: Once an account is forwarded to the Association's attorney for collection any future Notices of Intent to Create a Lien will be forwarded to the delinquent Owner by means of first class and certified or registered mail, return receipt requested to the Owner's address on the Association's books or by personal delivery or as set forth in the Maryland Contract Lien Act. The Notice of Intent to Create a Lien will inform the delinquent Owner of the amount of the outstanding balance, including all past due assessments, interest, costs of collection and all attorney's fees actually incurred. The Notice of Intent to Create a Lien will conform to the requirements of the Maryland Contract Lien Act and to all other applicable laws.

6. LEGAL ACTION: Once a delinquent Owner has been served with the Notice of Intent to Create a Lien, the delinquent Owner must, within thirty (30) days of service of the lien warning letter, either forward payment in full or file a complaint in the Circuit Court for Charles County to determine whether probable cause exists for the Association to file a lien against the delinquent Owner's property. If the delinquent owner does not forward full payment or file a timely complaint, the Association will file a lien against the delinquent Owner's property after the thirty (30) day period has expired. Once a lien has been filed, the Association's attorney will proceed with legal action pursuant to the further instructions of

the Board, which legal action may include, but may not limited to, foreclosing on the owner's property, and/or filing a lawsuit against the owner in order to collect past due amounts owed to the Association.

7. PAYMENTS CREDITED: Payments received from an owner will be credited to the outstanding balance in the following order:

- a. Court costs, attorney's fees and other costs of collection.
- b. Fines, late fees or accrued interest, as applicable.
- d. Special assessments.
- e. Annual assessments.

8. PARTIAL PAYMENTS: In the event an Owner attempts to make a payment of less than all monies due and owing the Association after collection proceedings have commenced, the Association's attorney may send a letter by first class mail to the owner advising the Owner that the payment was applied in accordance with Paragraph 7, hereof, and that the Owner's account remains delinquent as to all remaining monies owed to the Association. The Association's retention of the partial payment does not constitute a waiver of the authority granted in the governing documents or elsewhere herein to foreclose on the owner's property or to take action against the Owner to collect the outstanding balance.

BOARD OF DIRECTORS  
SILVER HILL FARMS AND SILVER HILL  
FARM-WEST HOMEOWNERS  
ASSOCIATION, INC.

23 Sept 2013  
Date

By:   
President

**SECRETARY CERTIFICATION**

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of Silver Hill Farm and Silver Hill Farm-West Homeowners Association, Inc. on \_\_\_\_\_, 20\_\_\_\_ and, hereafter, that I caused this Resolution to be mailed, or hand delivered, to the Owners of the Silver Hill Farm and Silver Hill Farm-West Homeowners Association, Inc. at their respective addresses of record, as contained in the books and records of the Association. Furthermore, the foregoing Resolution has been recorded in the Homeowners Association Depository for Baltimore County, Maryland.

In consideration of the foregoing, this Resolution shall become effective on \_\_\_\_\_, 20\_\_\_\_.

9/23/13  
Date

By: Chris Kane  
Secretary

ATTEST:

23 Sept 2013  
Date

By: Amanda Jones  
President

# Silver Hill Farm Homeowners Association, Inc.

Rules and Regulations



**Rules and Regulations**  
**Silver Hill Farm Homeowners Association, Inc.**

***SILVER HILL FARM & SILVER HILL FARM WEST  
HOMEOWNERS' ASSOCIATION, INC.***

***ARCHITECTURAL GUIDELINES***

***AND***

***RULES AND REGULATIONS***

**TABLE OF CONTENTS**

CHAPTER/ GUIDELINE NUMBER	TITLE	PAGE
I	Introduction . . . . .	1
II	Architectural Review Committee . . . . .	2
III	ARC Review Procedure . . . . .	3
IV	Special Conditions . . . . .	6
V	Procedure For Monitoring Architectural Compliance. . . . .	8
VI	Covenant Enforcement Procedure . . . . .	9
<hr/>		
1.	Air Conditioners . . . . .	11
2.	Animals . . . . .	11
3.	Antennas . . . . .	11
4.	Attic Ventilators . . . . .	12
5.	Awnings and Sun Trellises . . . . .	12
6.	Bug Lights . . . . .	12
7.	Chimneys . . . . .	12
8.	Clothes Lines . . . . .	13
9.	Common Areas . . . . .	13
10.	County Building Permits . . . . .	13
11.	Dead Bolts/Locks/Peepholes/Door Knobs . . . . .	14
12.	Decks . . . . .	14
13.	Dog House/Dog Runs . . . . .	15
14.	Drainage . . . . .	15
15.	Driveways . . . . .	15
16.	Fences . . . . .	15
17.	Firewood . . . . .	16
18.	French Doors/Shingle Doors w/ Side Light . . . . .	16
19.	Garden/Shrubs/Trees . . . . .	16
20.	Gutter/Down spouts . . . . .	17
21.	Heat Pump Units . . . . .	17
22.	Hot Tubs/Jacuzzi/Whirlpools . . . . .	18

**TABLE OF CONTENTS**

GUIDELINE NUMBER	TITLE	PAGE
------------------	-------	------

23.	House Numbers . . . . .	18
24.	Landscaping . . . . .	19
25.	Lawns . . . . .	19
26.	Lawn Furniture . . . . .	19
27.	Lawn Ornaments . . . . .	19
28.	Lighting . . . . .	20
29.	Offensive Activity . . . . .	20
30.	Painting/Staining . . . . .	20
31.	Patios . . . . .	21
32.	Radon Control Devices . . . . .	21
33.	Recreational Equipment . . . . .	21
34.	Security Doors . . . . .	22
35.	Sheds . . . . .	22
36.	Signs . . . . .	23
37.	Skylights . . . . .	23
38.	Solar Heating Panels . . . . .	23
39.	Soliciting . . . . .	23
40.	Storage of Trash . . . . .	24
41.	Storm Doors . . . . .	24
42.	Storm Windows . . . . .	24
43.	Swimming Pools . . . . .	25
44.	Tenants . . . . .	25
45.	Thermometers . . . . .	25
46.	Tree Removal . . . . .	25
47.	Vehicles . . . . .	26
48.	Other Alterations . . . . .	27

**Appendix A Sample Application**



## CHAPTER I

### INTRODUCTION

To ensure that Silver Hill Farm and Silver Hill Farm West Homeowners' Association, Inc. will always be an attractive and desirable community in which to live, architectural and environmental standards must be maintained. These standards are meant to benefit all residents of Silver Hill Farm. Thus, all residents share the responsibility to comply with, support and contribute to them. All of us, homeowners, tenants, the members of the Architectural Review Committee and the Board of Directors, must work together for the benefit of our community.

High standards require that Rules and Regulations on external alterations/additions be adopted and observed. The Board of Directors (BOD) has established these Architectural Guidelines and Rules and Regulations based on the Silver Hill Farm and Silver Hill Farm West Homeowners' Association, Inc. Declaration of Covenants, Conditions and Restrictions and on the published Regulations of similar Homeowners' Associations.

These Rules and Regulations are not intended to constrain the pride individual homeowners have in their property nor are they meant to unnecessarily restrict creative effort to enhance the appearance of that property. Uniformity, and therefore monotony, is not an objective of these Guidelines. The sole purpose is to protect the homeowners' investment while insuring that all homeowners can take pride in their community and be comfortable living in it.

Compliance with these standards should require from each homeowner only that degree of regard for his/her neighbors which he/she in turn expects from them. The potential benefits include escalation property values, and an attractively designed, appealing community that is pleasant and enjoyable in which to live.

The Board of Directors has endeavored to make the Guidelines, Rules and Regulations easy to understand and compatible with the desires of the majority. We have made every effort to streamline the approval process and make it simple and prompt. It is our hope that the goals of this joint effort have been reached to the satisfaction of every homeowner.

Board of Directors and  
Architectural Review Committee  
Silver Hill Farm & Silver Hill Farm West Homeowners' Association, Inc.

## CHAPTER II

### ARCHITECTURAL REVIEW COMMITTEE

The existence, composition and basic duties and powers of the Architectural Review Committee (ARC), are established in Article VII, Section 2 of the Declaration of Covenants of the Silver Hill Farm and Silver Hill Farm West Homeowners' Association, Inc.

To specify and clarify the powers, functions and operation of the ARC and to clarify and amend the existing Rules and Regulations, the following resolution is proposed and adopted by a majority vote of the Board of Directors of the Silver Hill Farm and Silver Hill Farm West Homeowners' Association, Inc.

WHEREAS, Article VII of the By-Laws and Article VII of the Declaration establish the power of the Board of Directors to adopt and publish Rules and Regulations governing the use of the common Area and Lots, and the personal conduct of the Association members and their guests, thereon, and to establish penalties for infractions thereof, the Board of Directors adopts the Guidelines and Rules and Regulations, included herein, as written, this 12<sup>TH</sup> day of MARCH, 1992

Chapter III

**ARC REVIEW PROCEDURE**

*Prior to beginning any exterior changes or construction which is not specifically defined as not requiring submission of an application, each homeowner shall submit an application for the addition, alteration or improvement to his/her lot in writing, using the form established and provided by the Committee. The application must contain complete plans and specifications of the project, including the height, width, length, size, shape, color, materials, type of construction, and location of the proposed improvement, and a copy of the plat showing the relationship of the change to the house and lot lines. Photographs or sketches of similar completed projects will aid the prompt consideration of the application. If the alteration affects the existing drainage pattern, the proposed drainage pattern must be included in the application. Descriptive text including purpose of the addition or alteration should also be included in the application.*

*Completed Applications should be submitted to:*

***Silver Hill Farm & Silver Hill Farm West HOA  
Architectural Review Committee  
c/o Rutko Property Management, Inc.  
P.O. Box 261  
Lutherville, MD 21094***

*Questions regarding the application, application process or request for applications should be directed to Rutko Property Management, Inc. at (410) 308-4730.*

*The Association reserves the right to employ outside assistance for the ARC in the processing and approval of applications.*

## **ARC Review Procedure, Cont.**

The Committee will take any objections submitted under consideration when reviewing applications. The Committee may, but is not required to, hold a public hearing to discuss the applicant's request in the case of registered objections.

If a hearing is held, the Committee will hear all information presented and determine by majority vote of the Committee to approve, disapprove or table action of the Committee on the application pending further investigation of the request.

Oral requests for approval will not be considered.

In most cases, applicants will receive a reply from the Committee within thirty (30) days of receipt by the ARC. However, the ARC has up to sixty days from the date of receipt to respond. The ARC will send a dated acknowledgement to the applying homeowner so that he/she will know that their application is being processed.

If the application is returned for any reason, the approval time is extended by the amount of time that has elapsed until the revised application is received.

The written reply will consist of a copy of the application bearing approval or disapproval along with an explanation of any restrictions upon the approved project, or why it is disapproved.

The applicant may request reconsideration if he/she can supply new or additional information which might clarify the request or demonstrate its acceptability.

The applicant may appeal any decision of the ARC (except denial of items which are in specific violation) to the Board of Directors following the procedure described in this section.

In certain cases, a Special Variance can be granted. See the section on Variances for details.

If the Committee fails to reply to the applicant within sixty (60) days of receipt and acknowledgement of the application, application approval will not be required and the applicant shall be deemed in compliance with this Resolution and the Declaration.

**ARC Review Procedure, Cont.**

Work must be completed within twelve (12) months after commencement or within whatever other period specified with written Committee approval.

The applicant may not deviate from the plans and specifications submitted and approved by the Committee without prior approval of the Committee. Deviation from the approved plan may constitute a violation and removal of the alteration may be required.

Approval of any plan shall not be construed as approval of the structural integrity of the alteration or addition nor does it relieve the applicant from acquiring the requisite permits from state or county agencies.

The decisions of the Committee are considered final. However, any decision rendered by the Committee may be appealed to the Board of Directors, provided such appeal is registered in writing to the management company of the Board within ten (10) days of notification of the Committee's decision. The Board of Directors may reverse or modify the decision of Committee.

In case of an appeal to the Board of Directors, all persons with a properly registered objection to the original application will be notified of the appeal by the Board.

## CHAPTER IV

### SPECIAL CONDITIONS

#### 1. Baltimore County Requirements

a. Maryland and Baltimore County laws require you to obtain a Building Permit on most structural changes to your home or lot. Call (410) 887-3900 (Baltimore County Permits) for an application and further information.

b. Silver Hill Farm Guidelines require that a copy of the Building permit and final inspection of the alteration be submitted to the Architectural Review Committee within ten (10) days of completion of the exterior alteration.

#### 2. Special Variance Requirements

a. Requests for Variances to the amended Guidelines for permission to make exterior alterations which are not specifically addressed in the Guidelines of which encompass special circumstances will be considered on a case by case basis.

b. Requests for a Variance must be submitted in writing, along with the application and all pertinent information, including specific reasons for variance.

c. Written approval for the variance must be obtained from all adjacent property owners who would be affected by your variance request. Such approval must be submitted at the time the application is made.

d. Consideration of a Variance Request will be made following the normal application process described in the Architectural Review Procedure section of this document, including the Right to Appeal a Denied Variance Request.

**Special Conditions, Cont.**

**3. Grandfather Waiver Clause**

Through human error, there may be some alterations that are in existence which were applied for and approved. In these cases the BOD reserves the right to grant a temporary Grandfather waiver for the alteration. This waiver shall last no longer than the current life of the alteration, and shall not extend to replacement of the alteration. This Grandfather waiver does not include exterior alterations not approved through the requisite application process.

**4. General Waiver**

The granting of a waiver in one case shall in no way constitute a waiver in any other case.

## CHAPTER V

### PROCEDURE FOR MONITORING ARCHITECTURAL COMPLIANCE

1. Certificate of Compliance - Upon the completion of any alterations or other improvements in accordance with plans and specifications approved by the ARC, and after receipt of the final inspection from Baltimore County, the Committee shall, on the written request of the applicant, issue a Certificate of Compliance on approved alteration.

2. The Committee reserves the right to inspect properties of applicants for compliance with architectural and environmental standards. There shall be no deviations from the plans and specifications approved by the Committee without the prior consent in writing of the Committee. Deviation from approved plans without prior consent shall constitute a Violation of the Documents and be subject to fines and sanctions.

3. Right to Remove or Correct Violations - In the event of any violation of the Declaration of Covenants of the Silver Hill Farm & Silver Hill Farm West Homeowners' Association, Inc., or of the Guidelines and Rules and Regulations set forth herein and in Article VII which describes the authority of the ARC to set guidelines and enforce standards for the community, the Committee will notify the violators to remove or correct the violation within fifteen (15) days and restore the property to its original condition.

If the violation is not removed or corrected within the allotted time, the Association shall have the right upon resolution of the Board of Directors to enter upon the owner's property and a statement of the amount shall be rendered to the owner. At this time the assessment is due and payable. The Association may opt to turn the matter over to legal counsel for resolution.

4. a. Any alterations, changes, or additions completed on homeowner property before the publication of these Rules and Regulations which WERE approved by the Board of Directors will be considered within these guidelines, and are subject to the Grandfather Waiver conditions described herein.

b. Any alterations, changes or additions completed before publication of these Rules and Regulations which do NOT meet the guidelines and WERE NOT approved by appropriate party as referenced above will be considered in violation and the owner(s) will be notified to remove the violation through the procedure specified in the Covenant Enforcement Procedure. Such alterations will be subject to the imposition of fines, as outlined in Item One of this Chapter.



## CHAPTER VI

### COVENANT ENFORCEMENT PROCEDURE

In accordance with the By Laws, Article VII, Section 1. (a) the Board of Directors has the authority to impose penalties for violations of the community covenants.

In order to promote the general welfare and protect the rights of all owners of the Association, the Board of Directors shall not impose a fine, suspend voting rights, or otherwise infringe upon any members rights (excluding Item One of the Procedures for Monitoring Architectural Guidelines) for violations of rules until the following procedure(s) are followed.

#### Category One - Violation of General Community Guidelines

- (A) Written demand to cease and desist the alleged violation(s) is served on the alleged violator specifying:
  - (1) The nature of the alleged violation;
  - (2) The action required to abate the violation; and
  - (3) A time period, not less than ten (10) days, during which the violation may be abated without further sanction if the violation is continuing one, or a statement that any further violation of the same notice and hearing if the violation is not continuing.
- (B) If the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is violated subsequently, the BOD shall serve the alleged violator with written notice of a hearing to be held by the Board in Executive Session. This notice shall contain:
  - (1) The nature of the alleged violation;
  - (2) The date, time, and location of the hearing;
  - (3) The possible sanctions to be imposed.

- (C) A hearing occurs at which the alleged violator has the right to present evidence and present and cross-examine witnesses. The hearing shall be held in executive session pursuant to this notice and shall afford the alleged violator opportunity to be heard. Prior to the effectiveness of any sanction, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. This proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer or director who delivered the notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and sanction, if any, imposed.

**Category Two - Violations of Architectural Guidelines**

- (A) Homeowners who have made alterations to the exterior of any home without prior ARC approval and outside the guidelines will receive a certified letter specifying:
- (1) The alteration which is not in compliance.
  - (2) The Guideline which is in violation.
  - (3) Corrective Action to be taken to abate the violation.
  - (4) Period of time to correct the violation.

**General Rule of Action**

- (A) Homeowners who have corrected violations and brought their homes into compliance must provide written notification of the compliance to the ARC.
- (B) Homeowners who are in violation of either Category One or Category Two as referenced in this document are subject to all costs involved to obtain compliance, including administrative, postage and legal fees. Failure to correct the violation within the requisite notice and time frame may result in immediate legal action against homeowners in violation.

**GUIDELINES AND RULES, REGULATIONS AND RESTRICTIONS**

**GUIDELINE # 1**

**AIR CONDITIONERS**

Window air conditioning units are strictly prohibited.

**GUIDELINE # 2**

**ANIMALS**

**A. Generally**

(1) No more than a total of two (2) domestic pets (dogs or cats) per lot are permitted.

(2) Pet owners shall keep their pets on leashes at all times while walking them.

(3) Pet owners shall keep their pets under their physical control at all times and are responsible for damage or harm done to any homeowners property by their pets.

(4) Breeding of animals homeowner's property is governed by article VII 6(f) of the declaration.

(5) Wild animals are strictly prohibited in this community. Whether an animal is a "Wild Animal" shall be determined on a case by case basis.

**B. Owner's Yards**

(1) Pet owners shall immediately clean waste or anything else left by their pets on their lot or on any other lot when walking their pets.

(2) Pet owners shall clean waste left by their pets on their own lot within twenty-four (24) hours.

**C. Common Area / Easements**

Pet owners shall immediately clean up all animal waste or anything else left by their pets on common areas or easements.

**GUIDELINE # 3**

**ANTENNAS**

**Radio communications / Satellite Dish / Television Antennas**

No exterior antennas, or satellite dishes, lawn, roof or side mounted receiving or transmitting equipment shall be allowed.

**GUIDELINE # 4**

**ATTIC VENTILATORS**

All attic ventilators require a complete application:

- (1) Location: They should be located on the roof and not extend above the ridge line.
- (2) Color: They should be painted to blend with the roof color.
- (3) Design & Structure: Attic ventilators or other mechanical apparatus requiring penetration of the roof shall be as small in size as is functionally possible. Wind powered units are strictly prohibited.

**GUIDELINE # 5**

**AWNINGS AND SUN TRELLISES**

Awnings, and other fabric or wooden superstructures require a complete application. A complete description and picture of the item must be submitted along with a plan showing location.

**GUIDELINE # 6**

**BUG LIGHTS**

One bug light may be installed in an owners rear yard only behind privacy fencing in back-to-backs and must follow Baltimore County noise regulations and must be turned off at 11:00pm.

**GUIDELINE # 7**

**CHIMNEYS, GRILLS, FIREPLACES**

**A. Approval**

1. A completed application and written approval by the ARC is required for all permanent grills, barbecue pits, chimneys, fireplaces and wood stoves.

2. Pellet stoves or other stoves which do not require outside chimneys do not require application and approval by the ARC.

**B. Permanent grills /Barbecue pits**

1. All permanent grills or barbecue pits shall be located behind the house and within fifteen feet of the rear wall of the house and be in compliance with the laws of Maryland and Baltimore County.

**C. Chimneys**

1. All chimneys which attached to a house shall be boxed and sided to match the exterior of the house.

2. All chimneys shall be in compliance with the laws of Maryland and Baltimore County.

**GUIDELINE # 8**

**CLOTHES LINES**

No clothing or any other household fabric shall be hung in the open on any lot unless the same are hung from a device which is removed from view when not actually in use.

**GUIDELINE # 9**

**COMMON AREAS**

The dumping of trash, grass clippings, weeds, or gardening debris on any of the common areas is strictly prohibited. No storage of any type is permitted on the common areas. No noxious or offensive activity is permitted.

**GUIDELINE # 10**

**COUNTY BUILDING PERMITS**

It is the responsibility of the homeowner to apply for a building permit with the county. This is in addition to the application for architectural alteration required by the Homeowner's Association. Copies of the final inspection for the building permit must be submitted to the ARC within ten (10) days of receipt of same by homeowner.

Homeowners are reminded that the responsibility to comply with all local and state laws belongs to the homeowner.

See Chapter IV, **Special Conditions**

**GUIDELINE # 11**

**DEAD BOLT LOCKS / PEEPHOLES / DOOR KNOBS**

Dead bolt locks, peepholes, door knobs do not require approval.

**GUIDELINE # 12**

**DECKS**

All decks require a completed application, and written approval of ARC.

**Townhouse Decks**

1. Pressure-treated, redwood or cedar is allowed. Finish shall be natural.(no paint)
2. Deck may not be built forward of the rear wall and steps located on the side of the deck may not extend 42" past the side foundation wall.

**GUIDELINE # 12, Townhouse Decks, Cont.**

3. Decks 30" or more off the ground must have railing and balusters around the perimeter. Balusters may not be lower than 3' nor higher than 3'6".
4. Deck size: As large as the county code allows.

**Single Family Decks**

1. Pressure-treated redwood or cedar is allowed. Finish must be natural.(no paint)
2. Decks may not be built forward of the rear foundation wall unless the rear and side yards are completely fenced in by an approved privacy fence.
3. Decks 30" or more off the ground must have railing and balusters around the perimeter. Balusters may not be lower than 3' nor higher than 3'6".

**GUIDELINE # 13**

**DOG HOUSES/ DOG RUNS**

1. A complete application is required for all dog houses and dog runs.
2. Dog houses and runs will be placed as close to the home as possible and must not be placed where they could create a nuisance condition.
3. The color of walls, roof and trim shall match and conform to the home. Approved fencing is required.

**GUIDELINE # 14**

**DRAINAGE**

No alterations or additions shall be made to any house or lot which will change the drainage patterns and cause runoff onto common areas, adjacent to lots or streets.

**GUIDELINE # 15**

**DRIVEWAYS**

A completed application and written approval of the ARC is required for any driveway, extension, widening or rerouting. Driveways are strictly prohibited on townhouses.

**GUIDELINE # 16**

**FENCES**

A complete application and written approval of ARC is required for all fences.

- A. Chain link or any type of wire fencing is strictly prohibited.
- B. Decorative Fencing: Decorative fencing on the front, side or rear yards of lots is strictly prohibited except for the decorative fencing which has been purchased and installed by the builder as part of its Landscaping Enhancement Program. The color, style and placement of the decorative fencing provided by the builder is the only exception to the fence regulations contained in this guideline that will be allowed.

### **Single Family Lot fencing**

Fencing shall be constructed on the property line and shall not be erected forward of the front building line of the house. The easement should be left in accordance with county codes.

Side fencing for corner lots shall be considered on a case by case basis in accordance with the Rule on Variance.

Fencing shall be of the split-rail, alternating vertical batten, rustic wood picket, or stockade design, with maximum height of 72 inches from grade to top of upper rail or fence post, color to be natural.

In no case, however, shall temporary stockade or snow fences, collapsible or folding-type fences, wire, or chain-link fences be permitted on any lot.

The exception to these fence regulations shall be fences required around private rear yard swimming pools, which shall conform to all requirements of local ordinances, but cannot under any circumstances be of the chain-link variety. Vertical posts and/or boards must be straight and aligned with a level. Lots must be staked by a professional engineering firm prior to fence installation to insure that the fence does not encroach upon adjoining properties. Townhouse fences must meet with county codes.

### **GUIDELINE # 17**

#### **FIREWOOD**

Firewood may be stored outside if stacked neatly in rear of house and on homeowner property.

### **GUIDELINE # 18**

#### **FRENCH DOORS / SINGLE DOORS WITH SIDE LIGHT**

A completed application is required. Door must match the other windows or doors in the house style, material and color, or must be white.



**GUIDELINE # 19**

**GARDENS / SHRUBS / TREES**

1. Written approval is not necessary for vegetable gardens provided the following conditions are fulfilled:
  - a. Plants, shrubs, and flowers within the homeowner's property only. Hedges or other planted fencing on lot lines must be approved by the ARC.
  - b. Vegetable gardens, in rear yards only, and only on property of homeowner. In back-to-back homes, vegetable gardens may be planted inside privacy fencing, inconspicuous to public view, and plant growth must not exceed height of fencing.
  - c. In all homes, plant refuse and stakes must be removed at the end of the growing season.
  - d. Trees except for the following: Fruit bearing trees, Weeping Willows, female Ginkgo Balboa, Silver Maple, Tulip Poplar, American Beech, Elm and Bamboo.
  - e. Decorative borders around flower beds up to 12" high of the following types:
    1. natural, red or white brick
    2. Railroad ties or landscaping timbers of chemically or pressure-treated wood, natural color only.  
See Guideline # 14, Drainage

**GUIDELINE # 20**

**GUTTERS / DOWN SPOUTS**

- A. Location:The drainage patterns on adjacent property shall not be adversely affected, and no direct drain onto common or neighboring sidewalks is allowed.
- B. Color:Gutters and down spouts should match as closely as possible the trim color of the house.
- C. Design & Structure:A factory applied finish is required.

**GUIDELINE # 21**

**HEAT PUMP UNITS**

Exterior heat pump units may be added or relocated only when they do not interfere visually or acoustically with neighbors.

**GUIDELINE # 22**

**HOT TUBS / JACUZZI / WHIRLPOOLS**

1. A complete application and written approval of the ARC is required for all hot tubs, Jacuzzi and whirlpools. They shall be located to the rear and between side walls of the residence and generally not more than twenty feet from it. Generally they shall not protrude more than three feet above adjacent ground or deck level and shall be of material that will blend with surrounding structures. The application shall include the following information:
  - a. A site plan showing the location of the tub, jacuzzi or whirlpool and its relationship to existing structures, drainage, and property lines.
  - b. Dimensions, type and color of proposed materials.
  - c. Proposed screening and landscaping plan.  
See Guideline # 26, Landscaping
2. Adequate drainage for the facility will be carefully evaluated for site selection approval.
3. A child-proof cover is required.

**GUIDELINE # 23**

**HOUSE NUMBERS**

The Fire Department encourages the use of large house numbers. It is suggested that large wood or simulated wood numbers be painted the trim or house color to provide a clear contrast and visibility to the street.

They should be located in an area that is highly visible and in close proximity to the front entrance.

**GUIDELINE # 24**

**LANDSCAPING**

A complete application and written approval of the ARC is required for, but not limited to the following instances:

- a. Any plantings used as a hedge, wind break or for screening purposes. Hedges will be considered on an individual basis.
- b. Landscaping which involves a change of grading or slope, or installation of retaining wall or other structure or on common area.  
See Guideline # 15, Drainage

An application is not required for the planting of:

- a. Individual shrubs (unless used as a hedge), foundation plants, small annual or perennial beds, ground covers, or single specimen trees which, at maturity will be in the scale with the house size.
- b. Stepping stones flush with the ground.

**GUIDELINE # 25**

**LAWNS**

All lawns front and back must be mowed at least once every two weeks during the growing season and/or must not be allowed to grow more than 6" high. If an owner does not comply with this requirement, then the Association may take action to have the lawn mowed at the owner's expense.

**GUIDELINE # 26**

**LAWN FURNITURE**

Redwood or other raw wood picnic tables, glass and/or metal patio tables with umbrellas are permitted in rear yards only, for all homes.

**GUIDELINE # 27**

**LAWN ORNAMENTS**

A complete application and written approval of the Arc is required, for any lawn ornament or statuary which includes a complete description of size, location on lot, materials, color and design. Include a drawing or picture.

**GUIDELINE # 28**

**LIGHTING**

**Permanent Exterior Lighting**

- a. The replacement of an existing light fixture, if accomplished with one similar in size, shape, and color to the old fixture, does not require an application.
- b. If a change in style, size, shape, color or positioning is desired or if additional light fixtures are to be installed on existing or new structures, a complete application and written approval of the ARC is required.
- c. Permanent exterior lighting and wiring requires a completed application and written approval of the ARC. All exterior lighting will be installed so as not to shine on adjacent property or public space. Only low level lighting (i.e. walking lights) will be considered; no higher than height of fence; for upper level decks, no higher than railing.
- d. Permanent party lights are prohibited.
- e. Fluorescent lights used outdoors will not be approved.

**Temporary Exterior Lighting**

Decorative holiday and festival lighting does not require approval; however, holiday lighting shall not be operative prior to the 26th of November in any year, and must be removed by February 1st.

**GUIDELINE # 29**

**OFFENSIVE ACTIVITY**

No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become a nuisance to the neighbors.

**GUIDELINE # 30**

**PAINTING / STAINING**

1. A complete application and written approval of the ARC is required when any structure of trim is to be painted or stained a color different than its existing color. The new paint or stain is considered to be different if the color itself changes (for example, yellow instead of green) or if, while the color remains the same it is lighter or darker than the original. An application is not required when the new paint or stain is the same as the original in both of these respects.

2. If trim, doors, ext. are to be painted or stained with no change of color, an application is not required. Applications are required for all other cases. Residents are discouraged from adding colors when two (2) or more colors (such as door, trim or main house color, etc.) already exist.

**GUIDELINE # 31**

**PATIOS**

All patios require a complete application and written approval of the ARC.

- a. Patios shall be no higher than six (6) inches above the ground. Materials allowed are reinforced concrete, flagstone, or brick. If brick or flagstone is used, then a sturdy wooden barrier must surround the perimeter of the patio unless the brick is ground level.

**NOTE:** Wood patio structures are considered decks and must follow guidelines for deck construction.

- b. Patios must not be located forward the rear foundation wall.
- c. Patios must conform to the laws of Maryland and Baltimore County.
- d. Patio must not affect drainage of adjoining property. See Guideline # 13, Drainage

**GUIDELINE # 32**

**RADON CONTROL DEVICES**

A complete application and written approval of the ARC is required. A plan must be submitted showing a picture of the device, the proposed location and how it operates.

**GUIDELINE # 33**

**RECREATIONAL EQUIPMENT**

- A. Only temporary children's wading pools of no greater than twelve (12) inches depth are permitted and only in rear yards or behind privacy fencing. The pool cannot be emptied onto adjacent property.
- B. Permanent basketball or other nets, gym or swing set equipment on townhouse lots are not permitted.
- C. Wooden swing sets and lawn gym equipment are allowed in single family homes only; prohibited in townhomes. All swing sets and lawn equipment must be properly maintained to preserve the value of the community.
- D. Permanent play houses require approval.

**GUIDELINE # 34**

**SECURITY DOORS**

Security Doors of any type or style are strictly prohibited.

**GUIDELINE # 35**

**SHEDS**

**A. Construction**

1. Outside storage sheds may be constructed of any of the following.

A. Wood

B. Aluminum

2. All sheds shall be properly anchored to a secure surface

3. Steel sheds are strictly prohibited.

4. Sheds may be pre-fabricated

**B. Colors**

1. The color of the walls, trim and roof shall match the color of the house.

2. Notwithstanding (1) above, natural wood finish sheds are permitted under the condition that the color be natural and match any existing deck or fence (if installed).

**C. Location**

1. Townhouses

A. On townhouses with walkout basements, storage sheds shall be located under the existing deck. If there is no deck on the lot, the shed shall be located within one foot of the rear wall of the house.

B. On townhomes without walkout basements, storage sheds shall be located within one foot of the existing deck, pad or the rear wall of the home.

2. Single Family Homes

A. Storage sheds may be located anywhere on the lot where it does not encroach on any easements or the other lots; and otherwise be in compliance with the laws of Maryland and Baltimore County.

**D. Size**

**1. Townhomes**

**A. The maximum size allowed is 6' \* 8' \* 8'**

**2. Single Family Homes**

**A. The maximum size allowed is 8' \* 10' \* 8'**

**GUIDELINE # 36**

**SIGNS**

External signs on homeowner lots except for a single sign not exceeding 2 square feet where a professional office is maintained with written approval, or temporary "For Sale" or "For Rent" sign not exceeding 4 square feet are prohibited on the homeowner's property. Real estate signs must be removed promptly after the sale or rental of the dwelling is completed. No signs shall be permitted on the common area except those installed by the Builder or Developer or approved by the ARC and the BOD.

**GUIDELINE # 37**

**SKYLIGHTS**

A complete application is required. Skylights will not be permitted in the front part of the roof. A picture of the proposed skylight, dimensions, color and a plan showing where it is to be installed must be submitted with application.

**GUIDELINE # 38**

**SOLAR HEATING PANELS**

Solar Heating Panels are strictly prohibited.

**GUIDELINE # 39**

**SOLICITING**

No soliciting of any kind by any person shall be permitted on Silver Hill Farm and Silver Hill Farm West Homeowners' Association property.

**GUIDELINE # 40**

**STORAGE OF TRASH**

**A.** Visible outside storage of lumber (other than firewood as specified above), building materials, wheelbarrows, automobile or other vehicle parts or discarded items is prohibited.

**B.** Burning of trash is not permitted. Trash or garbage containers shall not be permitted to remain in public view except on trash pick-up days. On trash pick-up days, covered containers should be placed on a paved surface pick up point nearest to the home. Containers should not be placed on the grass.

Trash containers may be placed out for pick-up after 6:00 PM the night before and must be removed from the site by 6:00 PM on the day of pick-up.

**C.** Bulk trash removal is the responsibility of the owner. Placing bulk trash on the common area is a violation of the Rules and Regulations of Silver Hill Farm. Please call Baltimore County at (410) 887-3188 for information regarding bulk trash.

**GUIDELINE # 41**

**STORM DOORS**

The full view storm door is the acceptable style at Silver Hill Farm. It must match in color of the existing house, trim, or window color, or may be white. Raw aluminum storm doors will not be considered. Storm doors must be rustproof metal or wood with clear glass panels and/or fiberglass or other rustproof screening. The storm door must be attached flush to the original door jamb.

**GUIDELINE # 42**

**STORM WINDOWS**

Storm window frames must be compatible with the color of the house trim. Raw or galvanized metal or clear anodized aluminum will not be approved. If temporary lightweight plastic film storm windows are used, they must be applied only to the interior of the window.



**GUIDELINE # 43**

**SWIMMING POOLS**

A complete application is required.

Only in-ground swimming pools in the rear yard of single family lots will be considered for approval.

A detailed plan showing the location of the pool on the property, the materials to be used, the location of the pool equipment and surrounding decks, must be submitted with the application. This plan should also show the proposed drainage pattern for any overflow water from the pool.

In no case will drainage be allowed to flow onto the common areas or adjacent lots.

The property must be staked by a professional engineer to insure that the pool and the surrounding decks do not encroach on adjoining properties.

**GUIDELINE # 44**

**TENANTS**

The owner of any house that is leased to a tenant must provide a copy of the Lease Agreement to the Management Company within thirty (30) days from the date of occupancy.

The Lease Agreement must state that the tenant shall abide by the conditions set forth in the Declaration of Covenants, Conditions and Restrictions and any Rules and Regulations adopted by the Association and failure to do so shall constitute a breach of the lease.

**GUIDELINE # 45**

**THERMOMETERS**

Outdoor thermometers are permitted in rear of house or inside privacy fencing and if not publicly in back-to-backs.

**GUIDELINE # 46**

**TREE REMOVAL**

No trees having a diameter of six (6) inches or more (measured from a point two (2) feet above ground level) except during initial construction shall be removed from any lot without the express of written authorization of the ARC.

**GUIDELINE # 47**

**VEHICLES**

**A. The following types of vehicles or property are strictly prohibited from parking with-in the Silver Hill Farm Community:**

- 1. Semi-Trailers;**
- 2. Inoperable vehicles;**
- 3. Vehicles without current registration and license plates;**
- 4. Abandoned vehicles;**
- 5. Commercial trucks and vans with a gross vehicle weight rating of one ton or more;**
- 6. Buses**

**B. The following types of vehicles or property may be parked for no more than calendar days per week with-in the Silver Hill Farm Community;**

- 1. Boats and other watercraft;**
- 2. Campers;**
- 3. Recreational vehicles;**
- 4. All types of trailers,except for Semi-Trailers;**

**C. Major vehicle renovation or repair shall not be undertaken within the community. Any extraordinary vehicle maintenance which requires an dismantling of the vehicle; or which will take longer than forty-eight hours to complete is strictly prohibited.**

**D. Tools,parts, and supplies,etc. shall be kept in such a manner as to not inconvenience other home owners.**

**E. Tools,parts,supplies,oil,etc. shall not be dumped or discarded on any property within the Silver Hill Farm Community.**

**F. Any vehicle which is not prohibited from parking in the Silver Hill Farm Community and which exceed the size of one parking space shall be parked in a unmarked parking area, parallel to the curb.**

**GUIDELINE # 48**

**OTHER ALTERATIONS**

It is impossible to write the guidelines necessary to cover all exterior changes. When a guideline is not available for the project you are proposing, a complete application and written approval of the ARC is needed. Emphasis will be placed on proper scale, materials, and impact on neighboring properties.

Applications which do not include sufficiently detailed information to permit understanding and evaluation of your proposal will be returned without approval.

This document is intended to be a part of your permanent records. In the future, revisions will be made on a page-by-page basis for easy insertion into this booklet.

# ARCHITECTURAL ALTERATION REQUEST

SILVER HILL FARM AND SILVER HILL FARM WEST HOMEOWNERS' ASSOCIATION, INC.

PLEASE TYPE OR PRINT. INCOMPLETE APPLICATIONS WILL BE RETURNED, UNAPPROVED.

NAME: \_\_\_\_\_

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

HOME TELEPHONE:(\_\_\_\_) \_\_\_\_\_

WORK TELEPHONE:(\_\_\_\_) \_\_\_\_\_

DATE SUBMITTED: \_\_\_\_\_

DATE WORK TO BEGIN: \_\_\_\_\_

DATE WORK TO BE COMPLETED: \_\_\_\_\_

FOR ARC USE ONLY  
DO NOT WRITE IN THIS SPACE

PLEASE attach a detailed scale drawing, plat map or blueprint of the lot with proposed alterations indicated in RED. Include all lot and alteration dimensions, color changes, materials and design information.

PROPOSED ALTERATION: \_\_\_\_\_

BALTIMORE COUNTY PERMIT NO.: \_\_\_\_\_

SIGNATURE AND COMMENTS FROM ADJOINING PROPERTY OWNERS: (not required but suggested when applying for fences)

Signature

Address

Comments

Signature

Address

Comments

SUBMISSION OF APPLICATION DOES NOT GIVE AUTHORITY TO BEGIN WORK.  
WRITTEN APPROVAL MUST BE OBTAINED PRIOR TO BEGINNING ANY ALTERATIONS.

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