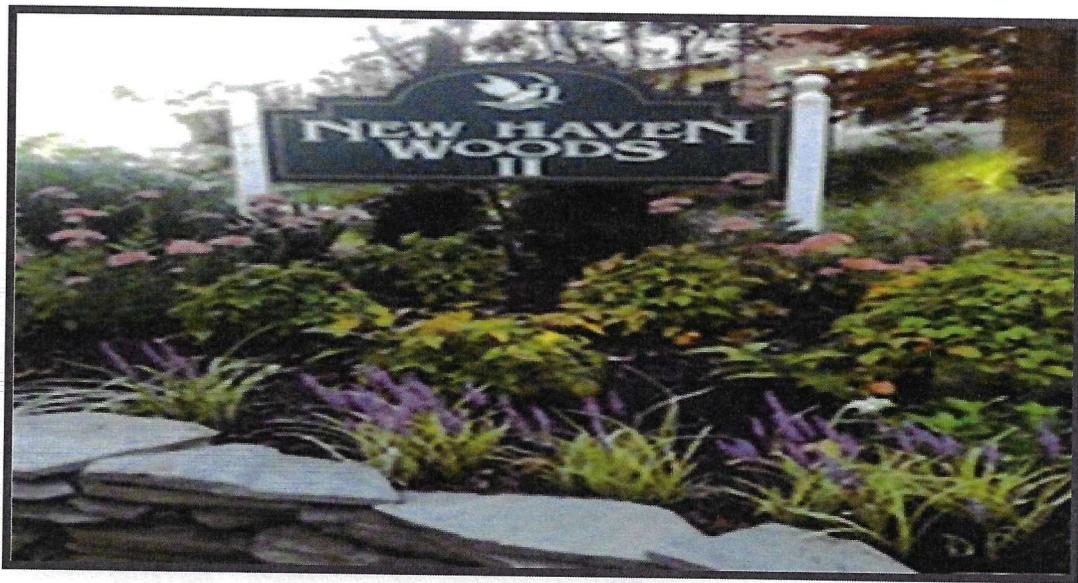


New Haven Woods II Homeowners Association

Governing Documents Packet



*Prepared for:
16 Whorl Court, Baltimore MD 21221*

Date: June 26, 2026

*Provided by:
The New Haven Woods II, HOA Board of Directors*

Date Requested: 6/23/26

Provided to (Requestor)

Jay Edwards AARE Auctioneer
1310 E. Churchville Road, Bel Air Maryland 21014

On Behalf of:

Estate of Barbara E. Wagoner
16 Whorl Court, Baltimore, Maryland MD 21221

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- I. Complete Copy of the HOA Covenants, 1999, with 2025 addendums.
- II. Receipt of Covenants Signature Sheet for new purchaser of residence.
- III. Board statement of status of Annual HOA Assessments owed including fees or penalties on property by selling property owner.
- IV. Board approved architectural structures and/or enhancements to the property added by the property owner after original date of purchase from the builder (Ryland Homes, April 2001).

The Board of Directors previously reviewed and approved the following additions/upgrades to this property via the HOA's architectural review process:

- 1) June 2022. All wood 16 ft. X 20 ft. pressure-treated deck with steps and hand railings attached to the rear of the home, located within the legal property line and boundaries. Builder: Creative Deck Designs MHIC #37346.
Color of wood: Cabin. Steps & Attached hand railings are the same.
- 2) Original builder-installed roof was replaced in June 2022. Roof Tiles Type and Color: Architectural-Weathered Wood.

V. **New Homeowner KEY Documents** Included with Packet

- MRA Welcome Letter
- MRA-HOA Website Announcement
- HOA Spring-Summer Newsletter
- Architectural Request Forms w/Painting Rules
- What it Means to Purchase a Home in a Community with a Homeowners Association.
- Baltimore County Trash & Recycling Schedule

*New Haven Woods II Homeowners Association
Board of Directors*

Annual Assessment Status Statement

Date: June 26, 2026

Homeowners Association Annual Assessment status, prepared for selling property owner(s):

Residence: 16 Whorl Court
Baltimore, MD 21221

This document shall serve as verification the assessments on this property are PAST DUE and are referred to the HOA attorney for collection of the assessments owed along with all associated legal, late fees and/or penalties accrued. Please contact:

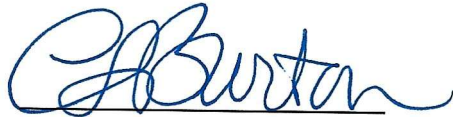
Michael S. Neall and Associates
147 Old Solomons Island Road
Suite 400
Annapolis, MD 21401

Phone: (410) 974-8033
Fax: (410) 757-9600

Please note that payments are made annually, Payments are due each year on April 1st. Payments received after May 15th are considered late and late fees & interest will apply.

Electronic payments can be made at www.mrapmi.com through the Association's webpage link.

Board Signature:



Date:

6/26/2026



New Haven Woods II Homeowners Association

Policy and Amendment Statements To the Original Documents/Covenants Of the HOA

The documents contained herein are legal and binding and are part of the governing documents and as such are enforceable.

Effective 07/01/05
Copies mailed to all owners.

Pursuant to the Association's documents, the BOD of New Haven Woods II has adopted the following policy statements to facilitate the business of the community.

1) Billing of homeowners for letters generated by the HOA attorney. At the direction of the BOD, MRA will send two letters to homeowners who have open Architectural Violations if after the second letter the violation has not been corrected/removed, the matter will be forwarded to the attorney for further legal action up to and including filing suit in the Circuit Court to correct the violation. The letters sent to the homeowners by MRA will include the following information:

- Nature of the violation, citing the relevant covenants.
- What must be done to correct/remove the violation.
- Time frame for correcting the violation.
- Lack of response and correction of the violation will result in the matter being turned over to the attorney for further action with the costs of any letters/phone calls etc generated by the attorney assessed to the homeowner in violation. Any court costs and associated legal fees related to bringing/defending a court case will be charged to the homeowner as prescribed in the governing documents or as assessed by the judge rendering a decision in the matter.
- Collection of the assessment will be subject to the same collection policy as spelled out in the governing documents of the community (including late fees and interest).

2) All letters sent to homeowners on behalf of the Community by the HOA attorney shall be copied to MRA. All open Architectural Violations sent to the HOA attorney will have already received two letters from the BOD that will include the following information:

- Nature of the violation, citing the relevant covenants.
- What must be done to correct/remove the violation.
- Time frame for correcting the violation.
- Lack of response and correction of the violation will result in the matter being turned over to the attorney for further action with the costs of any letters/phone calls etc generated by the attorney assessed to the homeowner in violation. Any court costs and associated legal fees related to bringing/defending a court case will be assessed by the judge rendering a decision in the matter.
- Collection of the assessment will be subject to the same collection policy as spelled out in the governing documents of the community (including late fees and interest).

3) If by the deadline included in the letters from the BOD the open Architectural violation has not been corrected, the *matter will be forwarded* to the attorney by MRA with copies of the letters sent to the homeowner and any communications received from the homeowner regarding the violation. Upon forwarding the matter to the HOA attorney, the attorney will communicate to the homeowner the HOA's intent to proceed with further legal action.

4) Any open Architectural Violation that has been forwarded to the HOA attorney will result in the homeowner being charged a \$100.00 reviewing fee which is to be paid at the time the necessary Architectural Application and supporting documentation is submitted.

*Andy's original
2/20/01*

NEW HAVEN WOODS SECTION TWO HOMEOWNERS ASSOCIATION, INC.
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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NEW HAVEN WOODS SECTION TWO HOMEOWNERS ASSOCIATION, INC.
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS (the "Declaration") made this 14 day of JUNE, 1999, by NEW HAVEN, INC., a Maryland corporation (the "Declarant").

RECITALS

A. The Declarant is the owner of certain land (the "Land") in Baltimore County, Maryland (the "County"), shown on the plat entitled, "1ST AMENDMENT TO PLAT 3, NEW HAVEN WOODS, SECTION II", recorded among the Land Records of the County (the "Land Records"), in Plat Book S.M. No. 66, folio 125.

B. It is the intention of the Declarant to develop the Land as a residential community, and to insure therefor a uniform plan and scheme of development, and unto that end the Declarant has adopted, imposed and subjected the property hereinafter described to certain covenants, conditions, restrictions, easements, charges and liens (collectively, the "Covenants"), as set forth herein for the following purposes:

(1) To insure uniformity in the development of the Lots (as hereinafter defined) in the Community (as hereinafter defined).

(2) To facilitate the sale by the Declarant, its successors and assigns, of the land in the Community by reason of its ability to assure such purchasers of uniformity.

(3) To make certain that the Covenants shall apply uniformly to all Lots for the mutual advantage of the Declarant, the Record Owners and any Mortgagee (as such capitalized terms are defined herein) and to all those who may in the future claim title through any of the above.

(4) To provide for the benefit of the Record Owners, the preservation of the value and amenities in the Community, and the maintenance of certain reserved open spaces and common areas, including but not limited to easements, charges and liens, herein below set forth, and for the creation of an association to be delegated and assigned the powers of maintaining and administering the Common Area (as hereinafter defined), and enforcing all applicable covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; which association shall be incorporated under the laws of the State of Maryland, as a nonprofit corporation, for the purpose of exercising the functions as aforesaid.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT the Declarant does hereby establish and impose upon the

Property (as hereinafter defined), the Covenants for the benefit of and to be observed and enforced by the Declarant, its successors and assigns, as well as by all purchasers of Lots, to wit:

ARTICLE I
DEFINITIONS

The following words when used in this Declaration (unless the context otherwise requires) shall have the following meanings:

1.1 "Association" shall mean and refer to the New Haven Woods Section Two Homeowners Association, Inc.

1.2 "Builder" shall mean any person or entity other than the Declarant, which shall, in the ordinary course of such person's business, construct a dwelling on a Lot and sell or lease it to another person to occupy as such person's residence.

1.3 "Common Area" shall mean and refer to those areas of land, intended to be devoted to the common use and enjoyment of the Record Owners of the Lots, including but not limited to reserved open spaces, maintenance areas, non-tidal wetlands, buffer areas, forest buffer, steep slopes, private streets (if any), parking areas, storm water detention facilities, and any other real property or other facilities which the Association owns and/or in which the Association acquires a right of use for the benefit of the Association and its members, saving and excepting, however, so much of the Land previously conveyed or to be conveyed to the County. The Common Area shall also include the Protected Area (as such term is defined in Section 1.12 herein).

1.4 "Community" shall mean and refer to all of the Land hereby made subject to this Declaration by an instrument in writing, duly executed and recorded among the Land Records and any Additional Property (as hereinafter defined) that may hereafter expressly be made subject to this Declaration by an instrument in writing, duly executed and recorded among the Land Records.

1.5 "Declarant" shall mean and refer to New Haven, Inc., and any successor or assign thereof to whom it shall expressly (a) convey or otherwise transfer all of its right, title and interest in the Property as an entirety, without reservation of any kind; or (b) transfer, set over and assign all of its right, title and interest under this Declaration, or any amendment or modification thereof; provided, however, that any such person or entity owns at least one (1) Lot (as such term is hereinafter defined) in the Community.

1.6 "Development Period" shall mean the time between the date of recordation of this Declaration among the Land Records and the date on which the Class B membership in the Association converts to a Class A membership as described in Article IV.

1.7 "Lot" and/or "Lots" shall mean and refer to those portions of the Property that are subdivided parcels of land shown and defined

as lots or plots of ground (exclusive of the Common Area) and designated by numerals on the Plat, on which a dwelling is proposed to be constructed.

1.8 "Mortgage" means any mortgage or deed of trust encumbering any Lot or any or all of the Common Area, and any other security interest existing by virtue of any other form of security instrument or arrangement, provided that such mortgage, deed of trust or other form of security instrument, and an instrument evidencing any such other form of security arrangement, has been recorded among the Land Records.

1.9 "Mortgagee" means the person secured by a Mortgage.

1.10 "Plat" shall mean and refer to the plat entitled, "1ST AMENDMENT TO PLAT 3, NEW HAVEN WOODS, SECTION II", recorded among the Land Records in Plat Book S.M. No. 66, folio 125, and any plats recorded among the Land Records in substitution there for or amendment thereof, plus any plats hereafter recorded among the Land Records of any Additional Property that may hereafter expressly be made subject to this Declaration by an instrument in writing, duly executed, and recorded among the Land Records.

1.11 "Property" shall mean and refer to all of the real property described in Exhibit "A" attached hereto, and any additional land at such time as it is hereafter expressly made subject to this Declaration by an instrument in writing, duly executed and recorded among the Land Records.

1.12 "Protected Area" shall mean and refer to those areas of land comprised of 2.926 acres, more or less, and depicted as "PARCEL 'A' AREA = 2.926 AC.+/-" and "FOREST RETENTION EASEMENT" on the plats entitled, "PLAT 1, NEW HAVEN WOODS, SECTION II" recorded among the Land Records in Plat Book S.M. 64, folio 116 and "1ST AMENDMENT TO PLAT 3, NEW HAVEN WOODS, SECTION II" recorded among the Land Records in Plat Book S.M. No. 66, folio 125, respectively.

1.13 "Record Owner" or "Owner" shall mean, refer to and include the person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding the fee simple record title to a Lot, as said Lot is now or may from time to time hereafter be created or established, either in his, her, or its own name, as joint tenants, tenants in common, tenants by the entirety, or tenants in copartnership, if the Lot is held in such real property tenancy or partnership relationship. If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, hold the record title to any one (1) Lot, whether it is in a real property tenancy, or partnership relationship, or otherwise, all of the same, as a unit, shall be deemed a single Record Owner and shall be or become a single member of the Association by virtue of ownership of such Lot. The term "Record Owner," however, shall not mean, refer to or include any contract purchaser, nor the owner of any redeemable ground rent issuing out of any Lot, (but shall instead mean the holder of the leasehold interest that is subject to redemption under Title 8 of the

Real Property Article, Annotated Code of Maryland) nor shall it include a Mortgagee.

1.14 "Structure" means 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, bathhouse, coop or cage, hot tub, spa, Jacuzzi, covered or uncovered patio, clothesline, radio, television or other antenna or "dish", 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, or which affects or alters the flow of any waters in any natural 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 Record Owner hereunder other than the Declarant.

ARTICLE II

COVENANTS, CONDITIONS AND RESTRICTIONS

2.1 ADMINISTRATION; ARCHITECTURAL REVIEW COMMITTEE. The Architectural Review Committee, which shall be appointed by the Declarant during the Development Period and thereafter by the Board of Directors of the Association (the "Architectural Review Committee") shall have all the rights, powers and duties granted to it pursuant to this Declaration. The Architectural Review Committee shall at all times be comprised of at least three (3) members. At any time, or from time to time, during the Development Period, the initial members of the Architectural Review Committee may be replaced for any reason (including death or resignation) with other individuals selected by the Declarant in its sole discretion. The initial members of the Architectural Review Committee are Mark Buda, Michael J. Keelty and James Joyce. All questions shall be decided by a majority of the members of the Architectural Review Committee, and such majority shall be necessary and sufficient to act in each instance and on all matters. Each member of the Architectural Review Committee, now or hereafter appointed, shall act without compensation for services performed pursuant to this Declaration. The Declarant hereby grants to the Architectural Review Committee, its successors and assigns, the right to establish architectural design criteria for the Community, (the "Design Guidelines") and Rules and Regulations (as such term is hereinafter defined) pertaining to the use of the Lots, which shall be made available to all members, and to waive such portion or portions of the Covenants numbered 2.3 through 2.26 of this Article II as the Architectural Review Committee, in its sole discretion, may deem advisable and in the best interests of the Community.

2.2 ARCHITECTURAL REVIEW.

(a) No Structure (other than construction or development by, for or under contract with Declarant) shall be constructed on any Lot nor shall any addition (including awnings and screens), change, or alteration therein or thereto (including any retreatment by painting or otherwise of any exterior part thereof unless the original color and material are used) (collectively, "Alterations") be made to the exterior of any Structure and/or contour of any Lot, nor shall any work be commenced or performed which may result in a change of the exterior appearance of any Structure until the plans and specifications, in duplicate, showing the nature, kind, shape, dimensions, material, floor plans, color scheme, location, proposed topographical changes, together with the estimated costs of said Alterations or construction, the proposed construction schedule, and a designation of the party or parties to perform the work, have been submitted to and approved in writing by the Architectural Review Committee, its successors and assigns, and until all necessary permits and any other governmental or quasi-governmental approvals have been obtained. The approval of the Architectural Review Committee of any Structure or Alterations shall in no way be deemed to relieve the Record Owner of any Lot from its obligation to obtain any and all permits and approvals necessary for such Structure or Alterations.

(b) The Architectural Review Committee shall consider applications for approval of plans, specifications, etc., upon the basis of conformity with this Declaration, applicable law and the Design Guidelines, if any, and shall be guided by the extent to which such proposal will insure conformity and harmony in exterior design and appearance, based upon, among other things, the following factors: the quality of workmanship; nature and durability of materials; harmony of external design with existing structures; choice of colors; changes in topography, grade elevations and/or drainage; the ability of the party or parties designated by the Record Owner to complete the Structure or Alterations proposed in accordance with this Declaration, including, without limiting the foregoing, such factors as background, experience, skill, quality of workmanship, financial ability; factors of public health and safety; the effect of the proposed Structure or Alterations on the use, enjoyment and value of other neighboring properties, and/or on the outlook or view from adjacent or neighboring properties; and the suitability of the proposed Structure or Alterations with the general aesthetic appearance of the surrounding area.

(c) The Architectural Review Committee shall have the right to refuse to approve any such plans or specifications, including grading and location plans, which are not suitable or desirable in its opinion, for aesthetic or other considerations. Written requests for approval, accompanied by the foregoing described plans and specifications or other specifications and information as may be required by the Architectural Review Committee from time to time shall be submitted to the Architectural Review Committee by registered or certified mail or in person. In the event the Architectural Review Committee fails to

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approve or disapprove any plans within sixty (60) days of receipt thereof, such plans shall be deemed approved. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural Review 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. The Architectural Review Committee shall have the right to charge a processing fee, not in excess of \$100.00, for such requests, which shall be retained by the Association and not the Architectural Review Committee.

(d) Construction of Alterations in accordance with plans and specifications approved by the Architectural Review Committee pursuant to the provisions of this Article II shall be commenced within six (6) months following the date of approval and completed within twelve (12) months of commencement of the Alterations, or within such other period as the Architectural Review Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural Review Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. After construction, all Structures and Alterations shall be maintained continuously in strict conformity with the plans and specifications so approved and all applicable laws.

(e) If any Structure is altered, erected, placed or maintained on any Lot other than in accordance with approved plans and specifications therefor and applicable law, such action shall be deemed to be a violation of the provisions of this Declaration and, promptly after the Association gives written notice thereof to its Record Owner, such Structure shall be removed or restored to its condition prior to such action, and such use shall cease, so as to terminate such violation. If within thirty (30) days after having been given such notice, such Record Owner has not taken reasonable steps to terminate such violation, any agent of the Association may enter upon such Lot and take such steps as are reasonably necessary to terminate such violation. Such Record Owner shall be personally liable to the Association for the cost thereof, to the same extent as he is liable for an Assessment levied against such Lot, and, upon the failure of the Record Owner to pay such cost within ten (10) days after such Record Owner's receipt of written demand therefor from the Association, the Association may establish a lien therefor upon such Lot in accordance with and subject to the provisions of this Declaration applicable to an assessment lien.

(f) Any member of the Architectural Review Committee, upon the occurrence of a violation of the provisions of this Declaration, and after the Association or the Architectural Review Committee gives written notice thereof to the Record Owner of the applicable Lot, at any reasonable time, may enter upon and inspect any Lot and the exterior of any Structure thereon to ascertain whether the maintenance, construction or alteration of such Structure or Alteration are in accordance with the provisions hereof.

(g) Upon completion of construction of any Structure or Alteration in accordance with the provisions hereof, the Architectural Review Committee, upon request of the applicant shall issue a Certificate of Compliance ("Certificate") identifying such Structure and the Lot on which such Structure is placed, and stating that the Structure has been completed pursuant to the terms hereof. The Certificate shall be retained in the records of the Association. Any Certificate issued pursuant hereto shall be prima facie evidence of the facts therein stated, and as to any title insurer, such Certificate shall be conclusive evidence that all Structures on the Lot noted in the Certificate complies with the provisions hereof.

2.3 LAND USE. The Lots, except as hereinafter provided, shall be used for private and residential purposes only and no dwelling of any kind whatsoever shall be erected, altered or maintained thereon except a private dwelling house for the sole and exclusive use of the Record Owner or occupant of the Lot. None of the Lots shall at any time be used for apartments or other types of multiple housing units; it being the intention of the Declarant that each and every one of the Lots be used solely for one (1) single family attached dwelling, and no other purposes, except such purposes as may be specifically reserved in the succeeding sections of this Declaration. In addition, no dwelling shall be occupied by more than one (1) family group or by more than one (1) group of persons living together as a bona fide single housekeeping unit.

Notwithstanding anything herein to the contrary, pursuant to Section 11 (B)-111.1 of the Code, "No-impact home-based businesses" are permitted upon the Lots subject to the following requirements:

(a) Owners shall notify the Association before operating a No-impact home-based business.

(b) No-impact home-based businesses are expressly prohibited in any Common Area.

(c) Such additional requirements as may be specified by the Board of Directors of the Association, to the extent permitted by applicable law. The foregoing provisions of this Section are intended to be a restatement of the provisions of Section 11B-111.1 of the Code, and any future amendments or modifications thereto shall be deemed incorporated by reference herein as a part hereof.

For purposes hereof, a "No-impact home-based business" means a business that:

(a) Is consistent with the residential character of the Dwelling;

(b) Is subordinate to the use of the Dwelling for residential purposes and requires no external modifications that detract from the residential appearance of the Dwelling;

(c) Uses no equipment or process that creates noise, vibration,

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glare, fumes, odors, or electrical or electronic interference detectable by neighbors or that causes an increase of common expenses that can be solely and directly attributable to a No-impact home-based business; and

(d) Does not involve use, storage, or disposal of any grouping or classification of materials that the United States Secretary of Transportation of the State of Maryland or any local governing body designated as a hazardous material.

2.4 SWIMMING POOLS. No swimming pools, whether "in ground", "above ground" or other type, shall be permitted on any Lot.

2.5 EXTERIOR MATERIALS. All primary exterior materials of any Structure constructed on a Lot shall be in the type of material approved by the Architectural Review Committee.

2.6 TEMPORARY STRUCTURES. No Structure of a temporary character, including, without limitation, any basketball apparatus, and no trailer, tent, shack, barn, pen, kennel, stable, outdoor clothes dryer, or other outbuildings shall be used on any Lot at any time; provided, however, sheds which do not exceed ten feet (10') by ten feet (10') (maximum of 100 square feet) and which have received the prior written approval of the Architectural Review Committee shall be allowable.

2.7 REAL ESTATE SALES OR CONSTRUCTION OFFICE. Notwithstanding anything contained herein to the contrary, a real estate sales or construction office or a trailer and related signs, may be erected, maintained and operated on any Lot, or in any Structure now or hereafter located thereon, provided such office or trailer, and signs, are used and operated only in connection with the development and/or initial sale of any Lot or Lots, and/or the initial construction of improvements on any Lot now or hereafter laid out or created in the Community. Nothing herein, however, shall be construed to permit any real estate sales or construction office, trailer, or sign after such initial development, sales, and/or construction is completed. Except as expressly permitted herein above, neither any part of any Lot, nor any improvement now or hereafter erected on any Lot, shall be used for any real estate sales or construction office or trailer, nor shall any sign used in conjunction with such uses be erected.

2.8 CLOTHES LINE. No exterior clothes dryer, clothes pole or similar equipment shall be erected, installed or maintained on any Lot, nor shall articles of clothing, bedding, etc. be hung outside.

2.9 TRAFFIC VIEW. No Structure, landscaping, shrubbery or any other obstruction shall be placed on any Lot so as to block the clear view of traffic on any streets, nor shall any planting be done on any corner Lots closer than twenty (20) feet from either street line that will exceed three (3) feet in height (except shade trees which shall be trimmed so that a clear view may be maintained to the height of eight (8) feet).

2.10 FRONT LAWN/TREE REMOVAL. The area within the front of a dwelling shall be kept only as a lawn for ornamental or decorative planting of grass, trees and shrubbery. In addition, no sound hardwood trees measuring in excess of two (2) inches in diameter at a point two (2) feet above the ground or any landscaping installed by Declarant or Builder or their assignees shall be removed from any Lot without written approval of the Board of Directors.

2.11 FENCES AND PATIOS.

(a) Any Owner desiring to construct a fence on their Lot shall be required to obtain the prior written consent of the Architectural Review Committee. Chain link and other wire fencing is specifically prohibited.

(b) Any patio constructed on a Lot shall not exceed thirty-six square feet (6 feet by 6 feet) and prior written approval of the Architectural Review Committee shall be required unless such patio is constructed by the Declarant or Builder.

(c) Any fencing installed by the Builder on any portion of the Forest Retention Easement shall be maintained by the Association at the Association's expense.

2.12 NEAT APPEARANCE. Record Owners shall, at all times, maintain their Lots and all appurtenances thereto in good repair and in a state of neat appearance, including but not limited to, the seeding, watering and mowing of all lawns and yards, keeping all sidewalks, if any, neat, clean and in good repair, and free of ice and snow, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all Structures on the Lot, all in a manner and with such frequency as is consistent with good property management and maintenance. If, in the opinion of the Architectural Review Committee, any Record Owner fails to perform the duties imposed hereunder, the Association, on affirmative action of a majority of the Board of Directors, after fifteen (15) days written notice to such Record Owner to remedy the condition in question, and upon failure of the Record Owner to remedy the condition, shall have the right (but not the obligation), through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot and the improvements or Structures thereon, and the cost thereof shall be a binding, personal obligation of such Record Owner, as an additional assessment on the Lot. In addition, each Owner of an interior dwelling shall have a five (5) foot easement across other Lots outside the Forest Retention Easement (shown on the Plat) for the purpose of properly maintaining their Lot.

2.13 NUISANCES. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood or any adjoining property owners. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such properly maintained and operated devices as

may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other Structure constructed upon any Lot. No snowmobiles, go-carts, motorbikes, trail bikes, other loud-engine recreational vehicles or skateboard ramps shall be run or operated upon any Lot or upon any roadways serving the Property.

2.14 ANIMALS. No animals, livestock, or poultry of any kind, including pigeons, shall be raised, bred or kept on any Lot, except that no more than two (2) dogs, cats or caged birds may be kept as domestic pets, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they are kept so as to avoid becoming a nuisance to the neighborhood or to any adjoining property owners, and do not roam unattended on the Property. Domestic pets shall not include miniature pigs, horses or other hybrid livestock or farm animals. Pets shall be registered, licensed and inoculated as required by law. 'Pets shall not be permitted upon the Common Area unless accompanied by a responsible person and unless they are carried or leashed. Owners shall be responsible for the immediate clean-up and removal of their pets' waste from any other Lot and the Common Area. The Board of Directors shall have the right to adopt such additional and detailed Rules and Regulations regarding pets as it may from time to time consider necessary or appropriate, including but not limited to, provisions for assessment of a fine for the violation of the provisions hereof or of such rule or regulation.

2.15 VEHICLES.

(a) Other than private passenger vehicles, vans, trucks or permitted commercial vehicles in regular operation, no other motor vehicles or inoperable, unlicensed, junk or junked cars or other similar machinery or equipment of any kind or nature (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any Lot) shall be kept on the Property or repaired on any portions of the Property except in emergencies. For the purposes hereof, a vehicle shall be deemed inoperable unless it is licensed, contains all parts and equipment, including properly inflated tires, and is in such good condition and repair as may be necessary for any person to drive the same on a public highway.

(b) No commercial vehicles over 3/4 ton rated capacity ("Commercial Vehicles") shall be left parked on any part of the Property, including, without limitation, any street or Lot, longer than is necessary to perform the business function of such vehicle in the area; it being the express intention of this restriction to prevent the parking of Commercial Vehicles upon the Property, including, without limitation, the streets or Lots in the Community, for a time greater than that which is necessary to accomplish the aforesaid business purpose.

(c) Trailers, boats, buses, campers or tractors shall not be parked, stored, maintained or repaired on any Lot or parked upon any streets or Common Area, except in areas, if any, specifically designated

by the Architectural Review Committee for such parking.

(d) Notwithstanding the above, during construction of dwellings, the Declarant and any Builder may maintain Commercial vehicles and trailers on the Property for purposes of construction and for use as a field or sales office.

2.16 LIGHTING AND WIRING. The exterior lighting on Lots shall be directed downward and shall not be directed outward from, or extend beyond, the boundaries of any Lot. All wiring on any Lot shall be underground.

2.17 ANTENNAE. No radio aerial, antenna or satellite or other signal receiving dish, or other aerial or antenna for reception or transmission, shall be placed or kept on a Lot outside of a dwelling, except on the following terms:

(a) An Owner may install, maintain and use on its Lot one (or, if approved, more than one) Small Antenna (as hereinafter defined) in the rear yard of a dwelling on the Lot, at such location, and screened from view from adjacent dwellings in such a manner and using such trees, landscaping or other screening material, as are approved by the Architectural Review Committee, in accordance with Article II. Notwithstanding the foregoing terms of this subsection, (i) if the requirement that a Small Antenna installed on a Lot be placed in the rear yard of a dwelling would impair such Small Antenna's installation, maintenance or use, then it may be installed, maintained and used at another approved location on such Lot where such installation, maintenance or use would not be impaired; (ii) if and to the extent that the requirement that such Small Antenna be screened would result in any such impairment, such approval shall be on terms not requiring such screening; and (iii) if the prohibition against installing, maintaining and using more than one (1) Small Antenna on a Lot would result in any such impairment, then such Owner may install on such Lot additional Small Antennae as are needed to prevent such impairment (but such installation shall otherwise be made in accordance with this subsection).

(b) In determining whether to grant any approval pursuant to this Section, neither Declarant, the Architectural Review Committee nor the Board of Directors shall withhold such approval, or grant it subject to any condition, if and to the extent that doing so would result in an impairment.

(c) As used herein, (i) "impair" has the meaning given it in 47 Code of Federal Regulations Part 1, section 1.4000, as hereafter amended; and (ii) "Small Antenna" means any antenna (and accompanying mast, if any) of a type, the impairment of the installation, maintenance or use of which is the subject of such regulation. Such antennae are currently defined thereunder as, generally, being one (1) meter or less in diameter or diagonal measurement and designed to receive certain types of broadcast or other distribution services or programming.

2.18 SIGNAGE. Other than signs deemed necessary and appropriate by the Declarant or its successors and assigns, and excluding directional signs, signs for traffic control or safety, no advertising or display signs of any character shall be placed or maintained on any part of the Property or on any Dwelling or Structure except with the written consent of Declarant or Architectural Review Committee; provided, however, that one (1) temporary real estate sign not exceeding six (6) square feet in area may be erected upon any Lot or attached to any Dwelling placed upon the market for sale. Any such temporary sign shall be removed promptly following the sale of such Dwelling.

Notwithstanding the foregoing provision regarding signage, an Owner may post or display on its Lot, but not on any Common Area, one (1) or more signs on behalf of a candidate for public office or a slate of candidates for public office, or a sign that advertises the support or defeat of any questions submitted to the voters in accordance with applicable Maryland law, for a period of time not to exceed thirty (30) days before and seven (7) days after the primary election, general election or vote on the proposition, or such longer or shorter period as may be specified by applicable Federal, Maryland or local law. In addition, the Architectural Review Committee may adopt any other restriction with respect to such signage consistent with applicable Federal, Maryland or local law. The foregoing provisions are intended to be a restatement of Section 11B-111.2 of the Code, and any future amendments or modifications thereto shall be deemed incorporated by reference herein as a part hereof.

2.19 LEASE AGREEMENTS. All lease agreements with respect to any Lot or any Structure located thereon shall be in writing and submitted to the Board of Directors of the Association for approval. 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. Current copies of any lease must be supplied to the Association. Record Owners who do not reside on their Lot must provide current addresses and phone numbers to the Association.

2.20 FOREST BUFFER AREA. Any portion of the Common Area or Lots designated and shown on any recorded subdivision plat of all or a portion of the Property as "Forest Buffer" shall remain in a natural, undisturbed state and will not be developed, or improvements erected thereupon by the Declarant, its successors or assigns, the Association, or any Record Owner, unless written permission is granted by DEPRM (as such term is hereinafter defined).

2.21 TRASH AND OTHER MATERIALS. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except (a) building material during the course of construction of any approved dwelling or other permitted Structure, and (b) firewood, which shall be cut and neatly stored at least six (6) inches off the ground and twelve (12) inches away from any wooden structure. No burning of trash shall be permitted on any Lot. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open

on any day that a pick-up is to be made at such place on the Lot as to provide access to persons making such pick-up. The foregoing provisions regarding trash disposal shall not apply to the disposal of recyclable in accordance with local governmental regulations. At all other times such containers shall be stored in such a manner so as not to be visible from the roadway or the other Lots or Common Area. Trash shall be disposed of in metal or plastic containers covered with a lid.

2.22 NON-INTERFERENCE WITH UTILITIES. 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. No poles and wires for the transmission of electricity, telephone and the like shall be placed or maintained above the surface of the ground on any Lot.

2.23 SUBDIVISION. No Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose; provided, however, that this provision shall not be applicable to 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, Declarant or any other person for any purpose consistent with the provisions of this Declaration.

2.24 PARTY WALLS.

(a) Each wall that is built as a part of the original construction of the dwellings upon the Lots and placed upon the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) The cost of reasonable repair and maintenance of a party wall shall be shared by the Record Owners who make use of the wall in proportion to such use.

(c) If a party wall is destroyed or damaged by fire or other casualty, any Record Owner who has used the wall may restore it, and if the other Record Owner(s) thereafter makes 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 Record Owner(s) to call for a larger contribution from the other(s) under any rule of law regarding liability for negligence or willful acts or omissions.

(d) Notwithstanding any other provision of this section, any Record Owner who by its 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.

(e) The right of any Record Owner to contribution from any

other Record Owner under this Section shall be appurtenant to the land and shall pass to each Record Owner's successors in title.

(f) In the event of any dispute arising concerning a party wall, or under the provisions of this Section, each party shall choose one (1) arbitrator, and such arbitrators shall jointly choose one (1) additional arbitrator, and the decision shall be by the majority of the three (3) arbitrators.

(g) The rules applicable to party walls shall also apply to any party fences.

2.25 FAMILY DAY CARE. Notwithstanding anything contained herein to the contrary, any Owner may use his or her residence as a Family day care home ("Home") (as defined in Section 11B-111.1 of the Real Property Article of the Annotated Code of Maryland, as amended from time to time) (the "Code") subject to the following requirements:

(a) The Owner or Day care provider (as defined in the Code) operating the Home shall be registered with and have a license issued by the Department of Human Resources, in accordance with the registration and licensing provisions set forth in Title 5, Subtitle 5 of the Family Law Article. The Owner shall provide a copy of the license to the Board of Directors prior to establishing and operating the Home and upon each renewal thereof.

(b) The Owner or Day Care Provider shall obtain the liability insurance described in Article 48A, Section 481D of the Code, in at least the minimum amount described in that Section. The Owner or Day Care Provider may not operate the Home without the liability insurance described herein, and shall present proof of insurance to the Board of Directors before establishing and operating the Home and upon any renewal of the policy.

(c) The Owner or Day Care Provider shall pay, on a pro-rata basis with other Homes then in operation in the Community, any increase in the Association insurance costs attributable solely to the establishment and operation of the Home, upon presentation of a statement from the Board setting forth the increased insurance costs and request for payment of same. The increased insurance costs shall be considered an Assessment against the Lot, and may be collected in the same manner as collection of annual and Special Assessments, as set forth in Article VIII of this Declaration.

(d) The Owner or Day Care Provider shall be responsible for payment of a fee determined by the Board of Directors, for the Home's entitlement to use of the Common Area. The Board shall establish the fee and shall advise all Owners or Day Care Providers operating Homes of the amount due on an annual basis. The fee shall not be in an amount in excess of Fifty and No/100 Dollars (\$50.00). Upon presentation of a statement for the annual fee and demand for payment, the Owner or Day Care Provider shall promptly remit payment to the Board of Directors. The fee shall be considered an Assessment against the Lot, and may be

collected in the same manner as collection of annual and Special Assessments, as set forth in Article VIII of the Declaration.

(e) The Board of Directors may regulate the number of Homes operating within the Association, provided that the number permitted may not be less than seven and one-half percent (7.5%) of the total Lots within the Community.

(f) No play equipment or fenced off play area may be placed on any Lot or the Common Area without the prior written approval of the Board of Directors of the Association.

2.26 DISTRIBUTION OF WRITTEN MATERIALS. Notwithstanding the provisions of Section 11B-111.3 of the Code, Owners (excluding the Declarant or Builder) shall not distribute any information or materials to other Owners without obtaining the prior written consent of the Board of Directors pertaining to the content of such information or materials and the time of distribution thereof. Nothing herein however shall affect any information or materials reflecting assessment information or any meeting notices of the Association.

2.27 BALTIMORE COUNTY ACCESS EASEMENT. The duly authorized employees and representatives of Baltimore County shall have the right to enter upon the Property for the purpose of performing necessary inspection, maintenance and repair to any completed storm water management facility, when such maintenance or repair is not satisfactorily completed by the Owner within a reasonable time, and to assess the Owner for the costs thereof.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION; ANNEXATION AND DEANNEXATION

3.1 PROPERTY. The real property which is, and shall be, transferred, held, sold, conveyed and occupied subject to this Declaration is located in the Community, and is described on Exhibit "A" attached hereto, all of which real property is referred to herein as the "Property".

3.2 ADDITIONS TO PROPERTY.

(a) The Declarant, its successors and assigns, shall have the right for seven (7) years from the date hereof to bring within the scheme of this Declaration Additional Property within the Community (the "Additional Property"), without the consent of the Class A members of the Association provided that the annexation is in accordance with the general plan heretofore approved. The general plan of development is shown on the Plat, but the plan shall not bind the Declarant, its successors or assigns, to make the proposed additions, or to adhere to the plan in any subsequent development of the land shown thereon.

(b) The additions authorized under this subsection shall be made by filing a supplemental declaration of record with respect to the Additional Property which shall extend the scheme of the Declaration to such Additional Property, and which Additional Property shall thereupon become part of the Property. Upon the filing of any supplemental declaration, Record Owners of Additional Property shall be subject to the same obligations and entitled to the same privileges as apply to the Record Owners of the Property. Such supplemental declaration may contain such complementary additions and modifications to the Declaration as may be necessary to reflect the different character, if any, of the Additional Property not inconsistent with the scheme of this Declaration. In no event, however, shall such supplemental declaration revoke, modify or add to the Covenants established by this Declaration for the Property as of the date hereof.

3.3 DEANNEXATION.

(a) Provided there are Class B members, the Declarant may deannex any property (excluding, however, any Common Area conveyed to the Association by the Declarant) from the Property for a period of five (5) years from the date of recordation of this Declaration. Such deannexed property shall no longer be subject to the covenants and restrictions of this Declaration except for any easements, rights, reservations, exemptions, power or privileges reserved to the Declarant pursuant to this Declaration which burden the deannexed property for the benefit of any property which is subject to the Declaration. Such deannexation shall be made by recording a supplementary declaration among the Land Records of the County, withdrawing the effect of the covenants and restrictions of this Declaration from the deannexed property. Such deannexed property may be utilized by the Declarant, or any successor, assign or transferee thereof, for any lawful purpose or use.

(b) So long as any Lot is encumbered by a deed of trust or mortgage which is guaranteed by the Federal Housing Administration and/or Veterans Administration, as the case may be, no deannexation shall be made pursuant to this Section, or otherwise, except following a determination by the Federal Housing Administration and/or Veterans Administration, that the deannexation is not contrary to a general plan for the development of the Property previously approved by the Federal Housing Administration and/or Veterans Administration, or, if no such general plan was approved by the Federal Housing Administration and/or Veterans Administration, except following the prior written approval of the Federal Housing Administration and/or Veterans Administration.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

4.1 MEMBERSHIP. Every Record Owner of a Lot that is subject to assessment shall become and be a member of the Association. Membership

shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

4.2 CLASSES OF MEMBERSHIP.

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

(i) Class A. Except for the Declarant, who shall initially be the Class B member, the Class A members shall be all Record Owners holding title to one (1) or more Lots; provided, however, that any Mortgagee or any other person or entity who holds such interest solely as security for 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 per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.

(ii) Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes per Lot for each Lot owned by it, in all proceedings in which actions shall be taken by members of the Association.

(b) If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, holds the record title to any Lot, all of the same, as a unit, and not otherwise, shall be deemed a single member of the Association. The vote of any member comprised of two (2) or more persons, firms, corporation, trustees, or other legal entities, or any other combination thereof, shall be cast in the manner provided for in the Articles of Incorporation and/or By-Laws of the Association, or as the several constituents may determine, but in no event shall all such constituents cast more than one (1) vote per Lot for each Lot owned by them.

4.3 CONVERSION. The Class B membership in the Association shall cease and be converted to Class A membership in the Association, upon the earlier to occur of (i) December 31, 2005; or (ii) at such time as the total number of votes entitled to be cast by Class A members of the Association equals or exceeds the total number of votes entitled to be cast by the Class B member of the Association. If after such conversion Additional Property is made subject to the Declaration, then the Class B member shall be reinstated until December 31, 2009, or such earlier time as the total number of votes entitled to be cast by Class A members again equals or exceeds the total number of votes entitled to be cast by the Class B members. The Declarant shall thereafter remain a Class A member of the Association as to each and every Lot from time to time subject to the terms and provisions of this Declaration in which the Declarant or Builder then hold the interest otherwise required for Class A membership.

ARTICLE V

DECLARANT'S RESERVED RIGHTS AND OBLIGATIONS

5.1 RESERVED RIGHTS OF DECLARANT. The Association shall hold the Common Area conveyed to it pursuant to Article VI hereof and each Owner shall own its Lot subject to the following:

(a) The reservation to Declarant, its successors and assigns, of non-exclusive easements and rights of way over those strips or parcels of land designated or to be designated on the Plat as "Drainage and Utility Easement," "Sewer Easement," "Drainage and Sewage Easement," and "Open Space," or otherwise designated as an easement area over any road or Common Area on the Property, and over ten (10) foot wide strips of land running along the front, rear, side and other Lot lines of each Lot, except for the common side lines on the Lots, for the purposes of proper surface water drainage, for ingress and egress, for the installation, construction, maintenance, reconstruction and repair of public and private utilities to serve the Property and the Lots therein, including but not limited to the mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Lot, or in the area or on the area in which the same is located, together with the right and privilege of entering upon the Common Area for such purposes and making openings and excavations thereon, which openings and excavations shall be restored in a reasonable period of time, and for such alterations of the contour of the land as may be necessary or desirable to effect such purposes. Within the aforesaid easement areas, 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 change the direction of the flow of drainage channels or obstruct or retard the flow of water through drainage channels. The reserved easement areas of each Lot and all improvements therein, except improvements for which a public authority or utility company is responsible, shall be maintained continuously by the Record Owner of the Lot.

(b) The reservation to Declarant and its successors and assigns, and Builder, of a non-exclusive easement and right-of-way in, through, over and across the Common Area for the purpose of the storage of building supplies and materials, 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.

(c) The designation of streets, avenues, roads, courts and places upon the Plat is for the purpose of description only and not dedication, and the rights of the Declarant in and to the same are specifically reserved, and the Declarant hereby reserves unto itself, and its successors and assigns, the right to grade, regrade and improve the streets, avenues, roads, courts and places as the same may be located on the Plat, including the creation or extension of slopes, banks, or excavation in connection therewith and in the construction of and installation of drainage structures therein.

(d) The Declarant further reserves unto itself, and its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body or municipality, to install and maintain pipelines, underground or above-ground lines, with the appurtenances necessary thereto for public utilities, or quasi-public utilities or to grant such other licenses or permits as the Declarant may deem necessary for the improvement of the Community in, over, through, upon and across any and all of the roads, streets, avenues, alleys, and open space and in, over, through, upon and across each and every Lot in any easement area set forth in this Declaration or as shown on the Plat.

(e) The Declarant further reserves unto itself and its successors and assigns, the right to dedicate all of said roads, streets, alleys, rights of way or easements, including easements in the areas designated as "LOCAL OPEN SPACE" and stormwater management reservation, to public use all as shown on the Plat. No road, street, avenue, alley, right of way or easement shall be laid out or constructed through or across any Lot or Lots in the Community except as set forth in this Declaration, or as laid down and shown on the Plat.

(f) Declarant further reserves unto itself and its successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of any structure built on such Lot, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope. Similarly, Declarant reserves the right unto itself, and its successors and assigns, and, without limitation, the Association, to enter on any Lot during normal business hours for the purpose of mowing the lawn thereon and trimming such greenery as Declarant deems appropriate, but Declarant shall be under no obligation to do so. No right shall be conferred upon any Record Owner by the recording of any plat relating to the development of the Property in accordance with such plat, Declarant expressly reserving unto itself the right to make such amendments to any such plat or plats as shall be advisable in its best judgment and as shall be acceptable to public authorities having the right to approval thereof.

(g) Declarant and Builder further reserve unto itself, for itself and its successors and assigns, the right, notwithstanding any other provision of the Declaration, to use any and all portions of the Property including any Common Area which may have previously been conveyed to the Association, for all purposes necessary or appropriate to the full and final completion of construction of the Community, and Declarant reserves a perpetual, irrevocable, non-exclusive easement in, over and through the Common Area for the purpose of servicing and performing warranty work for the improvements on the Lots and Common Area and for the purpose of performing fine grading, seeding, sodding and landscaping and constructing or modifying improvements on the Lots. Specifically, none of the provisions of Article II concerning architectural control or use restrictions shall in any way apply to any

aspect of the Declarant's activities or construction, and notwithstanding any provisions of this Declaration, none of the Declarant's or Builder's construction activities or any other activities associated with the development, marketing, construction, sales management or administration of the Community shall be deemed noxious, offensive or a nuisance. The Declarant reserves the right for itself, and its successors and assigns, and Builders, to store materials, construction debris and trash during the construction period on the Property without keeping same in containers. The Declarant and Builder will take reasonable steps to avoid unduly interfering with the beneficial use of the Lots by Record Owners. Declarant also reserves unto itself, for itself and its successors and assigns an easement over the area depicted as Forest Retention Easement on the Plat for the purpose of ingress, egress, inspection and maintenance.

5.2 INCORPORATION BY REFERENCE; FURTHER ASSURANCES. Any and all grants made to the Association with respect to any of the Common Area and all grants made with respect to any Lots shall be conclusively deemed to incorporate the foregoing reservations, whether or not specifically set forth in such instruments. At the request in writing of any party hereto, any other party shall from time to time execute, acknowledge and deliver such further assurances of such reservations as may be necessary.

ARTICLE VI

COMMON AREA

6.1 GRANT OF COMMON AREA. The Association shall take title to the Common Area that is part of the Property (excluding, however, the area shown as "FOREST RETENTION EASEMENT" on the Plat), free and clear of all encumbrances, except non-monetary title exceptions and this Declaration not later than the date the first Lot is conveyed to a Record Owner (other than the Declarant). The Covenants are hereby imposed upon the Common Area for the benefit of the Declarant, the Association and the Record Owners, and their respective personal representatives, successors and assigns, to the end and intent that the Association shall have and hold the said Common Area subject to the reservations set forth in Article V hereof, and to the Covenants herein set forth.

6.2 MEMBER'S RIGHT OF ENJOYMENT. Every member of the Association shall have a non-exclusive right and easement for the use, benefit and enjoyment, in common with others, in and to the Common Area and such non-exclusive right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the restrictions herein set forth. If ingress or egress to any dwelling is through the Common Area, any conveyance or encumbrance of such area is subject to such Owner's easement. In addition, each Owner shall have the benefit of a non-exclusive easement for the use of each main, drain, pipe, meter, or other device located within the Common Area, or within another Lot, which provides utility service to such Owner's Lot, and each street,

walkway and parking area which from time to time is within the Common Area, or which crosses any Lot and affords access to the Common Area or another Lot. Except as otherwise permitted by the provisions of this Declaration, the Common Area shall be retained in its natural state, and no Structure or improvement of any kind shall be erected, placed or maintained thereon.

6.3 NUISANCE. No noxious or offensive activity shall be carried on upon the Common Area nor shall anything be done thereon which will become an annoyance or nuisance to the Community.

6.4 MAINTENANCE OBLIGATIONS OF THE ASSOCIATION. In addition to the fencing provided in Section 2.11 (c) of this Declaration, the Association shall improve, develop, supervise, manage, operate, examine, insure, inspect, care for, repair, replace, restore and maintain the Common Area and any area dedicated to a public or governmental entity if such entity fails to properly maintain such area, as from time to time improved, together with any items of personal property placed or installed thereon, all at its own cost and expense, and shall levy against each member of the Association a proportionate share of the aggregate cost and expense required for the care, maintenance and improvement of the Common Area, which proportionate share shall be determined based on the ratio which the number of Lots owned by the member bears to the total number of Lots then laid out or established on the Property.

In addition to the foregoing, the Association, through the Board of Directors, shall have the right, but not the obligation, to perform snow removal of any roads located in the Community as well as sidewalks. If the Board decides to perform snow removal of the roads and sidewalks, then such expense related thereto shall be paid from Annual Assessments.

6.5 RESTRICTIONS. The right of each member of the Association to use the Common Area shall be subject to the following:

(a) any rule or regulation now or hereafter set forth in this Declaration and, further, shall be subject to any rule or regulation now or hereafter adopted by the Association, for the safety, care, maintenance, good order and cleanliness of the Common Area;

(b) the right of the Association, subject to the provisions of Section 6.2 herein and in accordance with the Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Area in a manner designed to promote the enjoyment and welfare of the members, and in aid thereof to mortgage any of the Common Area;

(c) 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;

(d) the right of the Association to suspend the voting rights and the rights to use of the Common Area after notice and a

hearing for any period not to exceed sixty (60) days for any infraction of any of the published Rules and Regulations of the Association or of this Declaration;

(e) the right of the Association to dedicate or transfer all or any part of the Common Area 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; and further subject to the written consent of the County; provided, however, that no dedication, transfer, mortgage or determination as to the purposes or as to the conditions thereof, shall be effective unless two-thirds (2/3) of the Class A members (excluding the Declarant if the Declarant is a Class A member) of the Association consent to such dedication, transfer, purpose and conditions; and

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

(g) All of the foregoing shall inure to the benefit of and be enforceable by the Association and the Declarant, or either of them, their respective successors and assigns, against any member of the Association, or any other person, violating or attempting to violate any of the same, either by action at law for damages or suit in equity to enjoin a breach or violation, or enforce performance of any term, condition, provision, rule or regulation. Further, the Association and the Declarant shall each have the right to abate summarily and remove any such breach or violation by any member at the cost and expense of such member.

6.6 DELEGATION OF RIGHT OF USE. Any member of the Association may delegate its rights to the use and enjoyment of the Common Area to family members who reside permanently with such member and to its tenants, contract-purchasers, invitees and guests, all subject to such reasonable Rules and Regulations which the Association may adopt and uniformly apply and enforce.

6.7 RULES AND REGULATIONS. Each Record Owner shall fully and faithfully comply with the Rules and Regulations applicable to use of the Common Area, as the same are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Area. Further, each Record Owner shall comply with the Covenants imposed by this Declaration on the use and enjoyment of the Common Area.

6.8 SPECIAL RESTRICTIVE COVENANTS FOR THE PROTECTED AREA.

(a) Notwithstanding anything in this Declaration to the

contrary, the following restrictions shall apply to the Protected Area:

(i) Existing vegetation within the Protected Area shall not be disturbed, except as provided in Subsection 6.8 (b) below. This includes, but is not limited to, disturbance by tree removal, shrub removal, clearing, mowing, burning, spraying and grazing.

(ii) Soil disturbance shall not take place within the Protected Area by grading, stripping of topsoil, plowing, cultivating or other practices.

(iii) Filling or dumping shall not occur within the Protected Area except in connection with the maintenance and repair of the three(3) gravel roads existing within Parcel "A" as of the date hereof (the "Existing Roads").

(iv) Except as permitted by the Baltimore County Department of Environmental Protection and Resource Management or its successor agency ("DEPRM") and except in connection with the operation, maintenance and repair of the Existing Roads, the Protected Area shall not be drained by ditching, underdrains or other drainage systems.

(v) Pesticides shall not be stored, used, or applied within the Protected Area, except for the spot spraying of noxious weeds consistent with the recommendations of the University of Maryland Cooperative Extension Service or its successor agency.

(vi) Animals shall not be housed, grazed or otherwise maintained within the Protected Area.

(vii) Motorized vehicles shall not be stored or operated within the Protected Area, except for maintenance and emergency use approved by DEPRM, and except that motorized vehicles may be operated upon the Existing Roads.

(viii) Materials shall not be stored within the Protected Area.

(b) The following structures, practices and activities shall be permitted in the Protected Area:

(i) Stream restoration projects, facilities and activities approved by DEPRM are permitted within the Protected Area.

(ii) Scientific studies approved by DEPRM, including water quality monitoring and stream gauging, are permitted within the Protected Area.

(iii) Horticulture practices may be used to maintain the health of individual trees in the Protected Area.

(iv) Individual trees in the Protected Area may be removed which are in danger of falling, causing damage to dwellings or

other structures, or causing the blockage of streams.

(v) Other timber cutting techniques approved by DEPRM may be undertaken with the Protected Area under the advice and guidance of the state departments of agriculture and natural resources, if necessary to preserve the Protected Area from extensive pest infestation, disease infestation, or threat from fire.

(c) The foregoing Special Restrictive Covenants may be waived or modified by the Declarant, its successors and assigns, provided that a variation of standards is granted permitting such waiver or modification as provided in Section 26-207 (or any successor provision) of the Baltimore County Code, 1988, as amended (the "Baltimore Code").

(d) Enforcement shall be by DEPRM pursuant to the Enforcement Procedures of Section 26-456 (or any successor provisions) of the Baltimore Code. Invalidation of any one or more of the Special Restrictive Covenants shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one(1) occurring prior or subsequent thereto.

(e) The Special Restrictive Covenants shall run with and be binding upon the Property and shall inure to the benefit of and be binding upon the Declarant, its successor and assigns and all Owners of the Property. The Special Restrictive Covenants shall be governed by and shall be determined in accordance with the laws of the State of Maryland.

(f) Each Owner agrees that it shall defend, indemnify and hold harmless the Declarant and its respective successors and assigns, from and against any and all claims, threats, liabilities, suits, actions, proceedings, demands, damages, losses, costs and expenses (including attorneys' and experts' fees and court costs) of every kind and nature arising out of, resulting from, or in connection with any nonfulfillment, failure to comply or breach of or with any covenant or other provisions of this Section, which costs and expenses may be enforced under the Contract Lien Act against any violating Owner's Lot.

6.9 CHESAPEAKE BAY CRITICAL AREA PROGRAM. Owners are advised that the Property, including the Common Area, is affected by the Chesapeake Bay Critical Area Program ("CBCAP"). There are certain restrictions impacting the use of the Property as described more fully in the Findings Plan for the Community which was recorded among the Land Records on May 7, 1992 in Liber 9164, folio 315 et seq. (the "Findings Plan"). All Owners and the Association shall comply in all applicable respects with the CBCAP and Findings Plan.

ARTICLE VII

ENCROACHMENTS

If any Structure or any part thereof, now or at any time hereafter, encroaches upon an adjoining Lot or any Structure encroaches upon any Common Area, whether such encroachment is attributable to construction, settlement or shifting of the Structure or any other reason whatsoever beyond the control of the Board of Directors or any Record Owner, there shall forthwith 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 Record Owner, its heirs, personal representatives and assigns, to provide for the encroachment and non disturbance of the Structure. Such easement 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 Article without specific or particular reference to such easement.

ARTICLE VIII

COVENANT FOR ASSESSMENT

8.1 COVENANT FOR ASSESSMENT. The Declarant for each Lot owned by it within the Property, hereby covenants, and each Record Owner, by acceptance of a deed hereafter conveying any such Lot to it, whether or not so expressed in such deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association (a) in advance, an annual assessment (the "Annual Assessment") equal to the member's proportionate share of the sum required by the Association, as estimated by the Board of Directors, for Annual Assessments or charges, and (b) special assessments or charges for the purposes set forth in Section 8.4 herein, such annual and special assessments and charges to be established and collected as hereinafter provided. The annual and special assessments or charges shall be a charge and continuing lien upon each of the Lots against which the assessment is made in accordance with the terms and provisions of the Maryland Contract Lien Act, and this Article VIII shall be construed as a real covenant running with the Land and a contract of a lien under the terms of the said Act. Such assessments or charges, together with interest at a rate of twelve percent (12%) per annum, and costs and reasonable attorneys' fees incurred or expended by the Association in the collection thereof, shall also be the personal obligation of the Record Owner holding title to any Lot at the time when the assessment became due or was payable. The personal obligation for any delinquent assessment or charge, together with interest, costs and reasonable attorneys' fees, however, shall not pass to the Record Owner's successor or successors in title unless expressly assumed by such successor or successors.

8.2 USE OF ASSESSMENTS. The assessments and charges levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Community, and in particular for (a) the improvement and maintenance, operation, care, services and facilities related to the use and enjoyment of the Common Area, including fees paid to any management agent; (b) the payment of taxes on the Common Area (except to the extent

that proportionate shares of such public charges and assessments on the Common Area may be levied against all Lots laid out on the Property by the tax collecting authority so that the same is payable directly by the Record Owners thereof, in the same manner as real property taxes are assessed or assessable against the Lots; (c) the payment of insurance premiums on the Common Area; (d) the costs of repair, replacement and additions to the Common Area and improvements thereon; (e) the cost of obtaining, planting and thereafter maintaining street trees throughout the Community, whether or not such street trees are located in the Common Area; (f) the costs of utilities and other services which may be provided by the Association for the Community as may be approved from time to time by a majority of the members of the Association; (g) the cost of labor, equipment, insurance, materials, management and supervision incurred or expended in performing all of the foregoing; and (h) the cost of funding all reserves established by the Association. In addition to the foregoing, assessments may be used for payment of snow removal, as provided in Section 6.4 herein.

8.3 MAXIMUM ANNUAL ASSESSMENT.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to a Record Owner other than the Declarant and Builder, the maximum Annual Assessment shall be the aggregate of one Hundred Twenty Dollars (~~(\$120.00)~~) for each Lot, payable ~~semi-annually~~. *amended CB 4/1/2011*
~~(\$120.00)~~ *per CB = \$264.00*

(b) From and after such date, the maximum Annual Assessment may be increased each year by not more than ten percent (10%) of the maximum Annual Assessment for the previous year without a vote of the membership of the Association.

(c) From and after such date the maximum Annual Assessment may be increased above the ten percent (10%) limitation specified in the preceding sentence only by a vote of two-thirds (2/3) of each class of members of the Association, voting in person or by proxy, at a meeting duly called for such purpose.

(d) Declarant covenants and agrees to pay any and all expenses (excluding reserves) incurred by the Association during the "Deficit Period" (as such term is hereinafter defined); in furtherance of its purposes, to the extent that the Annual and Special Assessments levied during the Deficit Period are insufficient to pay such expenses; provided, however, that Declarant shall have no obligation whatsoever to pay an amount in excess of twenty-five percent (25%) of the regular Annual Assessment or charge made or levied against any other Lot laid out on the Property if it was owned by a Class A member. Declarant shall not be obligated to pay Annual or Special Assessment on any Lots owned by it as long as it shall be the Class B member, other than as set forth above. As used herein, the term "Deficit Period" shall mean that period of time commencing on the date of the settlement with a Class A member (other than a Builder) on the first Lot within the Property and ending on the date on which the Class B membership lapses under the provisions of this Declaration.

(e) A Builder shall not be liable to pay any Annual or Special Assessments as to each Lot until the earlier to occur of the following: (i) one (1) year from the date on which the Builder took title to that Lot; or (ii) at the time the Builder transfers title to a Class A member.

(f) The Board of Directors of the Association may fix the Annual Assessment or charges against each Lot at any amount not in excess of the maximum. Subject to the limitations set forth in this Section 8.3, and for the periods therein specified, the Association may change the maximum and the basis of the assessments fixed by Section 8.3 hereof prospectively for any period provided that any such change shall have the assent of two-thirds (2/3) of each class of members of the Association, voting in person or by proxy, at a meeting duly called for such purposes.

8.4 SPECIAL ASSESSMENTS. In addition to the Annual Assessments authorized above, the Association may levy in any assessment year, a special assessment, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on the Common Area, including fixtures and personal property related thereto, and/or to meet any other deficit of the Association or any emergency or unforeseen expenses of the Association; provided that such assessment shall first be approved by two-thirds (2/3) of the votes of each class of the members of the Association, voting in person or by proxy at a meeting duly called for such purpose.

8.5 NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 8.3 AND 8.4. Written notice of any meetings of members of the Association called for the purpose of taking any action authorized under Sections 8.3 and 8.4 of this Article shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence at the meeting of members or of proxies, entitled to cast forty percent (40%) of all of the votes of each class of members entitled to be cast at such a meeting shall be necessary and sufficient to constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

8.6 COMMENCEMENT DATE OF ANNUAL ASSESSMENTS.

(a) Notwithstanding any other provision of this Declaration to the contrary, the Annual Assessments shall commence as to all Lots on the first day of the month following the conveyance of the Common Area to the Association. The first Annual Assessment shall be adjusted according to the number of months remaining in the fiscal year. The Annual Assessments shall be due and payable on an annual basis on the first (1st) calendar day of each fiscal year, and shall be a lien for any year after the fifteenth (15th) day of the month following such

year.

(b) The due date of any special assessment under Section 8.4 shall be fixed in the resolution authorizing such special assessment.

8.7 DUTIES OF THE BOARD OF DIRECTORS.

(a) 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 monthly, quarterly, or annual basis rather than on the semi-annual basis herein above provided for. Any member may prepay one or more installments of any maintenance assessment levied by the Association, without premium or penalty.

(b) The Board of Directors shall prepare, or cause the preparation of an annual operating budget for the Association, which shall provide, without limitation, for the management, operation and maintenance of the Common Area. 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 Record Owner upon reasonable notice to the Board of Directors. Written notice of the annual maintenance assessments shall thereupon be sent to all members of the Association. 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 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 member may exempt itself from liability for maintenance assessments by abandonment of any Lot owned by such member or by the abandonment of such member's right to the use and enjoyment of the Common Area.

(c) The Association shall, upon demand at any time, furnish to any Record Owner liable for assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated as having been paid. A charge not to exceed ten dollars (\$10.00) may be levied in advance by the Association for each certificate so delivered.

8.8 ADDITIONAL ASSESSMENTS. Additional assessments may be fixed against any Lot only as provided for in this Declaration. Any such assessments shall be due as provided by the Board of Directors in making any such assessment.

8.9 NONPAYMENT OF ASSESSMENT. Any assessment or portion thereof not paid within thirty (30) days after the due date thereof shall be delinquent and shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and shall be subject to a late charge of Ten Dollars (\$10.00) per month until paid, or ten percent (10%) of the assessment, whichever is greater, and the Association shall have the right to declare the entire balance of the assessment and accrued interest thereon to be immediately due and payable. The Association may bring an action at law against the Record Owner personally obligated to pay the same, and/or without waiving any other right, at equity to foreclose the lien against the Lot in the same manner and subject to the same requirements as are specified by the law of Maryland for the foreclosure of mortgages or deeds of trust containing a power of sale or an assent to a decree, and there shall be added to the amount of such assessment the reasonable costs of preparing and filing the complaint of such action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided, late fees and reasonable attorneys' fees to be fixed by the court together with the cost of the action. No Record Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of such Record Owner's Lot.

8.10 SUBORDINATION OF LIEN TO MORTGAGE. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage(s) or deed(s) of trust now or hereafter placed upon the Lot subject to assessment; provided, however, that the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such future assessment.

8.11 ENFORCEMENT OF LIEN. The Association may establish and enforce the lien for any assessment, annual, special, or otherwise, pursuant to the provisions of the Maryland Contract Lien Act. The lien is imposed upon the Lot against which such assessment is made. The lien may be established and enforced for damages, interest, costs of collection, late charges permitted by law, and attorneys' fees provided for herein or awarded by a court for breach of any of the covenants herein.

8.12 EXEMPT PROPERTY. The Common Area and all Lots owned by the Association or dedicated to and accepted by a public authority and all property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Maryland shall be exempt from the assessments created herein.

8.13 RESERVES FOR REPLACEMENTS.

(a) The Association shall establish and maintain a reserve