

## INFORMATION BROCHURE

### THE STILLWOOD HOMEOWNERS' ASSOCIATION, INC.

#### The Homeowners' Association

The Stillwood Homeowners' Association, Inc. is a nonprofit Maryland corporation controlled and operated by you and your neighbors, the owners of homes in the community of Stillwood, in Baltimore County, Maryland. Its purpose is to preserve the character of the community and perpetuate the natural beauty of the surroundings and, by so doing, to protect and enhance the value of your investment for years to come.

#### The Open Space

The open space consists of portions of the subdivision as shown on County records which lie outside the individual homeowners' lots, and which are designated "Open Space." It includes certain small areas of natural woodland or green space within the community. This land has been or will be deeded to the Association or to Baltimore County for your use and enjoyment. When you and your neighbors buy your homes, you automatically acquire a membership in the association; that is your assurance that the open space will retain its natural beauty and that it will remain open space, to be used by you and your family. The developer desires that the open space ultimately be conveyed to and maintained by Baltimore County. If the open space has been conveyed to the Association, the developer can require the Association to convey it to the County.

#### How Does the Association Operate?

Upon purchasing your home in the community, you are automatically accorded membership in the Association. The routine affairs of the organization will be managed by a Board of Directors elected by you and your fellow members. You have the right to cast one vote in such elections; that vote guarantees that your voice will be recognized in the affairs of your community. The President, Vice President and other officers, as well as special committees, are appointed by the Board and, like the Directors, all will serve without pay.

#### What Does Your Association Do?

Generally speaking, the Association may undertake any activity which will promote the common benefit and enjoyment of the

residents. Your Association will be responsible for maintaining the open space of the community until it is conveyed to the County.

#### The Cost of Your Association

To pay for the maintenance of your community facilities, the Association will assess each member a nominal annual or monthly charge as his fair and equal share of the expense. Under the present Bylaws, the amount due from each homeowner is set at \$5.00 per month. The assessment cannot exceed a maximum of \$60.00 the first year. After the first year, the Association may increase the assessment, five percent (5%) above the maximum assessment for the previous year without a vote of the membership. The assessment may be increased more than five percent (5%) with the approval of two thirds (2/3) of the members of the Association. Should a member fail to pay his share, the Association may take legal action against him; and, at the discretion of the Association, the assessment will become a lien upon his property, enforceable by foreclosure proceedings.

The first assessment, in the amount of \$60.00, shall be levied against the fiscal and calendar year 1985. The assessment will be collected from you when you settle for the purchase and sale of your home. At that time, and upon your request, you will receive a statement reflecting 'no charges due' through December 31, 1984, and 'payment in full' through December 31, 1985.

#### Initial Organization

The White Marsh Joint Venture, the developer, and Ryan Homes, Inc., the builder, will be responsible for the initial organization of the Association. During the construction and sales period, the developer and the builder will have three votes for each unsold lot; but when a home is sold, the developer's and the builder's voting rights for that lot cease and the purchaser acquires one vote. By this means the developer and the builder assume management responsibilities of the Association until seventy-five percent (75%) of the houses have been sold, thus assuring that the Association is running smoothly when the residents assume control.

#### Additional Information

The homeowners may elect by two-thirds (2/3) vote to merge with another nonprofit corporation organized for the same purposes. The Association may be dissolved voluntarily by a vote of two thirds (2/3) of the membership, in which case the Associa-

tion's assets would be transferred to a similar nonprofit corporation or to a public agency. Nevertheless, dissolution would not mean that the open space could be developed or otherwise diverted from use as open space for the enjoyment of your neighborhood.

For further information on any matter pertaining to the Association, please refer to the legal documents which will be furnished to each purchaser.

COMMON AREA AND OPEN SPACE DECLARATION  
THE WHITE MARSH JOINT VENTURE

EXHIBIT B

BYLAWS  
OF  
THE STILLWOOD HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION.. The name of the corporation is The Stillwood Homeowners' Association, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 100 West Pennsylvania Avenue, Towson, Maryland 21204, 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. "Association" shall mean and refer to The Stillwood Homeowners' Association, Inc., its successors and assigns.

Section 2. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association, as the same may be amended from time to time.

Section 3. "Declaration" shall mean and refer to the Open Space and Common Area Declaration by The White Marsh Joint Venture dated the \_\_\_\_ day of \_\_\_\_\_, 1983, and recorded among the Land Records of Baltimore County in Liber E.H.K.Jr. No. \_\_\_\_, Folio \_\_\_\_, as the same may be supplemented and amended from time to time by any supplements or amendments which are hereafter duly and legally adopted and which are hereafter recorded among said Land Records.

Section 4. As used in these Bylaws the terms "Real Property," "Common Area," "Open Space," "Lot," "Owner," and "Declarant" shall have the meaning as each is defined to have in the Declaration.

Section 5. "Members" shall mean and refer to those persons who are members of the Association under the provisions of the Articles of Incorporation and the Declaration.

### ARTICLE III

#### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on such day other than a legal holiday between July 1 and July 31 in each year, at such hour and place as may be designated by the Board of Directors.

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 entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary (or by any other person(s) authorized to call the meeting), by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association. Such notice shall specify the time and place of the meeting, and, in the case of a special meeting, the purpose of the meeting.

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

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

#### ARTICLE IV

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

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors, not less than three (3) nor more than nine (9), who need not be members of the Association.

Section 2. Term of Office. The members may elect directors for a term of one year, two years or three years, and staggered terms are permitted.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of the death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

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

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination 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 members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each 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. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies

may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such time and place as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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 present 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 power to:

(a) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the



membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(b) 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; and

(c) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

(a) Cause to be kept 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 statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

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

(2) Send written notice of each assessment to every Owner subject thereto; and

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to institute appropriate legal proceedings against the Owner personally obligated to pay the same.

(d) Issue, or to 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 a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(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;

(g) Cause the Open Space and Common Area to be maintained.

#### ARTICLE VIII

##### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary and 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 after 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 be removed, or otherwise be or become disqualified to serve.

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

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such 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 such vacancy shall serve for the remainder of the term of the office he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

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

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; and shall sign leases, mortgages, deeds, notes and other written instruments on behalf of the Association.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and

shall exercise and discharge such other duties as may be required of him by the Board. The Vice-President may sign leases, mortgages, deeds, notes and other written instruments on behalf of the Association, if authorized to do so by resolution of the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; 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 shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year; and shall prepare or cause to be prepared an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

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

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may institute legal proceedings against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Open Space or Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: THE STILLWOOD HOMEOWNERS' ASSOCIATION, INC., MARYLAND, 1983.

ARTICLE XIII

AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority or a quorum of members present in person or by proxy.

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

SECTION XIV

RIGHTS OF FIRST MORTGAGEES

Section 1. A first mortgagee of any Lot upon his written request filed with the Secretary of the Association is entitled to written notification of any default (which is not cured within thirty (30) days) by a mortgagor-owner of such Lot in the performance of such mortgagor-owner's obligations under the Declaration and these Bylaws.

Section 2. Any such first mortgagee upon his written request is entitled to written notification at least thirty (30) days in advance of any change in or amendment to the Declaration, the Articles of Incorporation of the Association, or these Bylaws.

Section 3. Any such first mortgagee shall have the right to examine the books and records of the Association.

Section 4. Any such first mortgagees may jointly or singly pay taxes or other charges which are in default and which may or have become a charge against any Open Space or Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance

coverage on a lapse of a policy for such Open Space, and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

ARTICLE XV

MISCELLANEOUS

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

IN WITNESS WHEREOF, we, respectively, being all of the Directors of The Stillwood Homeowners' Association, Inc. and the only member thereof (title to none of the Lots having yet been transferred to individual owners), have hereunto set our hands this \_\_\_\_ day of \_\_\_\_\_, 1983.

WITNESS:

\_\_\_\_\_  
(As to all three Directors)

\_\_\_\_\_  
P. Douglas Dollenberg (SEAL)

\_\_\_\_\_  
Richard R. Jones (SEAL)

\_\_\_\_\_  
Ronald W. Heagy (SEAL)

(Directors)

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

(Member)

THE STILLWOOD HOMEOWNER'S ASSOCIATION, INC.

PROJECTED ANNUAL BUDGET  
(For 105 Townhomes)

1. WATER	\$	0
2. ELECTRICITY (Street Lights)	\$	0
3. LAWN & TREES (Replacement & Maintenance)	\$1,031.58	
4. TRASH	\$	0
5. SNOW REMOVAL	\$	0
6. RESERVES (For Repair to Sidewalks, etc.)	\$1,842.11	
7. INSURANCE (Liability)	\$	368.42
8. LEGAL & ACCOUNTING FEES	\$	736.84
9. OFFICE SUPPLIES	\$	184.21
10. MANAGEMENT FEES	\$1,768.42	
11. MISCELLANEOUS & CONTINGENCIES	<u>\$</u>	<u>368.42</u>
TOTAL	\$6,300.00	
ANNUAL COST PER UNIT	\$	60.00
MONTHLY COST PER UNIT	\$	5.00



LFH/ad  
7/12/83

THE STILLWOOD HOMEOWNERS' ASSOCIATION, INC.  
ARTICLES OF INCORPORATION

THIS IS TO CERTIFY:

That I, Lawrence F. Haislip, whose post office address is 102 West Pennsylvania Avenue, Towson, Maryland 21204, being at least twenty-one years of age, do hereby declare myself as incorporator with the intention of forming a corporation under and by virtue of the General Laws of the State of Maryland, and for such purposes do hereby make, execute and adopt the following Articles of Incorporation:

ARTICLE I. The name of the corporation shall be:  
THE STILLWOOD HOMEOWNERS' ASSOCIATION, INC.

ARTICLE II. The period of existence and duration of the life of this corporation shall be perpetual.

ARTICLE III. The principal office for the transaction of business of this corporation shall be located in Baltimore County, State of Maryland, at 100 West Pennsylvania Avenue, Towson, Maryland 21204. RICHARD JONES, 100 West Pennsylvania Avenue, Towson, Maryland 21204, shall be designated as the statutory resident agent of this corporation. Said resident agent is a citizen and actual resident of the State of Maryland.

ARTICLE IV. The general purpose for which this corporation is formed, and business or objects to be carried on and promoted by it, are as follows:

(a) To organize and operate a corporation, no part of the net earnings of which is to inure to the benefit of any member or other individual;

(b) To acquire and to own and to provide for the maintenance, preservation, architectural control, and management of certain property located within the subdivision known as Stillwood and shown on the Plat of "Stillwood (formerly part of Burnam Woods Townhouses), Section I, Phase 3C-2 of White Marsh," which plat is recorded among the Land Records of Baltimore County in Plat EHK jr. No. 50, Folio 20, and as described in the Declaration hereinafter referred to, to provide architectural control for the residential properties located therein and to promote the health, safety and welfare of the residents of said community.

For the general purposes aforesaid, and limited to those purposes, this corporation shall have the following powers:

(a) To construct, improve and maintain, operate and to buy, own, sell, convey, assign, or lease any real estate and any personal property necessary or incident to the furtherance of the business of this corporation;

(b) To borrow money and issue evidence of indebtedness in furtherance of any or all of the objects of its business and, with the consent of two-thirds (2/3) of each class of members, to secure the same by mortgage, deed of trust, pledge, or other lien;

(c) To enter into any kind of activity, and to perform and carry out contracts of any kind necessary to, or in conjunction with or incidental to the accomplishment of the non-profit purposes of the corporation;

(d) To exercise all of the powers and privileges and to perform all of the duties and obligations of THE STILLWOOD HOMEOWNERS' ASSOCIATION, INC., as the same are set forth in a

certain Declaration dated the \_\_\_\_\_ day of July, 1983, and recorded among the Land Records of Baltimore County, Maryland, in Liber EHK, Jr. No. \_\_\_\_\_, Folio \_\_\_\_\_, as the same may be supplemented or amended from time to time by any supplements or amendments which are hereafter duly and legally recorded among said Land Records.

(e) Insofar as permitted by law, to do any other thing that, in the judgment of the Board of Directors, will promote the business of the corporation or the common benefit of its members.

The foregoing enumeration of specific powers shall not be deemed to limit or restrict in any manner the general powers of this corporation, and the enjoyment of the exercise thereof, as conferred by the General Laws of the State of Maryland.

ARTICLE V. This corporation shall be without capital stock and will not be operated for profit. This corporation does not contemplate the distribution of gains, profits or dividends to any of its members. The members of this corporation shall not be personally liable for the debts, liabilities or obligations of this corporation.

ARTICLE VI. The authorized membership of this corporation shall consist of the following classes:

(a) Every person, group of persons or entity who is a record owner of a fee interest in any Lot which is or becomes subject, by the Declaration referred to in Article IV(d) above, to assessment by this corporation shall be a Class A member of this corporation, provided, however, that any such person, group of persons or entity who holds such interest merely as security for the performance of an obligation shall not be a member and, provided, further, that the Declarant and any Builder (as defined

in such Declaration) shall not be Class A members as long as they are Class B members as provided in the aforesaid Amended Declaration. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership.

(b) The Class B members shall be the Declarant or its nominee or nominees and any Builder and they shall be entitled to three (3) votes for each Lot in which they hold the interest otherwise required for Class A membership, provided, however, that each Class B membership shall lapse and become a nullity on the first to happen of the following events:

(i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(ii) On \_\_\_\_\_.

From the date of the first to occur of the above referred to events Declarant or Builder shall be entitled, as in the case of other owners, to only one vote for each Lot owned by them.

ARTICLE VII. In the event any Class A member sells, assigns, or otherwise transfers of record the fee interest in any Lot in which he holds the interest required for membership, such member shall, at the same time, assign the membership appurtenant to said Lot to the transferee of the Lot and deliver it to him for transfer on the books of the corporation. The foregoing requirement shall not obtain in the event a Lot is transferred as aforesaid merely as security for the performance of an obligation.

Except as provided in this Article, Class A membership shall not be transferable and, in any event, no transfer of any Class A membership shall be made upon the books of the

corporation within ten (10) days next preceding the annual meeting of the members.

ARTICLE VIII. The number of directors of this corporation shall not be less than three (3) nor more than nine (9) and the names and post office addresses of the directors who shall act as such until the first annual meeting, or until such time as their successors are duly chosen and qualified, are:

<u>NAME</u>	<u>ADDRESS</u>
P. Douglas Dollenberg	100 West Pennsylvania Avenue Towson, Maryland 21204
Richard Jones	100 West Pennsylvania Avenue Towson, Maryland 21204
Ronald W. Heagy	100 West Pennsylvania Avenue Towson, Maryland 21204

ARTICLE IX. This corporation reserves the right to amend, alter or repeal any provision contained in these Articles in the manner now or hereafter prescribed by statute for the amendment of Articles of Incorporation, but only with the assent of two-thirds (2/3) of each class of members.

ARTICLE X. In the event of dissolution of the corporation, the assets of the corporation, both real and personal, shall be dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by this corporation. This corporation shall not be dissolved without the prior written consent of at least two-thirds (2/3) of each class of members.

ARTICLE XI. In the event this corporation (1) is consolidated with another corporation; or (2) is merged into another corporation; or (3) sells, leases, exchanges or otherwise transfers all or substantially all its property and assets, no member of this corporation shall be entitled to demand or receive payment of any amount for his membership of or from this corporation or the consolidated corporation, the corporation surviving the merger or the transferee (each of which is hereinafter in this Article referred to as the "successor"); provided, however, that the successor:

(a) Shall be a corporation organized under and by virtue of the General Laws of the State of Maryland; and

(b) Shall be without capital stock and shall not be operated for profit; and

(c) Shall be organized for the same general purposes as specified in Article IV of these Articles of Incorporation.

ARTICLE XII. The corporation shall exist perpetually. Any amendments to these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation the \_\_\_\_\_ day of \_\_\_\_\_, 1983.

WITNESS:

\_\_\_\_\_  
Lawrence F. Haislip (SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this \_\_\_ day of \_\_\_\_\_, 1983, before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared Lawrence F. Haislip, party to the foregoing Articles of Incorporation, and he did acknowledge that

he signed, sealed and delivered the same as his voluntary act and deed, and he acknowledged the facts stated to be true as set forth.

AS WITNESS My hand and Notarial Seal.

---

Notary Public  
My commission expires: 7/1/86

LFH/ad  
7/12/83  
97/12

DECLARATION

THIS DECLARATION made this \_\_\_ day of \_\_\_, 1983, by THE WHITE MARSH JOINT VENTURE, a Maryland general partnership, hereinafter referred to as "Declarant."

WITNESSETH:

Explanatory Statement

1. Declarant is the developer of a residential community known as and hereafter referred to as White Marsh, consisting of a 429.955-acre parcel of land located in Baltimore County, Maryland, and more particularly described in a Deed dated May 6, 1975 and recorded among the Land Records of Baltimore County in Liber 5527, Folio 167.

2. Declarant is the owner of a part of White Marsh known as the subdivision of Stillwood as shown on the Plat of "Stillwood (formerly part of Burnam Woods Townhouses), Section I, Phase 3C-2 of White Marsh," which plat is recorded among the Land Records of Baltimore County in Plat Book EHK, Jr. No. 50, Folio 20.

3. Declarant desires to provide for the preservation and enhancement of property values, amenities and opportunities in White Marsh and for the maintenance of Stillwood and improvements thereon, and to this end desires by the execution of this Declaration to subject the Real Property, as hereinafter defined, to the covenants, restrictions, easements, conditions, charges and liens hereinafter set forth, each and all of which is and are for the benefit of White Marsh and the Real Property, and the owners thereof, as hereafter set forth.



NOW, THEREFORE, Declarant hereby declares that all the Real Property, as hereafter defined, shall be held, transferred, sold, conveyed and occupied subject to the easements, restrictions, covenants, conditions, charges and liens (sometimes collectively hereafter referred to as "covenants and restrictions") established by this Declaration, as hereafter set forth:

ARTICLE I

Definitions

1. Definitions. As used in this Declaration, the following terms shall have the following meanings:

1.1 Association. Association means The Stillwood Homeowners' Association, Inc., its successors and assigns.

1.2 Builder. Builder means Ryan Homes, Inc., or any other person, firm or corporation which shall engage in the development, construction and sale of dwellings and related improvements upon the Lots for sale to Owners for residential use.

1.3 Declarant. Declarant means The White Marsh Joint Venture, its successors or assigns, or any successors or assigns to whom it may assign its rights and duties hereunder, in whole or in part.

1.4 Declaration. Declaration shall mean this Declaration and all provisions set forth in this entire document, as may from time to time be amended.

1.5 Development Period. Development Period means the seven- (7) year period commencing on the day that this Declaration is filed for recording among the Land Records of Baltimore County.

1.6 Development Plan. Development Plan means any development plan applicable to the Real Property and required pursuant to Section 1.B01.3 of the Baltimore County Zoning Regulations, as now existing or hereafter amended.

1.7 Drainage Reservation. Drainage Reservation means all that portion of the Real Property designated on the Record Plat as "Storm Water Management Facility Drainage Reservation."

1.8 H.O.A. Area. H.O.A. Area means those portions of the Real Property (including any improvements thereto) and all interests therein (including, without limitation, leasehold interests, easements, and any other interests therein) owned or to be owned by the Association for the common use and enjoyment of its members and designated on the Record Plat as "Homeowners' Association Area" or "H.O.A."

1.9 Lot(s). Lot(s) means one or more of the numbered Lots 1 through 43 of Block A, Lots 1 through 51 of Block B, and Lots 34 through 44 of Block C, as shown on the Record Plat.

1.10 Member(s). Members means every person or entity who holds membership in the Association.

1.11 Mortgage. Mortgage means a mortgage, deed of trust or other security device and Mortgagee means the mortgagee, beneficiary, trustee or other holder of any of the foregoing instruments.

1.12 Occupant. Occupant shall mean the Occupant of a dwelling erected upon a Lot who shall be either the Owner or a member of the household of the Owner or a lessee thereof who holds a written lease for an initial term of at least twelve (12) months.

1.13 Open Space. Open Space means such portions of the Real Property (including the improvements thereto) and all interests therein (including, without limitation, leasehold interests, easements, and any other interests therein) designated on the Record Plat as "Open Space" or "Local Open Space."

1.14 Owner(s). Owner(s) means the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Real Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.15 Public Road(s). Public Road(s) means the areas designated on the Record Plat for public roadway purposes, including the paved and unpaved portions thereof.

1.16 Public Works Agreement. Public Works Agreement means Public Works Agreement No. 80233 dated February 25, 1983, between Declarant and Baltimore County, Maryland, for the development of public works for the Real Property as required by Baltimore County.

1.17 Real Property. Real Property means all that real property consisting of (i) the Public Roads as shown on the Record Plat, (ii) the Lots, (iii) the H.O.A. Area lying within Blocks A and B as shown on the Record Plat and that portion of H.O.A. Area lying within Block C as shown on the Record Plat and adjoining Stillwood Circle as shown thereon, (iv) the Open Space lying within Blocks A and B as shown on the Record Plat, and (v) the Storm Water Management Facility Drainage Reservation as shown on the Record Plat.

1.18 Record Plat. Record Plat means the finally approved and recorded subdivision plat of the Real Property which is recorded among the Land Records of Baltimore County in Plat Book EHK, Jr. No. 50, Folio 20.

1.19 Structure. Structure means any thing or device, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, clothesline, radio or television antenna, fence, curbing, paving, wall, hedge, tree, shrubbery, signboard or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot, 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 any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot and any change in the grade of any Lot of more than six (6) inches from that existing at the time of purchase by each Owner.

1.20 Utility or Utilities. Utility or Utilities means water, sanitary sewer, natural gas, electricity, telephone service, storm drainage, solid waste collection, street cleaning, snow removal, fire and police protection, and any other utility or other service now or hereafter furnished to the Real Property by any governmental authority, by any utility or public service company, or by the Association.

1.21 White Marsh. White Marsh means the residential community known as and hereafter referred to as White Marsh consisting of a 429.955-acre parcel of land located in Baltimore County, Maryland, and more particularly described in a Deed dated May 6, 1975 and recorded among the Land Records of Baltimore County in Liber 5527, Folio 167.

## ARTICLE II

### THE ASSOCIATION: MEMBERSHIP, VOTING RIGHTS AND POWERS

#### 2.1 The Association: Membership and Voting Rights.

The Association has been formed to provide for the ownership and maintenance of the H.O.A. Area and Open Space for the use and benefit of the Owners of the Lots in accordance with the terms of the Declaration and for such other purposes as are provided in the Articles of Incorporation and By-Laws of the Association. For and during its existence, the Association shall be operated in accordance with its Articles of Incorporation and By-Laws and subject to the membership and voting provisions set forth in this Section 2.1:

2.1.1 Membership of Owners. Every person who is an Owner of a Lot shall be a member of the Association. Membership shall be appurtenant and may not be separated from fee simple ownership of any Lot which is subject to assessment.

2.1.2 Classes of Membership and Voting Rights. The Association shall have two (2) classes of voting membership: Class A. Class A members shall be all Owners, with the exception of Declarant and/or Builder, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as such persons collectively determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Class B. The sole Class B members shall be Declarant and/or Builder who shall be entitled to three (3) votes for each Lot owned by them. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or (b) on December 31, 1988. From the date of the

first to occur of the above-described events Declarant and/or Builder shall be entitled, as in the case of other Owners, to only one (1) vote for each Lot owned by them.

2.2 Duties and Powers of the Association. In the execution of its purposes and in addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

2.2.1 Own, maintain and manage all of the H.O.A. Area and the Open Space (if and when owned by the Association), and all facilities, improvements and landscaping thereon, and all property acquired by the Association, and pay all the costs thereof;

2.2.2 Pay all real and personal property taxes and other charges assessed against the H.O.A. Area and the Open Space;

2.2.3 Have the authority to obtain, for the benefit of the Real Property, the H.O.A. Area and the Open Space, all Utility services;

2.2.4 Have the authority, subject to the approval of the Owners as provided in Section 3.4.2.2 to grant easements where necessary for Utilities in the H.O.A. Area and Open Space Area to serve same and the Lots;

2.2.5 Maintain such policy or policies of insurance on the H.O.A. Area and the Open Space as the Board of Directors of the Association deems necessary or desirable in furthering the purposes of and protecting the interests of the Association, its Directors and its members;

2.2.6 Have the authority to employ a manager or other persons, and to contract with independent contractors or managing agents, to perform all or any part of the duties and responsibilities of the Association; and

2.2.7 Enforce applicable provisions of this Declaration and the By-Laws of the Association and establish and enforce uniform rules and regulations pertaining (i) to the use of the H.O.A. Area, and (ii) to any Utilities now or hereafter furnished to the Real Property.

### ARTICLE III

#### H.O.A. AREA, OPEN SPACE AND DRAINAGE RESERVATION

3.1 Conveyance of H.O.A. Area, Open Space and Drainage Reservation to Association and Formation Thereof. Declarant covenants that, prior to the first conveyance of a Lot to an Owner/Occupant, Declarant shall convey the H.O.A. Area either to the Association or to a Builder, subject to the provisions of this Declaration. In the event that the Declarant shall convey the H.O.A. Area to a Builder, then the Builder shall likewise convey the H.O.A. Area to the Association prior to the first conveyance of a Lot to an Owner/Occupant, subject to the provisions of this Declaration. Declarant shall convey the Open Space to the Association, subject to the provisions of this Declaration, unless Declarant shall have previously conveyed the Open Space to Baltimore County, Maryland in accordance with the intent and purposes set forth in Section 3.3. Declarant has caused the Association to be established and incorporated as a Maryland corporation by filing Articles of Incorporation therefor with the Department of Assessments and Taxation of Maryland. Upon conveyance of such H.O.A. Area, Open Space and Drainage Reservation to Baltimore County or to the Association, as the case may be, such H.O.A. Area, Open Space and Drainage Reservation and all Lots contained in the Real Property shall be subject to the terms and conditions of this Article III.

3.2 Title. The conveyance of such H.O.A. Area, Open Space and Drainage Reservation to the Builder, Association or Baltimore County, as the case may be, shall be by special warranty deed. Such conveyance shall be made free and clear of all liens and encumbrances except (i) current real property taxes, which taxes shall be prorated to the date of transfer, (ii) a reservation of an easement unto Declarant, its successors and assigns, for the use thereof for sedimentation and storm water management controls in connection with the development of White Marsh together with a right of ingress and egress for the installation and maintenance thereof, (iii) Utility easements and other easements, restrictions, covenants and conditions then of record, including those set forth in this Declaration, (iv) the right of use herein set forth, (v) the conditions of further conveyance by the Builder and Association as set forth in Sections 3.1 and 3.3, and (vi) the Public Works Agreement.

3.3 Conveyance of Open Space to Baltimore County.

Declarant ultimately desires to have the Open Space conveyed to Baltimore County for open space use and maintenance at such time as Baltimore County desires to take title. Baltimore County, however, may wish to take title directly from the Declarant. Accordingly, the Association shall hereby be bound and required to convey all of its right, title and interest in and to the Open Space as directed by Declarant in order that the same may be conveyed to Baltimore County, or to convey same directly to Baltimore County if requested to do so by the Declarant. The Open Space shall be subject to this Declaration at all times unless and until such Open Space shall be conveyed to Baltimore County, Maryland, and, upon any such conveyance, the provisions set forth in this Declaration pertaining to the Open Space shall cease to apply with respect to so much of the Open Space as may be conveyed to Baltimore County. Notwithstanding any other



provisions in this Declaration, the conveyance of the Open Space by the Association to Baltimore County as herein provided shall not require the approval or vote of Owners of Class A or B members, but shall be effected by the Association through its officers upon request of Declarant as herein provided.

3.4 Owners' Easements in H.O.A. Area, Open Space and Drainage Reservation.

3.4.1 Drainage Reservation. The Owners of all Lots as shown on the Record Plat shall have a right and easement of enjoyment in common with the remaining land at White Marsh in and to the use of the Drainage Reservation for its intended purposes as established by the Public Works Agreement.

3.4.2 H.O.A. Area and Open Space. Every Owner shall have a right and easement of enjoyment in and to the (i) Open Space as restricted and qualified elsewhere in this Declaration in common with all other residents in White Marsh, and (ii) in and to the H.O.A. Area in common with the Owners of all Lots for the purposes of parking of motor vehicles, pedestrian access to and from the Lots and for the construction, installation, maintenance and use of Utilities. Such rights and easements shall be appurtenant to and pass with title to every Lot, subject to the provisions of this Declaration and subject to the following:

3.4.2.1 The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and

3.4.2.2 The right of the Association to dedicate or transfer all or any part of the H.O.A. Area to any public agency, authority or utility company for the construction installation and maintenance of Utilities; provided that no such

dedication or transfer shall be effective unless there shall have been recorded an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of the members and approved by Baltimore County.

3.4.2.3 The right of Declarant and Builder to utilize reasonable portions of the H.O.A. Area and Open Space for such purposes and in such manner as Declarant or Builder may reasonably require with respect to the promotion and sale of its proposed developments upon the Real Property and at White Marsh, including, but not limited to, the right to display, establish and maintain general administrative sales offices, parking areas for its employees, agents, representatives and perspective customers, and advertising signs or other materials; provided, however, that such right shall terminate at the end of the Development Period.

3.4.3 Delegation of Use. Any Owner may delegate his right of enjoyment to the Open Space and H.O.A. Area to the Occupants of the dwelling owned by Owner, his tenants or contract purchasers who reside on the Lot owned by him.

3.4.4 H.O.A. Area and Open Space Use Restrictions. The H.O.A. Area and Open Space shall be subject to the following use restrictions:

3.4.4.1 No Open Space shall be used except for recreational, park, beautification or amenity purposes or sedimentation control.

3.4.4.2 No H.O.A. Area shall be used except for parking of motor vehicles, pedestrian access to and from Lots and for the construction, installation, maintenance and use of Utilities.

3.4.4.3 No noxious or offensive activities shall be carried on upon the H.O.A. Area or Open Space, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

3.4.4.4 No sign of any kind shall be displayed to the public view on the H.O.A. Area or Open Space Area except one (1) sign of not more than five (5) square feet advertising the Lots for sale or rent, or signs used by the Builder to advertise the Lots during the construction and sales period.

3.4.4.5 No animals, livestock or poultry of any kind shall be raised, bred or kept on the H.O.A. Area or Open Space Area except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for a commercial purpose and provided that this provision is not in conflict with any lease or agreement between any Owner and any residents in question.

3.4.4.6 No H.O.A. Area or Open Space shall be used or maintained as a dumping ground for rubbish, trash, or garbage, nor shall other waste be kept except in sanitary containers; provided, however, that trash and garbage storage for pick-up shall be prohibited on the Open Space. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and all procedures for the removal of such material shall be as approved or required by Baltimore County, Maryland.

3.4.4.7 The use of H.O.A. Area or Open Space by said Owners, members of family, residents and tenants shall be subject to such rules and regulations as promulgated from time to time by the Declarant.

ARTICLE IV

COVENANTS AND ASSESSMENTS FOR  
MAINTENANCE OF OPEN SPACE AND H.O.A. AREA

4. Covenants and Assessments. The covenants and assessments for the maintenance of the Open Space and H.O.A. Area set forth in this Article IV shall apply to the Real Property as hereafter set forth.

4.1 Creation of Lien and Personal Obligation for Assessments. Declarant, for each Lot owned within the Real Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, and (3) Utility assessments. All such assessments shall be established and collected as hereinafter provided. The annual, special and Utility assessments, together with interest at the rate provided in Section 4.8, costs, and reasonable attorney's fees incurred in connection with collection of assessments not paid when due, shall be a charge on each respective Lot and shall be a continuing lien upon each respective Lot against which each such assessment is made. Each such assessment, together with interest, expenses of collection, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when payment of the assessment (or installment thereof) fell due. The personal obligation for delinquent assessments (or installments on account thereof) shall not pass to his successors in title unless expressly assumed by them. Notwithstanding any other provision of this Declaration, Declarant and/or Builder shall only be required to pay, with respect to any unoccupied Lot (including a Lot with an unoccupied

residence on it) owned by it, an amount equal to twenty-five percent (25%) of the annual assessment and any special assessment which the Association has levied for each Lot owned by a party other than Declarant and/or Builder. Declarant and/or Builder shall pay the full amount of such annual and special assessments with respect to any occupied Lot owned by Declarant and/or Builder.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, welfare and recreation of the residents of the Lots; for the improvement and maintenance of the Open Space and H.O.A. Area services and facilities devoted to this purpose and related to the use and enjoyment thereof and the exterior of the houses situated upon the Lots under circumstances described in Section 5.1 hereof.

4.3 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner for residential use, the maximum annual assessment shall be Sixty Dollars (\$60.00) per Lot.

4.3.1 From and after January 1 of the year immediately following the year in which occurs the conveyance of the first Lot to an Owner for residential use, the maximum annual assessment may be increased by the Association each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

4.3.2 From and after January 1 of the year immediately following the year in which occurs the conveyance of the first Lot to an Owner for residential use, the maximum annual assessment may be increased more than five percent (5%) above the prior year's annual assessment by a vote of two-thirds (2/3) of

each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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

4.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the H.O.A. Area or Open Space, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

4.5 Notice and Quorum for Any Action Authorized Under Sections 4.3 and 4.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 or 4.4 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 of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting unless otherwise required by the applicable Maryland law. No such subsequent meeting shall be held more than sixty (60) days following the last preceding meeting at which a quorum was not available.

4.6 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

4.7 Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the H.O.A. Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period (but this shall not be required in the case of the first annual assessment). Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. If the Board of Directors should for any reason fail in the manner and within the time above stipulated to fix the annual assessment for any year, the assessment (and the due dates) for that year shall automatically be the same as for the preceding year, unless thereafter decreased by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A certificate of the Association executed by the President or a Vice President of the Association as to the status of payment of assessments on a Lot is binding upon the Association as of the date of its issuance.

4.8 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment or installment thereof not paid within thirty (30) days after the due date therefor shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against any Owner personally obligated to pay the same, and/or foreclose the

lien against any Lot involved. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Open Space or H.O.A. Area or abandonment of his Lot.

4.9 Notice of Lien. No action shall be brought to foreclose any lien for assessment or to proceed under the power of sale hereinafter provided until thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of said Lot, and a copy thereof is recorded by the Association in the Office of the Clerk of the Circuit Court for Baltimore County; such notice of claim must contain a good and sufficient legal description of any such Lot, the name and last known address of the record Owner or reputed Owner thereof, the amount claimed including interest on the unpaid assessment at the rate above specified, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien, and the name and address of the Association.

4.10 Foreclosure Sale. Any such sale provided for above is to be conducted in accordance with the provisions of the laws of the State of Maryland, applicable to mortgages and deeds of trust containing powers of sale, or in any other manner permitted by law. Such power of sale shall be deemed granted by each Owner to the person who from time to time is serving as President of the Association. The Association, through or by its duly authorized agents, shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

4.11 Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to execute an appropriate release of such claim, upon



payment by the defaulting Owner of a fee, to be determined by the Association, but not to exceed Fifteen Dollars (\$15.00) to cover the costs of preparing such release.

4.12 Cumulative Remedies. The lien for assessments and the rights of foreclosure and sale thereunder shall be in addition to and not in substitution of all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, interest and expenses of collection, as above provided.

4.13 Mortgagees. The lien provided for in Section 4.1 hereof shall be in favor of the entity acting but shall not be valid as against any bona fide purchaser (or bona fide mortgagee) of the Lot in question unless a suit to enforce said lien shall have been filed in any court in Baltimore County prior to the recordation among the Land Records of Baltimore County of the deed (or Mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such Mortgage).

4.14 Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all easements, restrictions, covenants, conditions, liens and charges now or hereafter imposed by the provisions of this Article IV.

4.15 Amendment. No amendment of this Declaration with respect to Articles II, III and IV may alter or affect any rights granted under such Articles to Declarant, any unit of government, any Utility company, or any other third party who is not an Owner, without the prior written consent of such party. In addition, no amendment affecting assessments, any property right, the right of any Owner to have, use or enjoy any easement or to

use the H.O.A. Area or Open Space, or the vested right of any party secured by a Mortgage shall be valid or of any effect unless such amendment has been approved in writing by each party having any such right or interest.

4.16 Notices. With the exception of the notice provision of Section 4.9, 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, postage prepaid, to the last known address of such member or Owner appearing on the records of the Association at the time of such mailing.

#### ARTICLE V

##### Reservation of Architectural Control

5.1 Scope of Control. Declarant hereby reserves the right to approve or disapprove any and all subdivisions, resubdivisions, exterior additions to, changes in, construction, alteration or excavation of the Real Property or of any Structure or improvement located thereon, either permanent or temporary, including, without limitation, additions to or of, changes in, or alterations of grade, landscaping, roadways, walkways, signs, exterior lights, walls, fences, buildings or other Structures or improvements located thereon which any person or entity seeks to commence, erect, place or maintain upon the Real Property.

5.2 Application for Approval. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any Lot, unless plans and specifications (including a description of any proposed new use) therefor shall have been submitted to and approved in writing by Declarant. Such plans and specifications shall be in

such form and shall contain such information as may be required by Declarant, but in any event shall include (i) a site plan of the Lot showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular Lot (including proposed front, rear and side setbacks and free spaces, if any are proposed) of all Structures, the location thereof with reference to Structures on adjoining portions of the Real Property, and the number and location of all parking spaces and driveways on the Lot, if any; and (ii) grading and landscaping plans for the particular Lot.

5.3 Declarant's Standards. The Declarant shall have the right to disapprove any plans and specifications submitted hereunder in its absolute discretion for any reason whatsoever, including, by way of example and not of limitation, the following:

5.3.1 The failure of such plans or specifications to comply with any applicable provision of this Declaration;

5.3.2 Failure to include information in such plans and specifications as may have been reasonably requested;

5.3.3 Objection to the exterior design, appearance or materials of any proposed Structure;

5.3.4 Incompatibility of any proposed Structure or use with existing Structures or uses upon the Real Property;

5.3.5 Objection to the location of any proposed Structure on the Real Property;

5.3.6 Objection to any grading and/or landscaping plan;

5.3.7 Objection to the color scheme, finish, proportion, style of architecture, height, bulk or appropriateness of any proposed Structure;

5.3.8 Objection to parking areas, roadways, driveways and walkways proposed for the Real Property on the grounds of (i) incompatibility of existing and/or proposed uses and Structures on the Real Property or (ii) insufficiency of capacity in relation to proposed use; or

5.3.9 Any other matter which in the judgment of the Declarant would render the proposed Structure, excavation, grading and/or landscaping inharmonious with the general plan of improvement of the Real Property or with Structures or uses located or proposed thereon.

5.4 Disapproval of Plans and Specifications. In any case where the Declarant shall disapprove any plans and specifications submitted hereunder or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In such case, the Declarant shall, if requested, make reasonable efforts to assist and advise the applicant for approval in order that an acceptable proposal can be prepared and submitted for final approval. However, a final decision of the Declarant shall be final and binding.

5.5 Rules and Regulations. The Declarant may promulgate rules governing the form and content of plans and specifications to be submitted for approval and may issue statements of policy with respect to the granting of approval or disapproval. Such rules and such statements of policy may be amended or revoked by the Declarant at any time, and no inclusion in, omission from or amendment of any such rule or statement, shall be deemed to bind the Declarant to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Declarant's discretion as to any such matter, but no change of policy shall affect the finality of any approval

granted prior to such change. Approval of any plans or specifications shall not be deemed a waiver of the Declarant's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other part of the Real Property. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be renoked or rescinded thereafter, provided (i) that the Structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in this Declaration, and (ii) that the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all Structures on and uses of the Lot in question.

5.6 Declarant's Failure to Approve or Disapprove. In the event that Declarant fails to approve or disapprove any plans and specifications as herein provided within sixty (60) days after submission thereof, the same shall be deemed to have been approved, as submitted, and no further action shall be required.

5.7 Enforcement.

5.7.1 Extinguishment of Violation by Owner. If any structure shall be altered, erected, placed or maintained on the Real Property, or any new use commenced thereon, otherwise than in accordance with plans and specifications approved by the Declarant pursuant to the provisions of this Article V, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation hereof and without the approval required herein, and, upon written notice from the Declarant, any such structure so altered, erected, placed or maintained upon the

Real Property in violation hereof shall be removed or realtered, and any such use shall be terminated so as to extinguish such violation.

5.7.2 Extinguishment of Violation by Declarant.

If within fifteen (15) days after the notice of such violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Declarant shall have the right, exercisable within thirty (30) days, through its agents and employees, to enter upon such Lot and take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding personal obligation of such Owner as well as a lien (enforceable in the same manner as a Mortgage) upon the Lot in question. The lien provided for in this Section 5.7.2 shall be in favor of the entity acting but shall not be valid as against a bona fide purchaser (or bona fide Mortgagee) of the Lot in question unless a suit to enforce said lien shall have been filed in any court in Baltimore County prior to the recordation among the Land Records of Baltimore County of the deed (or Mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such Mortgage).

5.8 Certificate of Compliance. Upon completion of the construction or alteration of any Structure in accordance with the plans and specifications approved by Declarant, the Declarant shall, upon written request of the Owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such Structure and the Lot on which such Structure is placed, and stating that the plans and specifications, the location of such Structure and the use or uses to be conducted thereon have been approved and that such Structure complies therewith. Preparation and recording of such certificate shall

be at the expense of such Owner. Any certificate of compliance issued in accordance with the provisions of this Section 5.8 shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all Structures on the Lot, and the use or uses described therein comply with all the requirements of this Article II and with all other requirements of this Declaration as to which Declarant exercises any discretionary or interpretative powers.

5.9 Fees. The Declarant may charge and collect a reasonable fee from any applicant for the examination of any plans and specifications submitted for approval pursuant to this Article, payable at the time such plans and specifications are so submitted.

5.10 Inspection. Any agent of the Declarant may at any reasonable time or times enter upon and inspect the Real Property and any improvements thereon for the purpose of ascertaining whether the maintenance of such property and the maintenance, construction and alteration of structures thereon are in compliance with the provisions hereof; and neither the Declarant nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

5.11 Delegation of Power. The power hereby reserved may be delegated by the Declarant in its discretion from time to time to a person or committee appointed, empowered and constituted by it, who shall serve and may be replaced at the pleasure of the Declarant:

## ARTICLE VI

### Construction and Sales Controls

6.1 Improvements. All improvements made to the Real Property shall be constructed in accordance with the Development Plan, the Record Plat and plans and specifications approved pursuant to Article V, Reservation of Architectural Control.

6.2 Lot Clearing and Grading. Builder shall perform all clearing and grubbing necessary for the development of the Real Property (exclusive of the Public Road) and necessary for the location of any dwelling upon a Lot for not more than approximately fifteen (15) feet beyond the perimeter of any dwelling to be erected on any wooded Lot with utility trench clearing as required; provided that, prior to conducting any clearing and grubbing on any Lot, Builder shall give Declarant at least seven (7) days' prior written notice stating the date on which the clearing and grubbing will commence on each such Lot; and Declarant shall have the right to supervise, control and direct the performance of such clearing and grubbing by the Builder or its contractors or subcontractors. Builder shall also perform all Lot grading for any improvements to be constructed thereon, including rough grading, foundation excavation, drainage swales and fine grading.

6.3 Preservation of Trees. Subject to the provisions of Section 4.7, Builder shall preserve all trees outside the area described in Section 6.2 above, unless approval shall have been granted by Declarant in writing to remove said trees, as marked on a Development Plan of the particular Lot in question.

6.4 Planting of Trees. Builder shall plant at locations approved by Declarant not less than one (1) tree of a size and species as approved by Declarant in the front yard of



each Lot and shall landscape vacant areas of the Real Property in such manner as Declarant may reasonably require.

6.5 C.A.T.V. Access. Builder shall grant reasonable access to any dwelling under construction at rough-in stage for C.A.T.V. or similar installation.

6.6 Postal Service Facilities. Builder shall deliver keys for any cluster postal delivery boxes which may be installed on the Real Property to Lot Owners and shall maintain the same.

6.7 Restoration of Roads. Builder shall repair any damage to public roads within White Marsh caused by the construction activities of Builder, its contractors, subcontractors, agents, employees and other invitees.

6.8 Sedimentation Controls. Builder shall install and maintain sedimentation and erosion controls with respect to the Real Property.

6.9 Ground and Surface Water. Builder shall install any piping to carry ground water and surface water encountered on the Real Property to the storm drainage system of the Real Property or to some other outfall suitable to Declarant.

6.10 Restoration of Utilities. Builder shall repair and restore to a good and serviceable condition any Utilities which may have been damaged or otherwise affected by the construction activities of Builder, its contractors, subcontractors, agents, employees and other invitees.

6.11 Construction of Sidewalks. Builder shall construct or cause to be constructed at its expense all sidewalks upon the Real Property as shown on the Development Plan except for that portion of such sidewalks which are to be located and

constructed (i) along Burnam Woods Court as shown on the Development Plan, and (ii) in the Stillwood Circle right-of-way between Blocks A and C. Such construction shall be performed upon each Lot promptly following the completion of the curb and base course paving in front of each such Lot or the construction of a dwelling on each such Lot, whichever shall last occur.

6.12 Utility Connections, etc. Builder shall perform or cause to be performed all acts and shall bear all costs required (a) to connect the sewer and water mains installed pursuant to the Public Works Agreement from any Public Road or easement to Builder's dwelling units constructed upon the Lots; (b) to provide adequate drainage of the Real Property, including all costs of connecting said drainage system to the public storm drain system, as required by sound engineering and by the County but excluding any off-site drainage; (c) to provide electrical and telephone service from the main trunk lines in the Public Roads to the units in the Real Property; (d) to provide all other site improvements not set forth in the Public Works Agreement; and (e) to perform all grading for any transformers or other facilities to be located on any Lot by any public utility company.

6.13 Changes in Construction Plans, etc. No more than one townhouse dwelling unit shall be constructed on each Lot. Unless Declarant shall have in each instance given its prior written consent thereto, which consent shall not be unreasonably withheld, Builder shall make or permit (i) no modification or amendment of any kind to the detailed plan and specifications approved pursuant to Article II and (ii) no modification or amendment of the Record Plat or Development Plan.

6.14 Maintenance of Real Property. From the time the Builder purchases any Lots hereunder until the last dwelling unit

which can be built on the Real Property is completed and sold to an Owner for residential purposes, Builder shall keep or cause to be kept the developed and undeveloped portions of the Real Property in a clean, orderly and attractive condition, and shall not dispose of any material on the land of Declarant.

6.15 Sales Reports. From and after the date on which Builder shall have commenced the promotion for sale and selling of dwellings constructed or to be constructed on the Lots and continuing until all dwellings in Real Property have been sold, Builder shall furnish to Declarant at least once every week a sales report containing such information as is customarily procured by Builder's sales representatives with respect to the purchasers which can specifically contain the unnamed purchaser's prior zip code, family size, household income, age, and the number of cars owned by the purchaser's household. During said period Declarant will provide Builder at Builder's request, such similar information as is supplied to Declarant by other builders of portions of White Marsh. Builder shall supply Declarant with a copy of Builder's agreement with its sales representatives.

6.16 Disclosure to Lot Purchasers. At or prior to contracting to sell any Lot to any purchaser, Builder shall furnish to such purchaser a copy of this Declaration, a copy of any H.O.A. Area and Open Space Declaration, and copies of the Articles of Incorporation and By-laws of the Association, which then encumber such Lot, and shall obtain from such purchaser a written acknowledgment of the receipt of the foregoing. Such acknowledgments shall be available for inspection by Declarant upon its request. Builder shall display a copy of the Development Plan for the Real Property in Builder's sales office.

6.17 Model Homes. Once Builder shall have commenced the promotion for sale or the selling of Lots, Builder shall keep

one or more of its model homes staffed by a sales representative and open for inspection by prospective purchasers for at least forty (40) hours each week including at least eight (8) hours a day on Saturdays and Sundays.

6.18 Advertising. At least three (3) days prior to the use of any written materials, charts, models, displays, radio, television, newspaper or other media for the purpose of advertising the sale of any Lots or dwellings thereon, Builder shall submit to Declarant for its prior approval a copy, transcript, sample or detailed explanation or specification of each such item as may be necessary to inform Declarant of the form, nature and content of such advertising matter. No such matter shall be used if the same shall reasonably be disapproved by Declarant. If, within three (3) days of the receipt of any such submission, the Declarant shall not have approved or disapproved the same, the Declarant shall be deemed to have approved such matter for use by Builder.

6.19 Reference to Locale. Unless otherwise approved by Declarant, all advertising utilized by the Builder for the sale of dwellings on the Real Property shall make specific reference to the area in which the dwellings are located as "at White Marsh."

6.20 Construction Camp and Site Maintenance.

6.20.1 Construction Camp. Any construction camp operated and maintained at the Real Property for Builder's storage of equipment, materials and supplies shall be screened in a manner satisfactory to Declarant and shall be maintained in a neat and orderly condition. Builder shall bear all costs relating to the operation and maintenance of such construction camp, including screening.

6.20.2 Maintenance of Real Property. During the course of Buyer's construction upon the Lots, Builder shall maintain all Lots owned by Builder in a neat and orderly condition and shall conduct at least weekly cleanups of its operations at the entire Real Property.

6.20.3 Builder's Failure to Maintain. In the event that Builder shall fail within twenty-four (24) hours after written notice by Declarant, to properly screen or maintain its construction camp, to maintain all Lots owned by Builder in a neat and orderly condition, or to perform such weekly cleanups, Declarant, in addition to all other rights and remedies, shall have the right to perform any Builder's obligations under this Section at the expense of Builder, who shall reimburse Declarant upon demand for any such expenses to incurred.

6.21 Compliance with Laws. Builder shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations (specifically including all laws, regulations and the like relating to sedimentation and ecological controls and to fair housing) of the federal, state and county governments and all other governmental authorities concerning all construction, development and sales activities of Builder conducted upon or with respect to the Real Property or any Lot or Lots therein whether the same are in force at the date of this Declaration or may in the future be passed, enacted or directed, and Builder shall hold harmless and indemnify Declarant from and against and pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including reasonable counsel fees that may in any manner arise out of or be imposed because of failure of Builder to comply with the covenants of this Section 3.21; provided, however, that Builder shall have the right to contest at its own cost and expense the

right of any governmental authority to enforce compliance with the aforesaid, any of such laws, ordinances, requirements, orders, directives, rules and regulations.

6.22 Conduct of Operations and Indemnification.

Builder covenants to conduct its operations upon or with respect to the Real Property in a safe and workmanlike manner and to restore and pay for, at Builder's sole cost and expense, any damage caused by Builder, its agents, employees, contractors and subcontractors to the land or improvements thereon at White Marsh as a result of Builder's construction or related activities on or with respect to the Real Property, including but not limited to, street curbing on Public Roads and/or H.O.A. Area within the Real Property. Builder shall indemnify and save harmless Declarant from and against any and all liability, damage, penalties or judgments arising from injury to person or properties sustained by anyone in and about the Real Property resulting from any act or acts or omission or omissions or any failure to perform the obligations hereunder of Builder or Builder's agents, employees, invitees, licensees, customers, contractors or subcontractors. Builder shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Declarant or in which Declarant may be impleaded with others upon any such above-mentioned matter, claim or claims.

6.23 Construction of Model Homes. Construction of not less than two (2) model homes upon the Lots shall be commenced and diligently prosecuted by Buyer to completion within a reasonably prompt period of time from the date of this Declaration.

## ARTICLE VII

### Use Restrictions

7.1 Townhouse Family Dwellings. No dwelling shall be commenced, erected, altered, placed or permitted to remain on any Lot other than one townhouse dwelling not to exceed two and one-half stories in height. Each dwelling shall be designed for occupancy by a single family.

7.2 Temporary Buildings. No temporary building, trailer, garage, tent or building in the course of construction shall be used, temporarily or permanently, as a residence on any Lot.

7.3 Residential Use. All Lots upon the Real Property shall be used for private residential purposes only. No activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to Owners of other Lots. Notwithstanding anything to the contrary herein contained, with the written approval of Declarant and until such approval may be revoked, any Lot may be used for model home purposes or for the maintenance of a real estate office during the construction and development period in connection with the marketing of dwellings situate within the Real Property.

7.4 Protection of Environment. No Lot shall be used so as to cause any air, water or noise pollution adversely affecting the Real Property or Lots. No Lot shall be used or maintained so as to cause any erosion of soil or sediment on the Real Property or Lots located therein.

7.5 Exterior Lighting. No exterior lighting on the Lot shall be directed outward from the boundaries of the Lot, and mercury lights may not be used for exterior lighting.

7.6 Utility Structures. No Utilities, including 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; and no external or outside antennas shall be erected or maintained without prior written approval as provided in the Reservation of Architectural Control.

7.7 Tree Removal. No tree having a diameter of six (6) inches or more measured from a point two (2) feet above ground level shall be removed from any Lot without the express written authorization of the Declarant herein when such tree is more than ten (10) feet from the perimeter of the dwelling located, or to be located, on the Lot. The Declarant, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Real Property.

7.8 Exterior Clotheslines. No permanent type of exterior clothesline or clothes dryer shall be erected, installed or maintained on any Lot, and only a collapsible or retractable type clothesline or clothes dryer shall be used and then only to the rear of the dwelling.

7.9 Subdivision. No Lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise without prior written consent of Declarant.

7.10 Trash Storage and Removal. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot (other than in an approved structure) except building material during the course of construction of any approved structure. Trash or other refuse is to be disposed of by being picked up and carried away on a regularly occurring basis. Containers may be placed in the open on any day that a



pickup is to be made at such place on the Lot so as to provide access to persons making such pickup. At all other times, such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. All procedures for the removal of materials, trash or other refuse shall be as approved or required by Baltimore County.

7.11 Livestock. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. The Declarant may from time to time publish and impose reasonable regulations setting forth the type and number of such pets that may be kept on any Lot.

7.12 Signs. No sign of any kind (except for customary signs showing street number and name of resident) shall be erected, displayed or maintained on any Lot except one (1) lawful sign not more than nine (9) square feet advertising the Lot for sale or rent. This provision, however, shall not apply to any signs used by Builder to advertise the Lots or Real Property during the construction and sales period.

7.13 Vehicles.

7.13.1 Passenger Vehicles. Except as provided in Section 7.13.2, (i) no vehicles shall be parked or placed on the Real Property, except in paved areas designated for parking, (ii) no truck, camper, recreational motor home, boat, mobile home, trailer of any kind or other motor vehicles shall be kept on the Real Property except for passenger vehicles in regular operation, (iii) no motor vehicle shall be constructed, reconstructed or repaired upon the Real Property unless necessitated by emergency circumstances, and (iv) no commercial vehicles of any nature

shall be parked or stored upon the Real Property, except for commercial vehicles providing services to one or more Owners or Occupants of the Real Property, and in that event, only for the duration necessary to provide such services.

7.13.2 Exception. The provisions of Section 7.13.1 shall not apply to any trucks, trailers or other vehicles of any kind used by the Builder or Owner, their agents, contractors and subcontractors, exclusively in connection with the development, construction, repair or maintenance of improvements to the Real Property.

7.14 Easement Areas.

7.14.1 Reservation of Easements. Declarant hereby expressly reserves unto itself, its successors and assigns, easements, in, on, under, over and through those strips or parcels of land designated on the Record Plat as "Drainage, Utility and Access Easement," "Drainage and Utility Easement," or otherwise designated as an easement area for the construction, installation, use and maintenance of sanitary and storm water sewers, lines for water and for other Utilities.

7.14.2 Limitation of Use of Easement Areas. In those strips or parcels of land designated on the Record Plat as "easement" areas or otherwise designated as easement areas, no structure or 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 directional 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 thereon (except improvements, installations or maintenance for which a public authority or utility company is responsible) shall be maintained by the Owner of the Lot.

7.14.3 Easement for Yard Maintenance. Perpetual easements are hereby reserved to the Owner of each Lot and Declarant, their respective personal representatives, successors and assigns, over those areas designated on the Record Plat as "Drainage, Utility and Access Easement" for the purpose of access to the rear of the Lots, specifically including access for the purpose of maintaining lawns, trees, shrubs, dwellings and other improvements to the Lots.

7.15 Loudspeakers. No broadcast or loudspeaker units shall be placed upon or outside or be directed to the outside of any building without prior written approval and authorization of the Declarant.

7.16 Incinerators. No incinerators or like equipment shall be placed, allowed or maintained upon any Lot. The foregoing shall not be deemed to preclude the use in customary fashion of outdoor residential barbeques or grills.

7.17 Right of Entry for Inspection. In carrying out the provisions hereof, the Declarant and its agents may come upon any of the Real Property during reasonable hours for the purposes of inspection and in relation to the enforcement and administration of the provisions of this Declaration and any rules and regulations adopted and promulgated pursuant to the provisions hereof. The Declarant and its agents shall not be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection.

7.18 Alteration of Lot Lines. Declarant reserves the right to alter lot lines between Lots owned by it. Builder shall have the right to alter lot lines between Lots owned by it with the prior written approval of the Declarant.

7.19 Setbacks. No building or structure shall be located nearer to the front of any Lot than the building setback line on the Record Plat for such Lot.

7.20 Conflict with Reservation of Architectural Control. Nothing contained in these Use Restrictions is intended to limit the nature or extent of the provisions of the Reservation of Architectural Control or to waive or to modify or suggest standards with reference to the requirements thereof. In case of conflict between the provisions of these Use Restrictions and the provisions of the Reservation of Architectural Control, the provisions of the Reservation of Architectural Control shall prevail.

7.21 Party Walls.

7.21.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the townhouse residences 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 Section 7.21, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

7.21.2 Easements for Encroachments. In the event that any portion of any party wall of any dwelling as originally constructed by the Builder shall protrude over an adjoining Lot, such party wall shall not be deemed to be an encroachment upon the adjoining Lot or Lots, and Owner shall neither maintain any action for the removal of a party wall, nor any action for damages. In the event there is a protrusion as described in the immediately preceding sentence, it shall be deemed that said Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection of

such party wall. The foregoing shall also apply to any replacements of any structures or party walls if the same are constructed in conformance with the original structure of party wall constructed by the Builder. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this Declaration.

7.21.3 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of such wall.

7.21.4 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 Owner(s) 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 Owner(s) to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

7.21.5 Weatherproofing. Notwithstanding any other provision of this Section 7.21, an Owner who by his negligent act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

7.21.6 Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Section 7.21 shall be appurtenant to the land and shall pass to such Owner's successors in title.

7.21.7 Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Section 7.21, the matter shall be submitted to the Board of Directors of the Association, who shall decide the dispute and whose decision shall be final and conclusive on all parties.

7.22 Variances. The Declarant hereby reserves the authority and power to grant reasonable variances from the provisions of this Declaration, or any portion thereof, in order to overcome practical difficulties and to prevent unnecessary hardship in the application of the provisions contained herein; provided, however, that such variances shall not materially injure any of the Real Property or improvements thereto. No variance granted pursuant to the authority contained herein shall constitute a waiver of any provision of this Declaration as applied to any other person or property.

7.23 Developer's Reserved Rights. The Declarant reserves the right, from time to time, with respect to such portions of the Real Property as are owned by it (i) to subdivide and resubdivide such portion or portions of the Real Property, and (ii) to delineate, plat, grant, reserve, locate or relocate within such portions of such Real Property such Public Roads, H.O.A. Area, Open Space, setback lines and easement areas, as it may deem necessary or desirable for the development of such portion of the Real Property.

7.24 Underground Installations. No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground except hoses and movable pipes used for irrigation purposes. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

## ARTICLE VIII

### Exterior Maintenance

8.1 Covenant for Maintenance. Each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair, including but not limited to, the

seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. If, in the opinion of Declarant, any Owner fails to perform the duties imposed by the preceding sentence, Declarant, or any assign thereof pursuant to Section 9.3, or the Association, if such right and authority shall have been assigned thereto, after approval by a two-thirds (2/3) decision of the Board of Directors of the Association, and after fifteen (15) days' written notice to the Owner to remedy the condition in question, shall have the right, through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot or such improvements and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a Mortgage) upon the Lot in question.

8.2 Mortgagees. The lien provided for in Section 8.1 hereof shall be in favor of the entity acting but shall not be valid as against any bona fide purchaser (or bona fide Mortgagee) of the Lot in question unless a suit to enforce said lien shall have been filed in any court in Baltimore County prior to the recordation among the Land Records of Baltimore County of the deed (or Mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such Mortgage).

8.3 Landscape Maintenance. Declarant, or any assignee thereof, pursuant to Section 9.3, shall have the right to enter upon any Lot and trim or prune, at the expense of the Owner, any hedge or other planting which in the opinion of the Declarant or its Assignee, by reason of its location upon the Lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or the street traffic or is

unattractive in appearance; provided, however, that the Owner shall be given written notice fifteen (15) days prior to such action.

## ARTICLE IX

### Enforcement, Duration and Amendment

#### 9.1 Covenants Running With the Land; Enforcement.

The provisions of this Declaration shall run with and bind the Real Property, shall inure to the benefit of and be enforceable by Declarant (or the Association by written delegation pursuant to Section 9.3 hereof) and the Owner of any Lot included in the Real Property, their respective personal representatives, successors and assigns, until the thirty-first (31st) day of December of 2010, after which time said provisions shall be automatically extended for successive periods of ten (10) years.

9.2 Amendment. This Declaration may not be amended in any respect except by the execution of an instrument signed by the Owners of not less than ninety percent (90%) of the Lots, which instrument shall be filed for recording among the Land Records of Baltimore County, Maryland or in such other place of recording as may be appropriate at the time of the execution of such instrument. After December 31, 2010, this Declaration may be amended and/or terminated in its entirety by an instrument signed by not less than sixty-seven percent (67%) of the Lot Owners, which instrument shall be filed for recording among the Land Records of Baltimore County, Maryland, or in such other place of recording as may be appropriate at the time of the execution of such instrument.

9.3 Assignment by Declarant. Any or all of the rights and powers (including discretionary powers and rights and powers of consent and approval) herein reserved by, granted to, or



conferred upon the Declarant may be assigned or transferred by the Declarant, at its election and in its sole discretion, to any one or more corporations or associations or committees of individuals, including the Association, agreeing to accept the same, and any such assignment or transfer of such rights and powers may be made by the Declarant as to all of said Real Property or as to any part or parts thereof and may be to different parties or to different parts of the Real Property. Any such assignment or transfer shall be evidenced by an appropriate instrument duly executed by the Declarant and recorded among the Land Records of Baltimore County or such other place of recording as may be appropriate at the time of the execution of such instrument; and upon such recordation thereof, the grantee or grantees, transferee or transferees of such rights and powers shall thereupon and thereafter have the right to exercise and perform all of the rights and powers so assigned or transferred by such instrument, in lieu of the Declarant, upon and subject, however, to such limitations, conditions, reservations and provisions that may be imposed by or set forth in such instrument of assignment or transfer. Such instrument assigning or transferring such rights and powers as aforesaid may, among other things, provide for future or further assignment or transfer of such rights and powers, as aforesaid, to others by the grantee or transferee named therein. No such assignment shall be deemed to arise by implication.

#### 9.4 Declarant's Discretionary Rights and Powers.

Notwithstanding anything contained in this Declaration, only the Declarant, or its assignee under Section 9.3 hereof, shall have the right to exercise the rights and powers (including any discretionary rights and/or powers and the powers of consent and approval) herein reserved by, granted to, or conferred upon the Declarant. If at any time Declarant ceases to exist and has not

made any such assignment or transfer, a successor of Declarant may be appointed to exercise Declarant's reserved powers by the written consent of the Owners of fifty percent (50%) of the Lots. The Declarant is hereby released from any liability for the performance or exercise of any of Declarant's reserved rights and powers assigned or transferred in accordance with this Section.

9.5 Baltimore County Approval. Notwithstanding anything herein contained, this Declaration shall not be amended or terminated as to all or any part of the H.O.A. Area, Open Space or Drainage Reservation unless approved by Baltimore County.

#### ARTICLE X

##### General

10.1 Violations. Violation or breach of any provision herein contained shall give Declarant or the Association, to the extent that any of them may have a right of enforcement thereunder, their respective personal representatives, successors and assigns, in addition to all other remedies, the right to enter upon the land upon or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the Owner thereof, any Structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the said parties shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal. Nothing herein contained shall be deemed to affect or limit the rights of the Owners of the Lots within the Real Property, when entitled to do so, to enforce this Declaration by appropriate judicial proceedings.

10.2 Non-waiver. The failure of Declarant, the Association or the Owner of any Lot included in the Real Property, their respective personal representatives, successors and assigns, to enforce any provision herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

10.3 No Reverter. No provision herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

10.4 Partial Invalidity. The determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

10.5 Damages Inadequate. Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction as well as any other available relief either at law or in equity.

10.6 Attorney's Fees. Any party to a proceeding who succeeds in enforcing a provision or enjoining the violation of a provision against a Lot Owner may be awarded a reasonable attorney's fee against such Lot Owner.

10.7 Interpretation. The Declarant shall have the right and power to construe and interpret the the provisions of this Declaration, and in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof. Any conflict between any construction or interpretation herein provided

for and that of any other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of Declarant.

10.8 Rules and Regulations. Declarant hereby reserves the right and power to adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration.

10.9 Conditional Approval. In granting any permit, authorization or approval, as herein provided, Declarant may impose any conditions or limitations thereon as it shall deem advisable under the circumstances of each case.

10.10 Captions. The captions of the Articles and Sections herein are for convenience only and shall not affect the meanings or interpretation of the contents hereof.

10.11 Rights of Mortgagees. No violation of this Declaration shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon any portion of the Real Property; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagee's or foreclosure sale, shall be bound by and subject to this Declaration as fully as any other Owner of any portion of the Real Property.

10.12 Acceptance of Deed. Each grantee by accepting a deed, lease or other instrument conveying any interest in any Lot, whether or not the same incorporates or refers to this Declaration, covenants for himself, his personal representatives, successors and assigns, to observe, perform and be bound by this Declaration and to incorporate the same by reference in any deed or other conveyance of all or any portion of his interest in any Real Property subject hereto.

10.13 Gender and Number. Terminology herein relating to gender and number is employed for convenient expression and not for purposes of limiting the applicability of the provisions hereof. The use of the singular shall be taken to include the plural and the use of the masculine gender shall be taken to include all genders.

10.14 Limitation of Applicability. Nothing contained in this Declaration shall be construed or implied to bind or apply to any land other than the Real Property. Further, it is recognized that the land shown on the Record Plat not included within the Real Property as herein defined will be subjected to one or more declarations of covenants, conditions, easements and restrictions which may be different from those herein provided, and, therefore, in furtherance of the provisions of this Section, it is specifically recognized and hereby provided that nothing contained in this Declaration shall be construed or implied to bind any such land shown on the Record Plat and not included within the Real Property as herein defined.

WITNESS the due execution hereof as of the day and year first above written.

WITNESS:

THE WHITE MARSH JOINT VENTURE,  
a Maryland General Partnership

BY: NOTTINGHAM VILLAGE, INC.,  
General Partner

BY: \_\_\_\_\_ (SEAL)  
President

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 1983, before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared, \_\_\_\_\_, President of NOTTINGHAM VILLAGE, INC., General Partner of \_\_\_\_\_

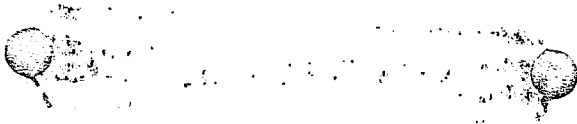
THE WHITE MARSH JOINT VENTURE, and he acknowledged the foregoing Declaration on behalf of said Partnership.

AS WITNESS my hand and Notarial Seal.

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NOTARY PUBLIC

My commission expires: 7/1/86



Stillwood Hoff

President -

Camila Wondolowski

410.491.9224