

H-953:07/06/87:940

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

by

DECLAR B RC F TO
SM CLERK TO
#73744 C004 R01 T1
07/87

CHERRY HILL ROAD PARTNERSHIP

for

Franklin Mills Townhouse Association, Inc.

Dated: July 10, 1987

*Atlanticville
10715 Charter Dr.
Columbus 21044*

The Property as shown on the aforesaid plats is the development intended for Franklin Mills Townhouse Community and contains the perimeter outline of the property laid out thereon by metes and bounds description and number designations. It contains in all twenty-eight (28) residential lots designated as Lots 1 through 28, inclusive, and a community owned common area lot as designated on the Plat aforesaid as "H.O.A. Open Space", and the bed of that certain access road known as Maren Court, presently shown on said Plat, which will be dedicated and offered for conveyance to Baltimore County, Maryland, for the maintenance of a public roadway. Each lot shown on the aforesaid plat carries separate locational and dimensional data for distinctive identification.

The aforesaid community open space designated on the said Plat and entitled, "H.O.A. Open Space" is an unimproved area which is set aside by Declarant to be the Common area for all homeowners and other authorized users and upon parts of which Common Area parking of vehicles for homeowners and other authorized persons is planned and permitted. The surface of all parking areas will be initially graded and paved by the Declarant and thereafter be maintained by the Association.

Certain of the aforesaid community parking areas will also extend into a part of the beds of the Public Road known as Maren Court as shown on the aforesaid Plat E.H.K. Jr. 55, folio 42. After said parking areas have been graded and paved by the Declarant, Baltimore County, Maryland has an option to acquire fee simple title to the bed of said Road known as Maren Court as shown on Plat E.H.K. Jr. 55, folio 42. Upon satisfactory completion of said grading and paving by the Declarant, the bed of said Road known as Maren Court shall be offered by fee simple conveyance to Baltimore County, Maryland. This conveyance may be accepted by said Baltimore County, Maryland, without any obligation to maintain such community parking areas as a public responsibility and with the specific continuing obligation of the maintenance of such community parking areas to be assumed and accepted by the Association.

B. Development Plan

Declarant deems it to be in the best interest of future homeowners of the individual residential lots within the Property as above defined in the Subdivision as designated on the Plat aforesaid as the "Roschen Property" to establish a community identity, similar to other townhouse areas existing in Baltimore County, Maryland, with an association to be formed and incorporated as Franklin Mills Townhouse Association, Inc. (the "Association"), a new Maryland corporation. This shall be a Maryland non-profit corporation organized to operate exclusively for civic, social, recreational, community and related public

purposes and to take ownership and possession of and provide for the maintenance and preservation of certain open space or Common Areas described and designated herein and elsewhere as property to be utilized impartially and equitably for the good of all future homeowners of said lots, and which corporation shall have the obligation and duty to administer and enforce the provisions of this Declaration to effect these aims.

ARTICLE I

DEFINITIONS

Section 1. "ASSOCIATION" means and refers to the FRANKLIN MILLS TOWNHOUSE ASSOCIATION, INC., a Maryland non-stock corporation, its successors and assigns.

Section 2. "PROPERTY" means and refers to that certain real property described hereinbefore in the Statement of Facts and Purposes, Paragraph A.

Section 3. "COMMON AREA" means and refers to any and all areas of land designated as such or otherwise designated as "H.O.A. Open Space " or "Community Owned Open Space" on the recorded subdivision plat of the property and as set aside and intended for the common use and enjoyment of the owners of lots.

Section 4. "LOT" means and refers to each plot of land shown upon the recorded subdivision plat of the property as a residential lot. The word "lot" when used herein with reference to Common Area is the area so designated on the subdivision plat upon which it appears.

Section 5. "MEMBER" means and refers to every person or entity who holds membership in the Association as provided for in ARTICLE II hereof.

Section 6. "OWNER" means and refers to the record owner, whether one or more persons or entities, of a leasehold or fee simple title to any lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation or the owner of a redeemable reversion in fee or ground rent.

Section 7. "DECLARANT" means and refers to CHERRY HILL ROAD PARTNERSHIP ("CHRP"), its successors and assigns, including any such successor or assignee which acquires title to more than one undeveloped lot either by sale, assignment or foreclosure of any security instrument to which any portion of the property is subject.

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Section 8. "FEE TITLE" to each residential and Common Area lot shown on said Plat E.H.K. Jr. 55, folio 42 when conveyed by Declarant or assigns shall not extend beyond the specific lot outlines as shown on said plat.

Section 9. The phrase "Franklin Mills Townhouse Community Covenants" or similar terminology means this instrument.

ARTICLE II

PROPERTY RIGHTS

Section 1. Easement of Enjoyment.

Owner's Easement of Enjoyment. Notwithstanding anything herein to the contrary, each Owner of a Lot described herein shall have a non-exclusive right and easement of enjoyment in common with others for ingress, egress and regress in, over and through the Common Area as herein defined and the bed of road known as Maren Court as shown on the aforesaid Plat recorded among the Land Records of Baltimore County as Plat E.H.K. Jr. 55, folio 42 to and from their respective Lot to and from the public road known as Franklin Boulevard. Such easement shall run with and bind the Property and shall be appurtenant to and shall pass with the title to each and every Lot.

Member's Easement of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Area. Such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to (i) limit from time to time the number of guests which any Member may allow to use the Common Area or any recreational facility which might be established on the Common Area, and (ii) to establish uniform rules and regulations pertaining to the use of the Common Area and facilities thereon.

(b) The right of the Association to levy annual and special assessments for the maintenance of the Common Area and to charge reasonable admission, maintenance and other fees for the use of any recreational facility which might become situated upon the Common Area.

(c) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, and with the assent of two-thirds (2/3) of the votes of each class of Members entitled to vote, computed separately, expressed at a meeting duly called for such purpose at which a quorum is present, to borrow money for the purpose of improving the Common Area and the facilities thereon and in aid thereof, with the further assent evidenced by

two-thirds (2/3) vote of the Members of each class entitled to vote, computed separately, to mortgage said Common Area and the rights of such mortgagee in said Common Area shall be superior to the general rights of the homeowners hereunder; in the event of a default upon any such mortgagee, the Lender's rights shall be limited to a right, after taking possession of such area, to charge admission and other fees as a condition to continued enjoyment by the members until the mortgage debt is satisfied, whereupon the possession of such area shall be returned to the Association and all rights of the Members shall be fully restored; provided that, under no circumstances shall the rights of the members of ingress, egress and parking be affected by any such default.

(d) The right of the Association to suspend a Member's voting rights and the right to use the recreational facilities (1) for any period during which any assessment against his lot remains unpaid and (2) for a period not to exceed sixty (60) days for any violation of its published rules and regulations. Assessments shall continue during any suspension period.

(e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been previously executed, acknowledged and recorded, approving such dedication or transfer.

(f) The right of Declarant (and its sales agents and representatives) to the non-exclusive use of the Common Area for purposes of display, exhibit, advertisement, and ingress and egress to other areas of the Property being developed, or for purposes of access to any unit used for or as a model home sales unit, which rights Declarant hereby reserves. Such reservation shall be for a period of not more than five (5) years after the conveyance of the first Common Area to the Association, or the sale of all the residential Lots within the Property, whichever is the earlier; provided, further, that no such use by Declarant or its sales agents or representatives shall unreasonably restrict the Members in their use and enjoyment of the Common Area. For the purposes hereof, the "sale of all residential lots" shall mean the conveyance of all of such Lots and the dwellings thereon for use as a residential dwelling and shall exclude any sale for the purposes of financing, marketing and/or sales display purposes.

Section 2. Delegation of Use. Any Member may delegate, in accordance with the By-Laws, his right of enjoyment to the

Common Area to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey the Common Area to the Association prior to the conveyance by it of any Lot within the property to any prospective Owner, all as defined in ARTICLE I hereof.

ARTICLE III

MEMBERSHIP

Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The foregoing does not include any person or entity having such record interest merely as security for the performance of an obligation by another. Ownership of a Lot is the sole qualification for membership.

Class A. Class A Members shall be all Owners with the exception of the Class B Members.

Class B. The Class B Members shall be the Declarant as above defined and any person, firm or corporation to which the Declarant shall transfer two or more undeveloped Lots for the purpose of development.

ARTICLE IV

VOTING RIGHTS

The Association shall have two classes of voting membership.

Class A. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by ARTICLE III. When more than one person holds such interest in any Lot, all such persons shall be Members but the vote for such Lot shall be apportioned into as many fractions of the whole as there are Owners, so that in no event shall more than one full vote be cast with respect to any Lot.

Class B. Class B Members shall be entitled to three votes for each Lot in which they hold the interest required for membership by ARTICLE III.

Conversion. Class B membership shall cease and be converted automatically to Class A membership as to each Lot on the happening of the earlier to occur of the following events:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) January 31, 1994; or
- (c) the filing of Declaration among the Land Records of Baltimore County by the Declarant relinquishing Class B membership.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant for each Lot owned within the property, hereby covenants, and each Owner of any Lot by hereafter accepting a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected from time to time as hereinafter provided. However, the assessment for the Declarant for any vacant Lot or any Lot superimposed with an unoccupied or unsold house thereupon shall be twenty-five percent (25%) of the assessment levied against improved Lots of transferee Class A Members.

The annual and special assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation for payment of the person who was the Owner of such property at the time when the assessment became due. This personal obligation for payment shall not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively within the Franklin Mills Townhouse Community to maintain and provide common green areas, street and parking facility improvements as necessary, sidewalks, public safety, the aesthetic appearance of Franklin Mills, snow removal, and for such other purposes and functions as are permitted and sanctioned for exempt organizations under

Section 501(c) (3) and (4) of the Internal Revenue Code together with any amendments or supplements thereto and to enforce the terms and provisions of this Declaration.

Section 3. Basis and Maximum of Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the initial and maximum annual assessment for each Lot shall be Four Hundred Thirty-Two and No/100ths----- Dollars (\$432.00) annually to be levied and paid (pro rata initially) in advance beginning, as to each Lot, with the first day of the month following transfer of record ownership of a title to the Common Area from Declarant to Association.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by vote of the Board of Directors up to five percent (5%) annually over the assessment of the preceding year, effective January 1 of each year and without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year above said maximum of 5% for the next succeeding three (3) years and at the end of such period of three (3) years, for such succeeding periods of three (3) years; provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of Members entitled to vote, computed separately, at a meeting duly called for this purpose, and with prior written notice of the purpose thereof sent to all Members not less than fifteen (15) days and not more than thirty (30) days in advance of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors shall fix the annual assessment at an amount not in excess of the maximum permissible.

(d) Until positive action to the contrary is taken by the Board of Directors, the maximum and minimum annual assessment for each Lot shall be Four Hundred Thirty-Two and No/100ths--- Dollars (\$432.00) due and payable January 1 of each calendar year in advance for the ensuing twelve (12) month period except as otherwise herein qualified.

Section 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 or reconstruction, unexpected repair or replacement of a described capital improvement within the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment, when levied, shall contain the terms and method of payment therefor and shall have been previously approved by the assent of two-thirds (2/3) of the votes of each class of Members entitled to vote, computed separately, who are voting in person or by proxy at a meeting duly called for this purpose with prior written notice of the purpose thereof sent to all Members not less than fifteen (15) days and not more than thirty (30) days in advance of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots except for the special condition for limited duration applicable to the Declarant as noted in Section 1 of this Article V.

Section 6. Quorum for any Action Authorized Under Section 3 and 4. At the first meeting called, as provided for in Sections 3 and 4 hereof, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership entitled to vote shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called after proper notice, subject to the notice requirement set forth in Sections 3 and 4 above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 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 by Declarant of the Common Area. The first annual assessment of each Lot shall be pro rated according to the number of months remaining thereafter in the calendar year and shall be a charge and lien due and payable the year of the assessment at the time of transfer of ownership from the Declarant. Thereafter, all annual assessments shall be levied and become due and payable January 1 of each year. The Board of Directors shall fix the amount of the annual assessment against such lots at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner. The due dates and amounts of all special assessments shall be established by the Board of Directors from time to time.

The Association shall, upon demand in writing by the Owner or his proper representative, furnish an Estoppel Certificate in writing within seven (7) days signed by an officer

*Annual Assessment
9/20/19 = 1020.00 per yr
Late Fee
\$10.20
Per month
Charged in
December
12% total
= 122.40
Charged in
December*

of the Association, setting forth the amount of all assessments on any specified lot and whether or not such have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. Failure to furnish said certificate within seven (7) days after proper demand in writing and prior payment of the charge for same, shall be deemed conclusive proof, solely to the party requesting such certificate and those claiming by, through and under him, that same have been paid and shall entitle such party and those claiming by, through and under him to act thereupon for all purposes whatsoever to the peril of the right of the Association to collect any then unpaid assessments or levies of the year(s) at issue as against said party and those claiming by, through and under him.

Section 8. Effect of Nonpayment of Assessments; Remedies of Association. Any assessment which is not paid when due shall be delinquent. If an assessment is not paid within thirty (30) days after due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally, or may foreclose the lien against the Property, in order to obtain payment of any delinquent assessment together with interest, costs, and reasonable attorney's fees for any action added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

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Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any development, construction, purchase money or other bona fide mortgage or mortgages. Sale or transfer of any lot shall not affect any of the assessment lien. However, the sale or transfer of any lot which is subject to any said mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. Any personal liability against a delinquent lot owner hereunder is not thereby affected.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes

upon the properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this ARTICLE, or the Declaration of Party Wall and Easement Rights by Declarant and recorded or intended to be recorded among the Land Records of Baltimore County, Maryland prior hereto, or the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. In the event of any inconsistency between the provisions of this Article VI and the aforesaid Declaration of Party Wall and Easement Rights, the latter shall control.

Section 2. Sharing of Repair, Weatherproofing and Maintenance.

The cost of reasonable repair, weatherproofing and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and the other owner(s) who have made use of the wall shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such 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.

Section 4. Right to Contribution Runs with Land. The right of any owner to contribution from any other owner under this ARTICLE shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this ARTICLE, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII

MAINTENANCE

Section 1. Common Area. The Association shall have the following duties and obligations in regard to the Common Area to be conveyed to it:

(a) To maintain all such areas in a neat and orderly condition and in keeping with the landscaping, grading and site plans of Franklin Mills Townhouse Community as approved by the Association;

(b) To provide all necessary grass mowing, snow removal and other similar needs;

(c) To provide an area for the erection of "postal kiosks" and/or "cluster-boxes" for the deposit of mail and enter into such agreements as may be necessary with appropriate Federal Agencies for the maintenance by the Association of said "postal kiosks" and/or "cluster-boxes", if constructed;

(d) To maintain all non-public ways, parking, areas and such portions of public streets, ways or roads as are not publicly maintained for any reason;

(e) To preserve as Common Area, any lot designated, or shown on the Subdivision Record Plat as Common Area and not to convey, except as otherwise herein stated, any such lot nor devote it to any other use than as specified thereon and herein; and

(f) To grant rights-of-way or easements upon and over any portion of the Common Area for utilities and drainage facilities as well as for ingress and egress from and to public streets and roads or otherwise for the use and benefit of the Lot Owners.

Section 2. Structure and Premise Appearance. In the performance of its duties and obligations, the Association is hereby granted the right and easement, as necessary and acting always in a reasonable manner, to enter and remain upon any lot and any part of the property to fulfill its obligations.

Section 3. Individual Lots. The Owner of each Lot shall be responsible for the care, maintenance and repair of the Lot and all improvements situate thereon. In the event an Owner of any Lot within the Property shall fail to reasonably maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association in the reasonable exercise of their judgment, and after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VIII

EASEMENTS

Easements for the installation and maintenance of utilities and drainage facilities and for streets, driveways and walkways have been reserved by Declarant as shown on the recorded plat or

shall have been established by Declarant, or its successors or assigns, prior to the subjecting of the properties to this Declaration, or may be required by the Association to be granted in the best interests of the Association members; the Association shall have the power and authority, upon a vote of a majority of all members entitled to vote at a duly called meeting, thereafter to grant and establish upon, over and across the Common Areas, when they shall have been conveyed to the Association, such further easements as are requisite for the convenient use and enjoyment of the property. Within any such easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities or which may change the direction of the flow of drainage channels.

ARTICLE IX

NOTIFICATION

Upon written request, the holder, insurer, or guarantor of the mortgage on any unit in the project is entitled to timely written notice of:

- any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage;
- any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage;
- a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the owner's association; and
- any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

To obtain this information, the mortgage holder, insurer, or guarantor should send a written request to the owner's association, stating both its name and address and the unit number or address of the unit it has the mortgage on.

ARTICLE X

RENTAL OF UNITS

Any Owner leasing his/her unit, shall ensure that such lease or rental agreement is in writing and is subject to the requirements of the Declaration and By-Laws. No unit may be leased or rented for less than 30 days.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. This Declaration or any part thereof may be amended at any time by an appropriate document recorded among the Land Records of Baltimore County, Maryland. Such document must be executed, sealed and acknowledged by seventy percent (70%) of the members, following the assent and approval thereof by vote of seventy percent (70%) of the members of all classes entitled to vote, computed separately, at a meeting duly called for such purpose.

Section 4. FHA and VA Approval. As long as there is any Class B member of the Association, then, in such event, the Association shall not, without the prior written approval of the Secretary of Housing and Urban Development and the Veterans Administration or their respective successors:

- (a) Annex and subject any additional property other than as previously noted in the terms and provisions hereof; of
- (b) Sell, lease, exchange, convey, transfer, encumber, dedicate or otherwise dispose of the Common Area; or
- (c) Amend this Declaration.

Section 5. Joinder. Centrabank joins in the execution hereof solely for acknowledging the terms and provisions of this Declaration of Covenants, Conditions, and Restrictions, as beneficiary under that certain Deed of Trust dated October 29, 1984

and recorded among the Land Records of Baltimore County, Maryland at Liber 7302, folio 302, from Cherry Hill Road Partnership, unto the Trustees securing Centrabank.

WITNESS the hand and seal of Declarant by the signature of its President as of the day first above written.

WITNESS:

CHERRY HILL ROAD PARTNERSHIP,
a Maryland general partnership

BY: Crystal Hill Investments
Incorporated, General Partner
BY: Frederick W. Glassberg (SEAL)
Frederick W. Glassberg,
President

Margaret P. Werbert

BY: General American Real Estate
Development, Inc.,
General Partner

Margaret P. Werbert

BY: Earl S. Glover (SEAL)
Earl S. Glover,
President

CENTRABANK

Michael P. G...

BY: Michael P. G... (SEAL)

STATE OF MARYLAND, COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY that on this 7th day of July, 1987, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared FREDERICK W. GLASSBERG, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged himself to be the President of CRYSTAL HILL INVESTMENTS INCORPORATED (the "Corporation"), acting in its capacity as General Partner of CHERRY HILL ROAD PARTNERSHIP (the "Partnership"), and acknowledged that he, having the authority so to do, executed the same on the behalf of the Corporation, as such President, for the purposes therein contained and in my presence signed and sealed the same as such President of the Corporation acting in its capacity as General Partner of the Partnership.

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

Margaret P. Werheert
Notary Public

My Commission Expires: July 1, 1990

STATE OF MARYLAND, COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY that on this 7th day of July, 1987, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared EARL G. GLOVER, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged himself to be the President of GENERAL AMERICAN REAL ESTATE DEVELOPMENT, INC. (the "Corporation"), acting in its capacity as General Partner of CHERRY HILL ROAD PARTNERSHIP (the "Partnership"), and acknowledged that he, having the authority so to do, executed the same on the behalf of the Corporation, as such President, for the purposes therein contained and in my presence signed and sealed the same as such President of the Corporation acting in its capacity as General Partner of the Partnership.

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

Margaret P. Werheert
Notary Public

My Commission Expires: July 1, 1990

STATE OF MARYLAND, COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY, that on this 10th day of July, 1987, before me, the Subscriber, a Notary Public of the State of Maryland, personally appeared Michael P. Glump, known to me or satisfactorily proven to be the individual whose name is subscribed above, who acknowledged himself/herself to be the (Sr. Vice) President of CENTRABANK, and that he/she, as such (Sr. Vice) President, having the authority so to do, executed the foregoing instrument on behalf of CENTRABANK for the purposes therein contained by signing the name of CENTRABANK by himself/herself as such (Sr. Vice) President.

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

Suzanne Shaffer
Notary Public

My Commission Expires: July 1, 1990

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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

* * * * *

Franklin Mills Townhouse Community in Columbia, Howard County, Maryland

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("Declaration") is made this 10 day of July, 1987, effective of even date, by CHERRY HILL ROAD PARTNERSHIP, a Maryland general partnership ("Declarant"), having its principal office at c/o Crystal Hill Investments Incorporated, 10005 Old Columbia Road, Columbia, Maryland 21046.

STATEMENT OF FACTS AND PURPOSES

This Statement of Facts and Purposes, preliminary and background in nature, is not merely prefatory, but rather expressly is made a part of this Declaration. The terms and provisions of this Declaration shall be binding upon both the Association and all its residents from time to time in the Franklin Mills Townhouse Community area, located in the 4th Election District of Baltimore County, Maryland.

A. Ownership; Development Plan; Property Subject to Declaration

Declarant is the owner in fee simple of certain property located in the 4th Election District, Baltimore County, Maryland, by virtue of a Deed dated October 20, 1986 and recorded among the Land Records of Baltimore County, Maryland at Liber E.H.K. Jr. 7302, folio 360. The property is zoned and classified DR 5.5 and R-0, as set forth on that certain Plat recorded among the Land Records of Baltimore County, Maryland in Plat Book E.H.K., Jr. 55, folio 42. The property is known and designated as Lots 1 through 28, inclusive, H.O.A. Open space lot, and the bed of road of Maren Court, all as shown on that certain Plat recorded among the Land Records of Baltimore County, Maryland in Plat Book E.H.K. Jr. 55, folio 42, and entitled, "ROSCHEN PROPERTY, 4th Election District, Baltimore County, Maryland."

STATE DEPARTMENT OF
ASSESSMENTS & TAXATION

JR 7-21-87
CLERK DATE

1
AGRICULTURAL TRANSFER TAX
NOT APPLICABLE

SIGNATURE JR DATE 7-21-87

TRANSFER TAX NOT REQUIRED
BALTIMORE COUNTY, MARYLAND

Per [Signature]
Authorized Signature
Date 7-21-87 Sec. 11-85
Declaration

