

MARINE OAKS PHASE II

DECLARATION OF COVENANTS,
EASEMENTS, CHARGES AND LIENS

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Exhibits

- A Description of Parcel A
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STATE DEPARTMENT OF
 ASSESSMENTS & TAXATION

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 CLERK DATE

AGRICULTURAL TRANSFER TAX
 NOT APPLICABLE

EHK JR T

 SIGNATURE DATE

TRANSFER TAX NOT REQUIRED
 Director of Finance
 BALTIMORE COUNTY, MARYLAND

Per _____
 Authorized Signature
 Date *5/7/84* Sec. 11-68 *DeLaune*

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MARINE OAKS PHASE II

DECLARATION OF COVENANTS,
EASEMENTS, CHARGES AND LIENS

THIS DECLARATION OF COVENANTS, EASEMENTS, CHARGES AND LIENS, made this 19th day of April, 1984 by MARINE OAKS, a limited partnership organized and existing under the law of Maryland having an address at c/o Mr. Ivan Stern, 10 Church Lane, Baltimore, Maryland 21208 (hereinafter referred to as "the Developer").

WITNESSETH, THAT WHEREAS the Developer is the owner of all of that land, situate and lying in Baltimore County, Maryland, which is hereinafter described and which has been subdivided into the lots and common areas which are hereinafter referred to, together with the improvements thereon and the appurtenances thereto; and

WHEREAS the Developer intends to create on such land a residential community consisting of such residential lots and common areas, the latter containing common improvements and other facilities for the benefit of such community; and

WHEREAS the Developer intends by this Declaration to provide for the preservation of such community's values and amenities and the maintenance of such lots, common areas, common improvements and other facilities, by (1) insuring their proper development, improvement and use; (2) protecting their respective owners against their development or other use in any manner which may depreciate their value; (3) guarding against the erection on any such lot or common area of any building or other improvement containing improper or unsuitable materials; (4) securing and

maintaining proper setbacks of such buildings or other improvements from the roadways and sidewalks within such community; (5) enforcing high standards of maintenance and operation of such common areas, common improvements and other facilities for the benefit of the owners of such lots and any other residents of such community; and (6) granting and reserving rights, easements and other privileges, and creating a means for the accumulation and use of funds, to further such purposes, all in order to provide adequately for a residential community of the highest quality and character; and

WHEREAS, to further such purposes, the Developer (1) intends by this Declaration to subject such residential lots and common areas, together with the improvements thereon and the appurtenances thereto, to certain covenants, easements, charges and liens, all as are hereinafter set forth, and (2) has caused to be incorporated a nonstock corporation to which are to be delegated the powers and duties of assessing, collecting and applying all of the charges imposed by the provisions of this Declaration, maintaining and operating such common areas, common improvements and other facilities, and administering and enforcing such covenants, easements, charges and liens; and

WHEREAS the Developer desires to reserve the right, to be exercised at the Developer's sole discretion, hereafter to subject additional land, together with the improvements thereon and the appurtenances thereto, to the operation and effect of this Declaration, thereby expanding the land, improvements and appurtenances which are hereby subjected thereto.

NOW, THEREFORE, the Developer hereby subjects to the operation and effect of the provisions of this Declaration all of that land, situate and lying in the said County, which is described in Exhibit A, the outlines of which are set forth on that certain plat (consisting of one (1) sheet) prepared by Gerhold, Cross & Etzel, entitled "Plat 4, Marine Oaks Village", dated May 25, 1976, and recorded among the Land Records of the said County in Plat Book E.H.K., Jr., No. 39 at folio 115.

TOGETHER WITH all of the improvements thereon and all of the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining (all of which tract, improvements and appurtenances are hereinafter referred to collectively as "Parcel A").

SUBJECT TO the operation and effect of any and all instruments recorded among the said Land Records before the recordation thereamong of this Declaration,

UPON THE TERMS AND SUBJECT TO THE CONDITIONS which are hereinafter set forth:

Section 1. Definitions.

1.1. As used in the provisions of this Declaration, the following terms have the meanings hereinafter ascribed to them:

1.1.1. "Annual Assessment" has the meaning ascribed to it by the provisions of subsection 6.2.

1.1.2. "the Architectural Committee" means the entity referred to in the provisions of Section 8.

1.1.3. "Assessment" means an Annual Assessment or a Special Assessment.

1.1.4. "Assessment Lien" means a lien imposed under the provisions of subsection 6.4.

1.1.5. "the Association" means the entity referred to in the provisions of Section 4.

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1.1.6. "Association Property" means any and all real property, personal property or other assets which are beneficially owned by the Association, including, by way of example rather than of limitation, the Commons.

1.1.7. "the Board of Directors" means the board of directors of the Association.

1.1.8. "Builder" means each person who acquires a Lot from the Developer or another Builder, not to occupy it as a residence, but to construct, in the ordinary course of such person's business, a Dwelling on such Lot and sell or lease it to another person for such other person to occupy as a residence.

1.1.9. "the By-Laws" means the by-laws of the Association, as from time to time amended.

1.1.10. "Class A Member" has the meaning ascribed to it by the provisions of subsection 4.3.

1.1.11. "Class A Membership" means all of the Class A Members.

1.1.12. "Class B Member" has the meaning ascribed to it by the provisions of subsection 4.3.

1.1.13. "Class B Membership" means all of the Class B Members.

1.1.14. "the Code" means the Annotated Code of Maryland (in each instance of reference whichever edition contains the most recent codification of the statute referred to), as from time to time amended.

1.1.15. "the Commons" has the meaning ascribed to it by the provisions of subsection 3.1.

1.1.16. "the Community" means the aggregate of (a) Parcel A and (b) each Future Parcel or portion thereof which, at the time in question, has been added to the Community through an expansion thereof.

1.1.17. "the Community Plat" means the plat referred to hereinabove, together with any amendatory plat thereto which at any time hereafter has become effective pursuant to the provisions of this Declaration and applicable law.

1.1.18. "Contract Purchaser" means any person who enters into a contract (other than a land installment contract, as that term is defined by the provisions of title 10, section 10-101(b) of the Real Property Article of the Code, which has been recorded among the Land Records) which, at the time in question, entitles such person to purchase a Lot from the Developer, a Builder or any other person, but who does not hold the legal title of record to such Lot.

1.1.19. "this Declaration" means this instrument, as from time to time amended.

1.1.20. "Dedicated Roadway" means each portion of the Community (a) which, by the Community Plat or otherwise, is dedicated to the said County or another governmental body for public use as a roadway, either (i) before or simultaneously with the recordation of this Declaration among the Land Records, or (ii) thereafter pursuant to the provisions of Section 5, and (b) such dedication of which has been accepted by such entity.

1.1.21. "the Developer" means (a) the person hereinabove named as such, (b) such person's successors, (c) each person to whom such named person or any other person who is the Developer expressly assigns its rights as the Developer hereunder in the manner set forth in the provisions of subsection 11.2, and (d) each such assignee's heirs, personal representatives and successors; provided, that no Owner, Builder, Mortgagee, Lessee or Contract Purchaser shall, merely by virtue of its status as such, be deemed to be the Developer.

1.1.22. "the Development Period" has the meaning ascribed to it by the provisions of Section 4.

1.1.23. "Dwelling" means a "dwelling", as that term is defined by the provisions of Section 101 of the zoning ordinance of the said County.

1.1.24. "Future Parcel" has the meaning ascribed to it by the provisions of Section 7.

1.1.25. "the Land Records" means the Land Records of the said County.

1.1.26. "Lessee" means any lessee or sublessee of a Lot from the Developer or another Owner or person.

1.1.27. "Lot" has the meaning ascribed to it by the provisions of subsection 3.1.

1.1.28. "Majority" means more than fifty percent (50%).

1.1.29. "Member" has the meaning ascribed to it by the provisions of Section 4.

1.1.30. "the Membership" means all of the Members.

1.1.31. "Mortgage" means any mortgage or deed of trust encumbering any Lot or any or all of the Commons, and any other security interest therein existing by virtue of any other form of security instrument or arrangement used from time to time in the locality of the Community (including, by way of example rather than of limitation, any such other form of security arrangement arising under any deed of trust, sale and leaseback documents, lease and leaseback documents, security deed or conditional deed, or any financing statement, security agreement or other documentation used pursuant to the provisions of the Uniform Commercial Code or any successor or

similar statute), provided that such mortgage, deed of trust or other form of security instrument, and an instrument evidencing any such other form of security arrangement, has been recorded among the Land Records.

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

1.1.33. "Mortgagee in Possession" means any person who is either (a) a Mortgagee which has possession of a Lot as a result of a default under a Mortgage held by such person, or (b) the Owner of a Lot as the result of the conveyance to such person of the Mortgagor's equity of redemption therein either through a foreclosure proceeding under a Mortgage securing such person and covering such Lot, or in lieu of such foreclosure proceeding.

1.1.34. "Mortgagor" means the Owner of a Lot, the title to which is encumbered by a Mortgage.

1.1.35. "Notice Address" has the meaning ascribed to it by the provisions of Section 11.

1.1.36. "Owner" means any person or combination of persons (including, by way of example rather than of limitation, the Developer and any Builder) who (a) holds the legal title to a Lot under a deed or other instrument, or (b) is the purchaser of a Lot under a land installment contract (as that term is defined by the provisions of title 10, section 10-101(b) of the Real Property Article of the Code), if and only if such deed, other instrument or land installment contract is recorded among the Land Records at the time in question; provided, that (a) no Lessee or Contract Purchaser shall, merely by virtue of its status as such, be deemed an Owner; and (b) no Mortgagee shall be deemed the Owner of a Lot unless and until it acquires of record the Mortgagor's equity of redemption therein.

1.1.37. "Parcel" means Parcel A or any Future Parcel.

1.1.38. "Parcel A" has the meaning hereinabove ascribed to it.

1.1.39. "person" means any natural person, trustee, corporation, partnership or other legal entity.

1.1.40. "Plans" has the meaning ascribed to it by the provisions of Section 8.

1.1.41. "the Rules and Regulations" means the rules and regulations adopted by the Association pursuant to the provisions of paragraph 5.3.3, as from time to time amended.

1.1.42. "Special Assessment" has the meaning ascribed to it by the provisions of subsection 6.2.

1.1.43. "Statement of Lien" has the meaning ascribed to it by the provisions of subsection 6.4.

1.1.44. "Structure" has the meaning ascribed to it by the provisions of Section 8.

1.1.45. "Use" has the meaning as used in the provisions of the zoning ordinance of the said County; provided, that without limiting the generality of the foregoing provisions of this sentence, (a) any activity or purpose deemed by any governmental authority charged with enforcing such regulations to be a "use" for purposes of such regulations, and (b) any purpose for which any Structure or land is used or occupied, and (c) any activity, occupation, business or operation carried on in a Structure or on any land, shall be deemed a "Use".

1.2. Any other term to which meaning is specifically ascribed by any provision of this Declaration shall for purposes of this Declaration have such meaning.

Section 2. Name. The Community shall be known as "MARINE OAKS PHASE II".

Section 3. Lots, Commons and Dedicated Roadways.

3.1. The Community shall be comprised of (a) all of those areas referred to in the provisions of subsection 3.2 (each of which is hereinafter referred to as a "Lot"), (b) all of those areas referred to in the provisions of subsection 3.3 (hereinafter referred to collectively as "the Commons"), and (c) all Dedicated Roadways.

3.2. Lots.

3.2.1. Number of Lots.

(a) So long as the Community has not been expanded pursuant to the provisions of Section 7, it shall contain forty-four (44) Lots.

(b) From and after any such expansion, and until any further such expansion, the Community shall contain that number of Lots equalling the total of (i) the number of Lots contained therein immediately before such expansion, and (ii) the number of lots contained in their entirety within the land thereby added to the Community (as set forth on such subdivision or other plat as is recorded among the Land Records in connection with such expansion or the subdivision of such land), and designated as Lots in the amendatory instrument by which, pursuant to such provisions, such expansion is effected.

3.2.2. Location of Lots. The location, dimensions and configuration of each Lot within Parcel A are shown on the Community Plat.

3.2.3. Designation of Lots. Each Lot shall have and be known by a number corresponding to the number shown with respect to it on the Community Plat. The number of each Lot within Parcel A is designated in a schedule attached hereto as Exhibit B.

3.2.4. Party walls. Each wall or fence, a portion of the thickness of which is included within a Lot and the balance of the thickness of which is included within a contiguous Lot, and which therefore is a party wall or party fence, shall be used and enjoyed as such by the Owners thereof jointly with each other. Each such Lot shall have the benefit of and be burdened with an easement for the support and maintenance of such party wall or fence in accordance with the following provisions of this paragraph:

(a) Subject to the operation and effect of the following provisions of this paragraph, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

(b) If any such party wall or fence is deliberately or negligently damaged or destroyed by the act or omission of one (but not both) such Owners (or his agent, employee, invitee, family member, visitor or guest), such Owner shall promptly repair it at his expense.

(c) If any such party wall or fence is damaged or destroyed in any other manner or otherwise requires maintenance, such Owners shall repair it at their joint expense.

(d) If either surface of any such party wall is at any time exposed to the elements, the Owner of the Lot on which such surface stands shall promptly and at his expense take such action as is reasonably necessary to protect such surface against the elements.

3.3. Commons.

The Commons shall consist of all of the land from time to time within the Community but not within any Lot or Dedicated Roadway, together with all of the improvements thereon (including, by way of example rather than of limitation, all streets and sidewalks not within a Dedicated Roadway, curbs, storm water retention basins and drainage lines, utility lines, buildings, fencing, swimming pools, tennis or other racquet courts, tot lots and playgrounds, ball diamonds, marina facilities and other, similar facilities from time to time existing on such land), and all of the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining.

Section 4. The Association.

4.1. Authority. The Community's affairs shall be governed by The Marine Oaks Phase II Homeowners' Association, Inc., a nonstock corporation organized and existing under the law of Maryland, pursuant to those articles of incorporation dated April 12, 1984 (hereinafter referred to as "the Articles of Incorporation").

4.2. Membership. The Association's membership shall be comprised of and limited to all of those persons

(each of whom is herein referred to as a "Member") who, either alone or in combination with one or more other persons, is an Owner (including, by way of example rather than of limitation, the Developer and any Builder during such times as the Developer or such Builder is an Owner). An Owner's membership in the Association shall be appurtenant to his Lot, and may not be separated from his ownership thereof.

4.3. Voting.

4.3.1. Classes of Membership.

(a) Development Period.

(i) During the Development Period, as defined in paragraph 4.3.3 hereof, the Membership shall be comprised of the Class A Membership and the Class B Membership.

(ii) The Class A Membership shall consist of all of the Members other than the Developer and any Builder, and the Class B Membership shall consist of the Developer and each Builder.

(b) After the Development Period, the Membership shall be all of one class, consisting of all of the Members.

4.3.2. Number of votes.

(a) During the Development Period each Class A Member, and thereafter each Member,

(i) who alone is the Owner of a Lot shall be entitled to cast one vote in the Association's affairs for each such Lot; or

(ii) who with any other person is the Owner of a Lot shall, jointly with such other persons, be entitled to cast one vote in the Association's affairs for each such Lot (which vote shall be exercised as such persons determine among themselves, provided that in no event may such persons cast fractional votes or cast with respect to any such Lot more than one such vote).

(b) During the Development Period,

(i) each Class B Member shall be entitled to cast three votes in the Association's affairs for each vote which it would be entitled to cast, were it a Class A Member; and

(ii) each Builder shall be conclusively presumed, by its having accepted the conveyance of the legal title to a Lot from the Developer or another Builder,

(A) to have given the Developer an irrevocable and exclusive proxy entitling the Developer, at each meeting of the Membership held while such Builder holds such title, to cast the votes in the

Association's affairs which such Builder holds under the foregoing provisions of this Section on each question which comes before such meeting; and

(B) to have agreed with the Developer that such proxy is given to and relied upon by the Developer in connection with the Developer's development, construction, marketing, sale and leasing of any or all of the Community (including any Future Parcel), and is coupled with an interest.

4.3.3. Commencement and termination of Development Period.

(a) The Development Period shall consist of the period commencing on the date hereof and terminating on the date on which the total number of votes held by the Class A Membership becomes equal to the total number of votes held by the Class B Membership; provided, that anything contained in the foregoing provisions of this subparagraph to the contrary notwithstanding, if at any time or from time to time after such termination the Community is expanded pursuant to the provisions of Section 7, in each instance the Development Period shall recommence as of the time at which such expansion occurs, and shall terminate thereafter on the date on which the total number of votes held by the Class A Membership becomes equal to the total number of votes held by the Class B Membership.

(b) Anything contained in the provisions of this Declaration to the contrary notwithstanding, the Development Period shall, if not then already terminated, terminate on the earlier to occur of (i) the Developer's termination thereof by recording among the Land Records an instrument expressly providing for such termination and making specific reference to this paragraph, and (ii) the fifth (5th) anniversary of the date hereof.

4.4. Fidelity bonds. Each director, officer and employee of the Association, any manager of the Commons, and any director, partner, officer or employee of such manager, whose duties as such require him to handle or be responsible for funds of the Association or in its possession or control through any trust or other arrangement, shall, if demanded by the Association, before commencing such duties furnish the Association with a fidelity bond covering his said activities, in form and amount and with a corporate surety which are reasonable and appropriate under the circumstances and are satisfactory to the Board of Directors. The premium for any such bond shall be paid by the Association.

4.5. Actions taken by the Association.

4.5.1. Whenever the Association is required or permitted by the provisions of this Declaration to take any action, it shall do so only in accordance with the provisions of the Articles of Incorporation and the By-Laws.

4.5.2. Whenever the Membership is required or permitted by the provisions of this Declaration to give or withhold its approval or consent or to take any other action, or whenever the taking of any action by the Association, or the effectiveness thereof, is conditioned by the provisions of this Declaration upon the Membership's having given its approval or consent thereto or upon its having taken any other action, such approval or consent may be given or withheld, and such action may be taken, by the Membership without a Membership meeting having been held for such purpose, provided that each Member is given prior written notice thereof, and the number of Members whose votes would have been sufficient to cause such approval or consent to be given or withheld or such action to be taken, at a Membership meeting duly called for such purpose at which all Members were present and voting on such question, have consented thereto in writing.

Section 5. Ownership of, and rights in, Commons.

5.1. Property rights in and to Commons.

5.1.1. The Developer shall be entitled to convey to the Association the legal title to any or all of the Commons at any time hereafter, and/or to retain the legal title to the same until the Developer has completed any improvements which the Developer intends to make there-to, or until such earlier or later time as, in the Developer's judgment, the Association is able to maintain the same in accordance with the provisions of this Declaration; provided, that the Developer shall convey to the Association (i) the legal title to all of the Commons within Parcel A by not later than the date on which the Developer or any Builder conveys to any person (other than the Developer or a Builder) the legal title to any Lot within Parcel A, and (ii) the legal title to all of the Commons within any Future Parcel or portion thereof added to the Community by an expansion thereof by not later than the date on which the Developer or any Builder conveys to any person (other than the Developer or a Builder) the legal title to any Lot within such Future Parcel or portion thereof.

(b) The title to the Commons to be conveyed to the Association, as aforesaid, shall be good and marketable and insurable at regular rates by a title insurer authorized to do business in Maryland, and shall be conveyed in fee simple by a deed containing covenants by the Developer that it is seized of, and has done nothing to encumber, such title and will give such further assurances of the same as may be requisite, all subject to and only to the operation and effect of

(i) each instrument recorded among the Land Records before the recordation thereamong of this Declaration; and

(ii) each instrument or matter of the types enumerated in the provisions of paragraph 5.1.2 which is then recorded among the Land Records.

(c) Subject to the operation and effect of the provisions of paragraph 5.1.2 and subsection 5.3, the Association shall not convey to any person the legal title to, or any easement, leasehold or other right of use or enjoyment in, any of the Commons, without the express written consent thereto of Members holding at least two-thirds (2/3) of the total number of votes then held by, respectively, each class of the Membership.

5.1.2. Anything contained in the foregoing provisions of this subsection to the contrary notwithstanding, while the Association holds the legal title to any or all of the Commons, it may take any or all of the following actions:

(a) make an express confirmatory conveyance to any Owner of such easements in and other rights with respect to the Commons as under the provisions of this Declaration are held by such Owner.

(b) grant, convey or dedicate (i) to any one or more public or quasi-public governmental bodies or utility companies, any and all licenses, easements and/or rights-of-way in, over and through the Commons for the construction, installation; use, operation, maintenance, repair and replacement of any and all sanitary, sedimentary control or storm sewer lines, drains, culverts, ponds or pumping stations, water lines, mains or pumping stations, electrical lines or cables, telephone or television lines or cables, gas lines or mains, and other similar facilities, for similar or other purposes, all as the Association considers appropriate for the provision of any utility or utility service to any Parcel (whether or not it then or thereafter is part of the Community), and (ii) to the said County or any other governmental body, any land then forming part of the Commons which is improved or to be improved by a roadway or sidewalk; provided, that no such grant, conveyance or dedication shall be made unless the Association and the entity to which it is to be made have agreed upon the manner in which the thing granted will be operated and maintained for the use and enjoyment of the Owners and any other members of the general public who are thereafter entitled to use and enjoy the same. After such grant, conveyance or dedication, that portion of (or interest in) the Commons which is the subject thereof shall not be part of the Commons.

(c) grant a Mortgage pursuant to the provisions of paragraph 5.3.1.

(d) convey the legal title to, or any interest in, any or all of the Commons to or at the direction of any governmental or quasi-governmental authority

either (i) through the condemnation thereof or the exercise of any power of eminent domain with respect to the same, or (ii) under threat of such condemnation or exercise and in lieu thereof (after which grant, conveyance or dedication, that portion of the Commons which is the subject of the same shall not be part of the Commons).

(e) grant a leasehold interest in or a license with respect to any or all of the Commons to any person, for a period terminating not later than the third (3rd) anniversary of the date of such grant.

(f) grant to the Developer, for the benefit of any Future Parcel or portion thereof (whether or not it then or thereafter is part of the Community), an easement in, over and through the Commons for the construction, installation, use, operation, maintenance, repair and replacement of any facility or roadway of the types enumerated in the provisions of this paragraph 5.1.2.

(g) grant to any one or more Owners, for the benefit of such Owners' respective Lots, an exclusive license to use any respective portion of the Commons which is improved as an automotive vehicle parking space and is, at the time in question, designated by the Association, acting in its sole discretion (by painted numbering on the curbing or pavement for such space or in any other manner) by the same number as that of such Lot, for and only for the noncommercial parking of automotive vehicles, if and to the extent that such parking is permitted by the provisions of paragraph 9.2.1 in the case of Lots. In such event, such Lot shall not have, and the Association shall not grant for the benefit of such Lot or any other portion of the Community, any license or other right to use such space in any other manner or for any other purpose.

(h) enter into a contract with (i) the owner of any land not within the Community or any or all of any Future Parcel which has not then been added to the Community, or (ii) any community association or homeowner's association having jurisdiction over such land, or (iii) any council of unit owners having jurisdiction over such land (if such land has been subjected to a condominium regime pursuant to the provisions of title 11 of the Real Property Article of the Code), pursuant to which such owner, the members of such association or council, or any other occupants of such land, and their families and guests, may use and enjoy any or all of the Commons for such consideration, during such period, upon such terms and subject to such conditions as are set forth in the provisions of such contract, all as the Association considers appropriate.

5.1.3. Easement and license benefiting Lots and burdening Commons or other Lots.

(a) Each Lot shall have the benefit of a non-exclusive easement for the use of

(i) each main, duct, stack, raceway, wire, conduit, drain, pipe, meter or other device located within the Commons or another Lot and used in providing any utility or service to the first such Lot;

(ii) each street and walkway which from time to time is within the Commons, or which crosses any Lot and affords access to the Commons or another Lot.

(b) Each Lot shall have the benefit of a non-exclusive license for the use of the remainder of the Commons, provided that

(i) such use is in accordance with applicable law and the provisions of this Declaration, the Articles of Incorporation, the By-Laws and the Rules and Regulations;

(ii) any admission or other fee which the Association then charges for such use is paid;

(iii) no person other than the Association may construct, reconstruct, alter or maintain any Structure or make or create any excavation or fill upon, or remove any tree, shrub or other vegetation from, or otherwise damage, the Commons; and

(iv) no person shall without first obtaining the Association's consent do anything on the Commons which will cause an increase in any premium paid by the Association for liability or other insurance with respect to the Commons, or the cancellation of any such insurance.

5.1.4. Development easements. The Developer shall have (and, if and to the extent that any one or more such easements are expressly granted by the Developer to any Builder by an instrument recorded among the Land Records, such Builder shall have), and the Developer hereby reserves, perpetual, non-exclusive easements in, over and through the Commons

(a) for pedestrian and vehicular ingress and egress to and from each public roadway which at any time abuts the Community, from and to each Parcel (whether or not it then is part of the Community), for access by (i) the Developer and its heirs, personal representatives, successors and assigns as owner of each respective Parcel or Lot or other portion thereof, (ii) any contractor, subcontractor, real estate agent or broker utilized by the Developer and (iii) their respective agents, officers, employees, and invitees, all for any purpose consistent with applicable law in connection with the construction, replacement, repair, maintenance, development, marketing or leasing of such respective Parcel or Lot; and

(b) for the construction, installation, maintenance, repair, replacement and use of any or all utility lines and facilities of the types enumerated in the provisions of paragraph 5.1.2, to and from their

respective points of connection with those respective public utility lines and facilities to which they are to be connected, from and to each Parcel (whether or not it then is part of the Community), for the benefit of (i) the Developer and its heirs, personal representatives, successors and assigns as owner of any Parcel or Lot or other portion thereof, (ii) each resident or other occupant of such Parcel or Lot or other portion, and (iii) their respective agents, employees, invitees, visitors and guests.

5.2. Maintenance of Commons and other portions of the Community.

5.2.1. The Association shall regularly maintain in good order and repair,

(a) the Commons (including, by way of example rather than of limitation, all of the improvements referred to in the provisions of subsection 3.3 as being contained within the Commons);

(b) any portion of any Dedicated Roadway not paved as a public road or devoted to any other public purpose (including, by way of example rather than of limitation, any portion of such Dedicated Roadway improved as (i) a parking area, the use of which is restricted to Owners, or (ii) a traffic island), if and to the extent that it is not the practice of the said County or any other governmental body having jurisdiction over such Dedicated Roadway to maintain the same; and

(c) each street, walkway or utility line or facility which crosses any Lot and over which any other Lot has the benefit of an easement for ingress and egress, or for any utility or other service, under the provisions of this Declaration.

5.2.2. Without limiting the generality of the foregoing provisions of this paragraph, the Association shall (unless such maintenance duty is assumed by any governmental authority having jurisdiction thereover) keep all grass growing within the Commons regularly mowed, and maintain each storm water retention or sedimentation pond within the Commons, keeping it clean and free of debris.

5.3. Control of Commons. Anything contained in the foregoing provisions of this Section to the contrary notwithstanding, the Association may

5.3.1. borrow money to improve the Commons in accordance with the provisions of this Declaration, and secure its repayment by subjecting any or all of the Commons which it owns to the lien of a Mortgage; provided that anything contained in the provisions of such Mortgage to the contrary notwithstanding, if there is a default in the performance of the borrower's obligations thereunder the Mortgagee's remedies on account of such default shall, with respect to the property covered by such lien, be limited to those of (a) taking possession of any or all of the same, (b) thereafter charging admission or other fees

if not prohibited by applicable law, opening the enjoyment thereof to the general public or any segment thereof until such debt is satisfied;

5.3.2. take such steps as are reasonably necessary to protect such property against foreclosure under such Mortgage (including, by way of example rather than of limitation, that of opening the enjoyment thereof to the general public or any segment thereof, as aforesaid);

5.3.3. adopt reasonable rules and regulations governing the use of the Commons by Owners, their family members and guests or any other person;

5.3.4. charge reasonable admission and other fees for use of the Commons (other than those streets, walkways and utility lines and facilities which are subject to the easement created by the provisions of subparagraph 5.1.3(a)); and

5.3.5. suspend the right of any Owner or his family members and guests to use the Commons (except for such streets, parking areas, walkways and utility lines and facilities).

(a) for so long as an Assessment levied against such Owner's Lot remains due and unpaid, and

(b) for any period (not exceeding in length sixty (60) days plus the time during which such infraction continues) for any infraction of the Rules and Regulations.

5.4. Management of Commons.

5.4.1. The Association may enter into an agreement with any person for such person to provide management services to the Association for the Commons, so long as such agreement

(a) expressly provides that either party thereto may, without the consent of any other party thereto, terminate such agreement without cause at any time and without payment of a termination fee, provided that it has given to each other party thereto written notice of its intention to do so by not later than thirty (30) days before the effective date of such termination;

(b) is for a term of not longer than one (1) year;

(c) if provision is made therein for a renewal of such agreement from time to time by agreement of the parties thereto, provides that no such renewal provision and no such renewal or combination of renewals made pursuant thereto shall be effective to bind the Association to such agreement for longer than one (1) year from the date of such renewal or combination of renewals

(and, to the extent that any such agreement does not expressly so provide, it shall be deemed to do so).

5.4.2. Anything contained in the foregoing provisions of this subsection to the contrary notwithstanding, the Association shall not effectuate any decision by it both (a) to terminate any such management agreement, and (b) thereafter to assume or undertake the management of the Commons without utilizing or employing professional management services with respect to the same, without obtaining each first Mortgagee's prior written approval thereof.

Section 6. Assessments.

6.1. Right to levy Assessments. The Association shall obtain funds to pay its current or capital expenses incurred in performing its obligations under the provisions of this Declaration, and to create adequate reserves for the maintenance, repair and replacement of those portions, if any, of the Commons which must be replaced on a periodic basis, and for the payment of its future such expenses, by from time to time levying an assessment (each of which is hereinafter referred to as an "Assessment") against each Owner and his respective Lot, all upon the terms, for the purposes and subject to the conditions which are set forth in the provisions of this Declaration, the Articles of Incorporation and the By-Laws.

6.2. Procedure for levying Assessments. Any determination by the Association to levy Assessments and/or of their respective amounts shall be made in the following manner:

6.2.1. Classes of Assessments.

(a) The Assessments shall consist of annual Assessments (each of which is hereinafter referred to as an "Annual Assessment") and special Assessments (each of which is hereinafter referred to as a "Special Assessment").

(b) (i) The proceeds of the Annual Assessments may be used by the Association to defray any cost incurred by it in accordance with, or for any other purpose permitted by, the provisions of this Declaration, the Articles of Incorporation and the By-Laws.

(ii) The proceeds of any Special Assessments shall be used by the Association to defray any cost incurred by it in constructing, reconstructing, repairing or replacing any of the Commons or any other Association Property or as the result of any expansion of the Community pursuant to the provisions of Section 7, or for any other extraordinary expense incurred by the Association.

6.2.2. Period of Assessments.

(a) Each Assessment shall be levied for one of those calendar years (each of which is hereinafter

referred to as an "Assessment Year") during which this Declaration remains in effect; provided, that the initial Assessment Year shall commence on the date on which this Declaration is recorded among the Land Records, and shall terminate on the thirty-first (31st) day of December next succeeding such date.

(b) Not more than one Annual Assessment shall be levied against a Lot for any Assessment Year.

6.2.3. Allocation of Assessments among Lots.

(a) Except as is otherwise provided in this paragraph 6.2.3, (i) the respective amounts of any Annual Assessments levied for an Assessment Year shall be equal, (ii) the respective amounts of any Special Assessments levied for an Assessment Year shall be equal, and (iii) no Assessment of one class may be levied for an Assessment Year against one Lot unless an Assessment of such class is at the same time levied for such Assessment Year against each Lot not exempt from such levy under the provisions of this subparagraph 6.2.3.

(b) If during an Assessment Year a Lot is added to the Community through an expansion thereof,

(i) the Association shall be deemed, automatically and without the necessity of further action, to have levied against such Lot for such Assessment Year each Assessment which the Association has levied against the other Lots for such Assessment Year; and

(ii) the respective amount of each such Assessment shall be determined in accordance with the foregoing provisions of this paragraph 6.2.3 as if such Lot formed part of the Community at the commencement of such Assessment Year, but shall then be reduced to a fraction thereof, the numerator of which shall be the number of days remaining in such Assessment Year as of the date of such expansion, and the denominator of which shall be three hundred sixty-five (365).

(c) Until the earliest to occur of (i) the acquisition of the legal title to a Lot hereafter by a person other than the Developer or any Builder; (ii) the issuance by the said County of a certificate of occupancy for the first Dwelling hereafter constructed upon such Lot, or (iii) the second (2nd) anniversary of the date on which such Lot is first subjected to the operation and effect of this Declaration, each Annual Assessment or Special Assessment levied against it shall be in an amount equalling twenty-five percent (25%) of the amount which such Assessment would be, but for the provisions of this subparagraph 6.2.3(c).

(d) Anything contained in the provisions of this Section to the contrary notwithstanding, no Assessment may be levied against

(i) the Commons.

(ii) any Dedicated Roadway, or

(iii) any other portion of the Community to the extent of (A) any easement or other interest therein held by any governmental or quasi-governmental authority or public utility company under the provisions of this Declaration or otherwise, or (B) any interest therein which is then exempt from real property taxation by the law of Maryland, upon the terms and to the extent of such exemption.

6.2.4. Adoption by Board of Directors;
notice of Assessment; when Assess-
ments are due and payable.

(a) By not later than the sixtieth (60th) day before an Assessment Year commences, the Board of Directors shall adopt a budget for the Association for such Assessment Year, setting forth for such Assessment Year (i) the aggregate amount of the Annual Assessments to be levied, and (ii) the respective amount of the Annual Assessment to be levied against each Lot. By not later than the forty-fifth (45th) day before such Assessment Year commences, the Association shall provide a copy of such budget to each Owner at its Notice Address. The Association's failure to take any such action by the time set forth hereinabove for taking the same shall not invalidate such action if taken later, but until such action is taken each Member shall pay to the Association on account of the Annual Assessment for the next Assessment Year, on the date or dates on which such Annual Assessment would have been due had the Association taken such action before such date, an amount equal to the Annual Assessment for the preceding Assessment Year (or the initial installment thereof, if such Annual Assessment was payable in installments).

(b) If the Association so permits, any Assessment may be paid to the Association in monthly or other installments in accordance with a schedule determined by the Association.

(c) Such Annual Assessments (or the initial installment thereof, if payable in installments) shall be due on the first (1st) day of such Assessment Year without the necessity of further action by the Association (and any subsequent installments thereof shall be due on the respective dates set forth in such schedule).

(d) Any Special Assessment (or the initial installment thereof, if payable in installments) shall be due on the later of (i) the first (1st) day of the Assessment Year for which it is levied, or (ii) any later date specified therefor by the Association (and any subsequent installments thereof shall be due on the respective dates set forth in such schedule).

(e) Anything contained in the foregoing provisions of this paragraph to the contrary notwithstanding, if a Lot is exempt from such levy at the commencement of an Assessment Year but during such Assessment Year becomes eligible for such levy, the Assessment thus levied shall be due on the later of

(i) the date on which such Assessment would have been due were such Lot part of the Community at the commencement of such Assessment Year, or

(ii) the date on which such Lot becomes eligible for such levy.

6.2.5. Limitations on certain Assessments.

(a) Without Membership's approval. Other than pursuant to the provisions of subparagraph 6.2.5(b), the Association may not levy against any Lot any Special Assessment, or an Annual Assessment in an amount which,

(i) for the initial Assessment Year, exceeds Two Hundred Dollars (\$200.00); or

(ii) for any Assessment Year thereafter, exceeds one hundred ten percent (110%) of the maximum amount permitted to be levied as an Annual Assessment for the immediately preceding Assessment Year.

(b) With Membership's approval.

(i) The Association may levy against each Lot for an Assessment Year that portion of an Annual Assessment which exceeds the maximum sum which the Association may levy for such Assessment Year without approval by the Membership, as aforesaid, after and only after having been authorized to do so by two-thirds of the votes cast on such question by those Members of each Class of Membership who are present and voting on such question at a Membership Meeting held in accordance with the following provisions of this subparagraph 6.2.5(b).

(ii) The Association shall send to each Member at its Notice Address a written notice of the date, time and place of any Membership Meeting at which such question is to be considered by not later than the thirtieth (30th) and not more than the sixtieth (60th) day before such date. The presence at such date, time and place, in person or by proxy, of Members holding at least sixty percent (60%) of the total number of votes then held by, respectively, each class of the Membership shall be required to constitute a quorum for such Membership Meeting. If such quorum does not exist thereat, the Association may call another Membership Meeting for such purpose for a date not more than sixty (60) days after the first said date, by sending to each Member at its Notice Address a written notice of the date, time and place thereof in the same manner as that set forth hereinabove. The presence at such date, time and place, in person or by proxy, of Members holding at least thirty percent (30%) of the total number of votes then held by, respectively, each class of the Membership shall be required to constitute a quorum for such Membership Meeting.

6.3. Owners' personal liability for Assessments.

6.3.1. Each Owner shall be personally liable for payment of each Assessment (or each installment there-

of, if payable in installments) which becomes due for a Lot while he is its Owner. An Owner may not avoid such liability by waiving any right to use the Commons or otherwise which he holds under the provisions of this Declaration or otherwise, abandoning or otherwise terminating his use of such Lot, or conveying the title to such Lot after the same becomes due.

6.3.2. An Owner shall not be personally liable for payment of any Assessment or installment thereof which becomes due for a Lot

(a) before he becomes its Owner (notwithstanding that an Assessment Lien for such Assessment may be imposed upon the title to such Lot while held by such Owner, pursuant to the provisions of subsection 6.4), or

(b) after he ceases to be its Owner.

6.4. Assessment Lien; priority thereof.

6.4.1.(a) At any time after an Assessment is levied against a Lot and before it is paid in full to the Association, the Association may execute and record among the Land Records a statement (hereinafter referred to as a "Statement of Lien") for such Assessment or any installment thereof (if payable in installments and if the Association elects to make such Statement of Lien applicable to such installment rather than to such Assessment in full).

(b) The form of such Statement of Lien shall be determined by the Association in the exercise of its sole discretion, so long as it designates (i) such Lot by number, (ii) the Owner thereof, (iii) the amount of such Assessment or installment, (iv) the Assessment Year for which it is levied, and (v) the date on which it became due.

6.4.2. Each Assessment (or installment thereof, if payable in installments) levied against a Lot shall be a lien (herein referred to as an "Assessment Lien") upon the title to such Lot from the time when a Statement of Lien for such Assessment or installment is recorded among the Land Records pursuant to the foregoing provisions of this subsection 6.4, until such Assessment or installment is paid.

6.4.3. An Assessment Lien shall be subordinate to the lien of any Mortgage covering the Lot against which such Assessment Lien is imposed, if and only if such Mortgage is recorded among the Land Records before a Statement of Lien imposing such Assessment Lien is recorded among the Land Records.

6.4.4. An Assessment Lien may be enforced and foreclosed by the Association in the same manner and subject to the same requirements as are specified by the law of Maryland for the foreclosure of mortgages or deeds of trust containing a power of sale or an assent to a

decree, and covering real property situate and lying in the said County.

6.5. Interest on unpaid Assessments. Each Assessment (or installment thereof, if payable in installments) shall bear interest on its unpaid balance from the thirtieth (30th) day after it becomes due, until paid, at the lesser of (a) the rate of twenty percent (20%) per annum, or (b) the highest rate from time to time permitted by applicable law to be charged upon the same.

6.6. Recovery of unpaid Assessments.

6.6.1. The Association shall be entitled to recover in an action at law or in equity, from any person liable for payment of any or all of an Assessment, and without waiving the Assessment Lien therefor, a money judgment for both (a) such Assessment (including, by way of example rather than of limitation, the amount of any deficiency resulting from any foreclosure of such Assessment Lien), and (b) any and all interest accrued thereon through the date of such recovery, and costs incurred by the Association in obtaining such recovery (including, by way of example rather than of limitation, that of reasonable attorneys' fees).

6.6.2. Anything contained in the foregoing provisions of this subsection to the contrary notwithstanding, no such action may be brought to foreclose upon such Assessment Lien or otherwise to recover any of such Assessment, unless

(a) it is brought on or before the third (3rd) anniversary of the date on which such Assessment (or its initial installment, if payable in installments) first becomes due, and

(b) a written notice of the Association's intention to initiate the same is given to both the then Owner of the Lot against which such Assessment has been levied, and any person against whom such action or proceeding is to be brought, by not later than ten (10) days before such initiation.

6.7. Certificate as to payment of Assessments. The Association shall, upon written request at any time by any person liable for payment of any Assessment or installment thereof, or who holds any interest in a Lot against which an Assessment has been levied, deliver to such person a certificate signed by an officer of the Association, setting forth whether such Assessment or installment has been paid. Any such certificate so delivered shall be conclusive evidence of the payment of each Assessment or installment thereof therein stated to have been paid.

Section 7. Expansion of the Community.

7.1. The Developer hereby reserves, for a period of seven (7) years after the date hereof, the right (which shall be exercisable at its sole discretion, but only in accordance with the provisions of this Section) to expand

the Community from time to time by subjecting to the operation and effect of this Declaration, and thereby adding to the Community, all or any portion or portions of any one or more parcels of land, situate and lying in the said County, which are contiguous to Parcel A, together with all of the respective improvements on such portions and all of the respective rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining (each of which parcels, together with such improvements thereon and appurtenances thereto, is hereinafter sometimes referred to as a "Future Parcel").

7.2. Any such expansion shall be accomplished by, and become effective upon and only upon, the amendment of this Declaration by the recordation among the Land Records of an appropriate amendatory instrument which

7.2.1. sets forth a legal description of each Future Parcel or portion thereof added to the Community by such expansion;

7.2.2. expressly subjects the same to the operation and effect of this Declaration; and

7.2.3. if such Future Parcel or portion thereof has been subdivided into residential lots and/or open spaces in accordance with applicable law governing the subdivision of land in the said County,

(a) describes such residential lots and open spaces by reference to them as designated on the plat which, pursuant to such law, is recorded among the Land Records in connection with such subdivision,

(b) designates each such residential lot as a Lot and the remainder of such Future Parcel or portion thereof (other than any Dedicated Roadway therein) as part of the Commons for purposes of this Declaration, and

(c) designates such plat (if such plat is other than the original Community Plat) as an amendatory plat to the Community Plat for purposes of this Declaration.

7.3. Form of instrument.

7.3.1. Except to the extent that the form and contents of any such amendatory instrument or subdivision plat are dictated by applicable law, they may be determined by the Developer in the exercise of its sole discretion, and neither the effectiveness of any such expansion nor the execution or recordation of any such instrument or plat shall be conditioned upon the consent thereto or joinder therein by any person (including, by way of example rather than of limitation, the Association or any Owner) other than the Developer. The Developer shall be entitled to execute and/or record any such instrument or plat, and/or to take any other action with respect thereto, to the extent that such action is, in the opinion of the Developer's legal counsel, necessary or desirable to effectuate the provisions of this Section.

7.3.2. Without limiting the generality of the foregoing provisions of this subsection, the Developer may, by the provisions of any such amendatory instrument or plat, or at any time before the conveyance to the Association of such land, if any, as is added to the Commons by such expansion, reserve for the benefit of any Future Parcel or portion thereof (regardless of whether it is ever part of the Community) such easement rights of the type reserved by the Developer by the provisions of this Declaration as the Developer determines to reserve in the exercise of its sole discretion, all without the necessity of obtaining any other person's consent thereto or joinder therein.

7.4. Upon any such expansion of the Community, the title to each Future Parcel or portion thereof which is thereby added to the Community shall be and thereafter remain subject to the operation and effect of the provisions of this Declaration, to the same extent as if it formed part of the Community on the date hereof.

Section 8. Architectural Committee and control.

8.1. Architectural Committee.

8.1.1. The Board of Directors shall from time to time designate three or more individuals to constitute a committee to be known as "the Architectural Committee", which shall have the powers and duties conferred upon it by the provisions of this Section.

8.1.2. The affirmative vote of a Majority of the membership of the Architectural Committee shall be required for it to

(a) recommend to the Board of Directors the adoption or promulgation of any of the Rules and Regulations which are hereinafter in this Section referred to;

(b) make any finding, determination, ruling or order; or

(c) issue any permit, authorization or approval pursuant to the provisions of this Section.

8.1.3. Unless such decision is reversed or modified by the Board of Directors upon the written application of any Owner made to the Board of Directors within ten (10) days after the date on which the Architectural Committee makes a decision on any matter referred to in the provisions of subparagraphs 8.1.2(b) and (c), such decision shall be final.

8.2. Architectural control.

8.2.1. No building, fence, wall, sign, tank, pavement, television or radio antenna, or other structure of any kind (each of which is herein referred to as a "Structure") may be commenced, constructed, erected, placed, maintained or permitted to remain on a Lot, and no Structure existing on a Lot may be altered in any way

(other than interior painting or other modifications which are not visible from the exterior thereof) which materially changes the exterior appearance thereof, and no Use may be commenced on a Lot, unless prior thereto plans and specifications therefor, and a description of any such use (herein referred to collectively as "Plans"), have been submitted to and approved in writing by the Architectural Committee.

8.2.2. Such Plans shall (a) designate by reference to the Community Plat each Lot for which such Plans are submitted; (b) include a plan of each such Lot showing the nature, exterior color scheme, kind, shape, height, materials and location (both with respect to each such Lot and with respect to Structures located on adjoining portions of the Community) of all Structures then existing or proposed by such Plans to be placed thereon, any existing or proposed front, rear and side setbacks from such Structures, and the location of any existing or proposed parking spaces and driveways upon such Lot; and (c) be in such form and contain such other information as are required by the Architectural Committee.

8.3. Certain Rules and Regulations, and statements of policy.

8.3.1. The Architectural Committee may propose to the Board of Directors, and the Board of Directors may cause the Association to adopt, (a) certain Rules and Regulations governing the form and content of any Plans to be submitted to the Architectural Committee for its consideration, and (b) statements of policy with respect to its approval or disapproval of the architectural styles or details, or other matters, reflected in such Plans.

8.3.2. Such Rules and Regulations may be amended or revoked by the Board of Directors at any time in the same manner as the Rules and Regulations may be amended or revoked generally, and any such statement of policy may be amended or revoked by the Architectural Committee at any time.

8.3.3. The inclusion or omission of any matter in or from, or the amendment of, any of such Rules and Regulations or statement of policy shall not be deemed to bind the Architectural Committee to approve or disapprove any Plans or to constitute a waiver of the exercise of the Architectural Committee's discretion as to any such matter; provided, that no such amendment or revocation shall affect the finality of any such approval granted before such amendment or revocation.

8.4. Basis for disapproval.

8.4.1. The Architectural Committee may disapprove any Plans submitted to it whenever, in its opinion, any of the following circumstances exist:

(a) such Plans, or any Structure or Use covered by such Plans, are not in accordance with the pro-

visions of this Declaration, or of the said Rules and Regulations and statements of policy;

(b) such Plans do not contain information which the Architectural Committee may reasonably require to be contained therein;

(c) any Structure covered by such Plans is incompatible with any Structure on or Use of any Lot, due to the former's exterior design, height, bulk, shape, color scheme, finish, style of architecture, configuration, appearance, materials, location or relative cost;

(d) any Use covered by such Plans is incompatible with any Structure on or Use of any Lot;

(e) the existence, size, configuration or location of any parking area proposed for such Lot is incompatible with, or insufficient, inadequate or inappropriate in relation to, any existing or proposed Use or Structure on such Lot or elsewhere within the Community; and

(f) any other set of circumstances which, in the reasonable judgment of the Architectural Committee, would render any Structure or Use which is the subject of such Plans inharmonious with the general plan of development of the Community.

8.4.2. (a) If the Architectural Committee disapproves any Plans or approves them only upon the satisfaction of any specified condition requiring the modification of such Plans or the taking of any other action, it shall immediately notify the applicant thereof in writing, and shall furnish with such notice a statement of the grounds on which it was based.

(b) If the Architectural Committee approves any Plans without conditioning such approval on the satisfaction of any such condition, it shall immediately notify the applicant thereof in writing.

(c) Unless the Architectural Committee, by written notice to the applicant, disapproves any Plans submitted to it or approves them only upon the satisfaction of any specified condition, as aforesaid, within twenty-one (21) days after such Plans are submitted to it, it shall conclusively be deemed for all purposes of this Declaration to have approved such Plans unconditionally for each Lot for which they were so submitted.

8.5. Effect of approval. The Architectural Committee's approval of Plans for any Lot for which such Plans are submitted to it shall not constitute a waiver of its right, in its sole discretion, to disapprove such Plans or any of the features or elements included therein if such Plans are subsequently submitted to it for any other Lot; but (subject to the operation and effect of the provisions of paragraph 8.1.3.), as to any Lot for which such Plans are so approved, such approval shall be final and irrevocable.

8.6. Inspection of Lots. Any agent of the Association may at any reasonable time (but only after having given written notice of the same to the Owner thereof by not later than five (5) days prior thereto) enter upon and inspect any Lot and the exterior of any Structure thereon to ascertain whether the maintenance, construction or alteration of such Lot or Structure, and any Use thereof, are in accordance with the provisions hereof, and neither the Association nor such agent shall be deemed to have committed any trespass or other wrongful act by reason of such entry or inspection.

8.7. Certificate of compliance and approval.

8.7.1. After the completion on a Lot of the construction or alteration of any Structure, or the commencement of any Use thereon, the Association (or the Developer, as to Plans approved by the Developer pursuant to the provisions of subsection 8.9) shall, on written request by the Owner or any Mortgagee thereof, issue a certificate in a form suitable for recordation among the Land Records,

(a) identifying such Lot and such Structure or Use; and

(b) stating that the Architectural Committee (or the Developer, as the case may be) has approved Plans covering such Structure or Use in the manner set forth in the provisions of this Section, and believes that such Structure or Use complies therewith.

8.7.2. The Association may charge such Owner a reasonable fee for the issuance of such certificate, the payment of which at the time of the request for such certificate shall be a condition to its obligation hereunder to issue the same.

8.7.3. Such Owner shall bear the cost of recording such certificate among the Land Records.

8.8. Removal.

8.8.1. If any Structure is altered, erected, placed or maintained, or any new Use commenced, on any Lot other than in accordance with Plans approved by the Architectural Committee pursuant to the foregoing provisions of this Section, such action shall be deemed to be a violation of the provisions of this Section and, promptly after the Association gives written notice thereof to its Owner, such Structure shall be removed or restored to its condition prior to such action, and such Use shall cease, so as to terminate such violation.

8.8.2. If within fifteen (15) days after having been given such notice such Owner has not taken reasonable steps to terminate such violation, any agent of the Association may enter upon such Lot and take such steps as are reasonably necessary to terminate such violation. Such Owner shall be personally liable to the Association for the cost thereof, to the same extent as he is

liable for an Assessment levied against such Lot, and the Association shall have a lien therefor which is enforceable in the same manner as an Assessment Lien imposed upon such Lot.

8.9. Developer's and/or Builder's Plans. Nothing in the foregoing provisions of this Section shall be deemed in any way to require that the Developer or any Builder submit to the Architectural Committee, or obtain its approval of, Plans for any Structure to be constructed upon a Lot (or any Use or condition thereof) before the initial conveyance of record of the title to such Lot to a person other than the Developer or a Builder, if and only if Plans therefor have been approved in writing by the Developer, it being the Developer's intention that, where the Developer has approved such Plans, the provisions of this Section which require approval of such Plans, Use or condition by the Architectural Committee not be applicable to a Lot until the title thereto is hereafter first acquired of record by a person other than the Developer or a Builder.

Section 9. Use of Lots.

9.1. Uses prohibited absolutely.

9.1.1. Subject to the operation and effect of the provisions of paragraph 9.1.2,

(a) no Lot shall be devoted to a principal Use other than a residential Use;

(b) no Lot may contain more than one residential Structure at any time (which Structure must be an attached residential Structure, may constitute not more than one Dwelling, and may be used as a residence at any one time by not more than one family);

(c) no Lot or Dwelling may be used for transient or hotel purposes; and

(d) no trailer, basement, tent, shack, garage, barn, other outbuilding or other Structure of a temporary character located on any Lot shall be used as a temporary or permanent residence.

9.1.2. Nothing in the provisions of this Declaration shall be deemed in any way to prohibit

(a) the use by the Developer, any Builder, and their respective agents, employees, officers, contractors and invitees, of the improvements on each Lot of which the Developer or such Builder is then the Owner (i) as offices or as speculative or sample dwellings in connection with its development, construction, replacement, repair, maintenance, marketing, sale or leasing of any Lot (or of any portion of a Future Parcel which, by an expansion of the Community pursuant to the provisions of Section 7, would become a Lot), or (ii) in any other manner, unless any other person would, were he the Owner thereof, be prohibited or restricted in the same manner; or

(b) (provided that in each instance of such use the Architectural Committee has approved the same in the manner set forth in the provisions of Section 8) for the maintenance and operation of a church, school, library, playground, park, swimming pool, tennis, squash, racquetball or similar facility, open space and any related structure, if owned and operated by the Association or any nonprofit entity or governmental body.

9.2. Uses prohibited without approval by Architectural Committee.

Subject to the foregoing provisions of this Section, and unless the Architectural Committee has approved the same in the manner set forth in the provisions of Section 8,

9.2.1. no (a) house trailer, trailer, tractor trailer or other truck (other than a van or "pick-up" truck) or any similar item, or (b) (unless current and valid license plates are affixed thereto) boat, boat trailer, camper, recreational bus or automobile, shall be temporarily or permanently stored in the open on any Lot or on any street or parking area within the Commons.

9.2.2. no machinery shall be placed or operated on any Lot, except for such machinery as is customarily utilized in occupying a private residence.

9.2.3. no profession or home industry shall be conducted on any Lot.

9.2.4. no lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot; provided, that

(a) building materials being utilized in the construction, reconstruction or repair of any Structure in accordance with the provisions of Section 8 may be stored thereon while such activities are being carried on, and

(b) if trash or other refuse from such Lot is disposed of by being collected and carried away on a regular and recurring basis, containers containing the same may be placed in the open on any day on which a collection is to be made, at a place on or adjacent to such Lot which affords access thereto to the person making such collection (but further provided, that (i) such containers shall be stored at all other times so that they are not visible from elsewhere within the Community, and (ii) the Association may, in its discretion, adopt reasonable Rules and Regulations relating to the size, shape, color, number, type and manner of storage of such containers).

9.2.5., no tree having a diameter of three inches or more, as measured at a point two feet above the ground level, shall be removed from any Lot.

9.2.6.(a) no chain link fence shall be erected or maintained on any Lot.

(b) no fence or wall permitted to be constructed pursuant to Architectural Committee approval shall (i) exceed seventy-two inches in height, or (ii) interfere with any underground or surface drainage structure, pipe or ditch, or (iii) be located in the front yard of a Lot.

(c) no fence or wall shall be located (i) within the area lying between the front boundary line of a Lot and a line drawn parallel to such line and intersecting that portion of the Dwelling located upon such Lot which is the farthest from such front boundary line, or (ii) in any case nearer than two feet to any other boundary line of such Lot which is contiguous to a Dedicated Roadway Area (provided, that for purposes of the foregoing provisions of this paragraph 9.2.6 the front boundary line of a Lot shall be deemed to mean (i) that boundary line which is contiguous to the Dedicated Roadway Area which adjoins such Lot or (ii) if such Lot adjoins more than one Dedicated Roadway Area, that boundary line which is contiguous to that Dedicated Roadway Area is faced by the principal entrance to such Dwelling).

9.2.7. no livestock, poultry, or other animal, bird or insect of any kind shall be raised, bred or kept on any Lot, either temporarily or permanently (except that two (2) or fewer dogs, cats or other household pets may be kept on a Lot if not kept, bred or maintained thereon for any commercial purpose).

9.3. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, no odor shall be permitted to emanate therefrom, and no condition shall be maintained thereon, so as to render any Lot or portion thereof unsanitary, unsightly, unreasonably offensive or detrimental, or a nuisance, to any of the Community, any occupant thereof or any property. No trash, debris, or other offensive material shall be allowed to be deposited in any waterway, public or private, which adjoins the Community.

9.4. Repair of Structures. Each Owner shall at all times keep his Lot and the exterior of all Structures thereon in good condition and repair and adequately painted or otherwise finished.

9.5. Landscaping. Except for patios, walkways, flower gardens, hedges and trees, which shall be neatly maintained, all unimproved open areas on any Lot shall be maintained in lawns, which shall be kept mowed to a height not exceeding four inches.

9.6. Right of entry. The Association may enter on any Lot and (a) trim or prune any tree, hedge or other planting whose height or location on such Lot is, in the Association's judgment, unreasonably detrimental to any adjoining property, is unattractive or obscures the view of street traffic from any Lot, or (b) cure any violation of the provisions of this Section, all provided that such

Owner is given fifteen (15) days' prior written notice of such action. In such event, such Owner shall pay to the Association the amount of any and all reasonable expenses incurred by the Association in taking such action, within ten (10) days after such Owner's receipt of written demand therefor from the Association.

Section 10. Rights of Mortgagees.

10.1. General.

10.1.1. Regardless of whether a Mortgagee in Possession of a Lot is its Owner, (a) such Mortgagee in Possession shall have, in addition to its rights hereunder as a Mortgagee, all of the rights under the provisions of this Declaration, the Community Plat, the Articles of Incorporation, the By-Laws and applicable law which would otherwise be held by such Owner, subject to the operation and effect of anything to the contrary contained in its Mortgage, and (b) the Association and each other Owner or person shall be entitled, in any matter arising under the provisions of this Declaration and involving the exercise of such rights, to deal with such Mortgagee in Possession as if it were the Owner of such Lot

10.1.2. Any Mortgagee in Possession of a Lot shall (subject to the operation and effect of the provisions of this Declaration, the Articles of Incorporation, the By-Laws and applicable law) bear all of the obligations under the provisions thereof which are borne by its Owner; provided, that nothing in the foregoing provisions of this paragraph 10.1.2 shall be deemed in any way to relieve any Owner of any such obligation, or of any liability to such Mortgagee in Possession on account of any failure by such Owner to satisfy any of the same.

10.2. Rights of first refusal. Any Mortgagee in Possession shall be exempt from any right of first refusal or similar restriction held by the Association, to and only to the extent that it arises under the provisions of this Declaration, the Articles of Incorporation or the By-Laws, it being the Developer's intention that nothing in the foregoing provisions of this subsection be deemed in any way to imply such a right of first refusal hereunder or under the Articles of Incorporation or the By-Laws, or to alter or impair the operation and effect of any right of first refusal or similar restriction given by an Owner or any other person to the Association or any other person but not arising under the provisions of this Declaration, the Articles of Incorporation or the By-Laws.

10.3. Priority over Assessment. A Mortgagee's interest in a Lot under its Mortgage shall be

10.3.1. free of any claim or lien for any Assessment levied against such Lot before such Mortgage is recorded among the Land Records (unless before such recordation a Statement of Lien covering such Assessment is recorded among the Land Records pursuant to the provisions of subsection 6.4), other than any claim for a pro rata share of the amount represented by such Assessment which

results from any pro rata reallocation of such Assessment among all of the Lots, including such Lot; and

10.3.2. free of any such claim or lien arising after such recordation of such Mortgage, and before such Mortgagee becomes a Mortgagee in Possession of such Lot.

10.4. Actions conditioned on Mortgagee's approval. Unless two-thirds (2/3) of the first Mortgagees of all Lots then within the Community have given their prior written approval thereof, the Association shall not by act or omission

10.4.1. seek to abandon, partition, subdivide, encumber, sell or transfer the Commons (provided, that the granting of easements for public utilities or other public purposes consistent with the intended use of the Commons shall not be deemed to be prohibited by the foregoing provisions of this subsection), or

10.4.2. use any proceeds derived from hazard insurance and paid to the Association on account of any damage to or destruction of any of the Commons, for other than the repair, replacement or reconstruction thereof, or

10.4.3. fail to maintain fire and extended coverage insurance on so much of the Commons as is insurable, on a current replacement cost basis, in an amount not less than one hundred percent (100%) of the insurable value thereof (based on its current replacement cost), or

10.4.4. change the method of determining the Assessments, or

10.4.5. by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, set forth in the provisions of this Declaration, pertaining to the architectural design or the exterior appearance or maintenance of Lots or improvements thereon, or the maintenance and upkeep of the Commons.

10.5. Inspection; statement and notice. A Mortgagee shall, upon request of the Association, and provided that it has furnished the Association with the information referred to in the provisions of subsection 11.12, be entitled to

10.5.1. inspect the Association's books and records during normal business hours;

10.5.2. receive an annual audited financial statement of the Association within ninety (90) days after the end of any fiscal year of the Association;

10.5.3. be given timely written notice of all meetings of the Membership, and designate a representative to attend all such meetings;

10.5.4. be given timely written notice of the occurrence of any substantial damage to or destruction of the Commons, or if the Commons are made the subject of any condemnation or eminent domain proceeding or the acquisition thereof is otherwise sought by any condemning authority; and

10.5.5. be given written notice by the Association of any default by the Owner of such Mortgagee's Lot in performing such Owner's obligations under the provisions of this Declaration, the Association's articles of incorporation or the By-Laws which is not cured within thirty (30) days after such default commences.

10.6. Taxes on Commons. The first Mortgagees may, jointly or singly, pay any or all taxes or other charges which are in default and which may or have become a charge against any of the Commons, and may pay any or all overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of any such policy, for the Commons. Any first Mortgagee making any such payment shall be owed immediate reimbursement therefor from the Association.

10.7. Approval by Federal Housing Administration and Veterans Administration.

Until the Class B Membership terminates pursuant to the provisions of Section 4, the consent or approval of the Federal Housing Administration and/or the Veterans Administration shall be obtained to any of the following actions taken while a Mortgage is in effect which is insured by such entity:

10.7.1. an expansion of the Community pursuant to the provisions of Section 7;

10.7.2. a dedication of any portion of the Commons to public use; and

10.7.3. an amendment of this Declaration.

Section 11. General.

11.1. Effectiveness. This Declaration shall become effective upon and only upon its having been executed and acknowledged by the Developer, and recorded among the Land Records.

11.2. Assignment.

11.2.1. The Developer shall be entitled at any time to assign to any person any or all of its right, title and interest as "the Developer" hereunder (including, by way of example rather than of limitation, the Developer's rights under, or held pursuant to, the provisions of Sections 4, 5, 7 and 8) by an instrument which makes specific reference to this subsection, and is executed and delivered by the Developer and such assignee and recorded among the Land Records.

11.2.2. The Developer may from time to time hereafter permit any right which it then holds under the provisions of this Declaration to be exercised on its behalf by any of its officers, directors, employees or agents.

11.3. Amendment and termination.

11.3.1. Except as is otherwise provided in this Declaration, this Declaration and the Community Plat may be amended or terminated by and only by an instrument or plat (a) executed by Owners of at least two-thirds (2/3) of the Lots (one of which must, during the Development Period, be the Developer), and by each Mortgagee whose right, title or interest hereunder would be adversely affected thereby, and (b) recorded among the Land Records.

11.3.2. This Declaration, as amended from time to time, shall remain in full force and effect (a) until the fortieth (40th) anniversary of the date hereof, and (b) thereafter until there is recorded among the Land Records an instrument which, expressly and by specific reference to this paragraph 11.3.2, and in the manner set forth in the foregoing provisions of this subsection, terminates the operation and effect of this Declaration as of a date specified in the provisions of such instrument, in which event such termination shall be effective as of such date.

11.3.3. Anything contained in the provisions of this Declaration to the contrary notwithstanding, the Developer may, without obtaining the consent thereto of any Owner, Mortgagee or other person, amend this Declaration or the Community Plat if and only if such amendment is (in the Developer's reasonable opinion) necessary to correct obvious typographical, mathematical or similar errors therein.

11.4. Waiver. The Developer shall not be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing (and, without limiting the generality of the foregoing, no delay or omission by the Developer in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.

11.5. Applicable law. This Declaration shall be given effect and construed by application of the law of Maryland, and any action or proceeding arising hereunder shall be brought in the courts of Maryland; provided, that if any such action or proceeding arises under the Constitution, laws or treaties of the United States of America, or if there is a diversity of citizenship between the parties thereto, so that it is to be brought in a United States District Court, it shall be brought in the United States District Court for the District of Maryland.

11.6. Headings. The headings of the sections, subsections, paragraphs and subparagraphs hereof are provided herein for and only for convenience of reference, and shall not be considered in construing their contents.

11.7. Severability. No determination by any court, governmental or administrative body or otherwise that any provision of this Declaration, the Community Plat or any amendment thereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provision, or (b) such provision in any instance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

11.8. Construction. All references made herein (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders; (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well; and (c) to any Section, subsection, paragraph or subparagraph shall, unless therein expressly indicated to the contrary, be deemed to have been made to such Section, subsection, paragraph or subparagraph of this Declaration.

11.9. Contract Purchasers and Lessees. Nothing in the provisions of this Declaration shall be deemed in any way to condition the effectiveness of any action upon the consent thereto or joinder therein of any Contract Purchaser or Lessee of a Lot, notwithstanding that such effectiveness may be conditioned upon the consent thereto or joinder therein of the Owner of such Lot.

11.10. Exhibits. Each writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby made a part hereof.

11.11. General plan of development.

11.11.1. The provisions of this Declaration shall conclusively be deemed to be part of a general plan or scheme of development and use for the Community and, as such, to be covenants running with, binding upon, benefiting and burdening the respective titles to each Lot and the Commons; provided, that they shall not be deemed covenants running with, binding upon, benefiting or burdening the title to (or otherwise to be enforceable at law or in equity with respect to)

(a) any Future Parcel or portion thereof unless and until it is added to the Community through an expansion thereof pursuant to the provisions of Section 7, or

(b) any land not within Parcel A or any Future Parcel.

11.11.2. If any Owner or other person fails to comply with any of such provisions, such failure shall

give rise to a cause of action for the recovery of damages, injunctive relief, or both, in any or all of the Developer, the Association and each Owner, and their respective heirs, personal representatives, successors and assigns.

11.11.3. Both the Developer, by delivering to the Association a deed conveying to it the title to any or all of the Commons, or by delivering to any person a deed conveying to such person the title to a Lot, and the Association or such person, by accepting such delivery, shall be deemed thereby to have agreed with each other and with each other Owner to be bound by the provisions of this Declaration.

11.11.4. Any lease or licensing agreement entered into by an Owner or another person and covering any or all of a Lot, or by the Association and covering any of the Commons, shall be in writing and shall expressly provide that (a) the terms of the lease or license thereby created are in all respects subject to the operation and effect of the provisions of this Declaration, and (b) any failure by the lessee or licensee thereunder to comply with such provisions shall constitute a default under such agreement. To the extent that any such agreement does not expressly so provide, it shall be deemed to do so.

11.11.5. Each person who, together with any other person, is an Owner or a Lessee shall be jointly and severally liable for adhering to the terms and satisfying the conditions hereof.

11.12. Notices.

11.12.1. Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to any person shall be in writing, and (a) shall be deemed to have been provided forty-eight (48) hours after having been deposited as first class mail in the United States mails, postage prepaid, and addressed (i) if the addressee is the Developer, to its address which is set forth hereinabove or to such other address in the United States of America as the Developer may designate from time to time by notice to the Association, with a copy to the Developer's attorney, Ronald P. Fish, Esquire (whose address is 1300 Mercantile Bank & Trust Building, 2 Hopkins Plaza, Baltimore, Maryland 21201), (ii) if the addressee is the Association or the Architectural Committee, to the address of the Association's resident agent as set forth in the Articles of Incorporation, or to such other address in the United States of America as the Association may designate from time to time by notice to the Owners, (iii) if the addressee is an Owner (other than the Developer) or a Mortgagee who (in accordance with the provisions of the Articles of Incorporation and the By-Laws) has notified the Association of its status as such and furnished the Association with its address in the United States of America, to such person's said address (herein referred to as such person's "Notice Address"), and (iv) if the addressee either (A) has not so notified the Asso-

clation and furnished it with its address, as aforesaid, or (B) is any other person, to such address in the United States of America as is used by the United States Postal Service for the delivery of mail to such person or his Lot, or (b) shall be deemed to have been provided upon actual hand or other delivery to such person.

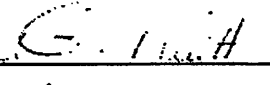
11.12.2. Anything contained in the provisions of this Declaration to the contrary notwithstanding, unless an Owner or a Mortgagee has notified the Association of its status as such and furnished the Association with its address in accordance with the provisions of the Articles of Incorporation or the By-Laws, such person shall have no right under the provisions thereof or of this Declaration (a) to be given any notice, demand, consent, approval, request or other communication or document by the Association, (b) to participate in the consideration of or cast any vote on any question voted upon by the Membership, or (c) otherwise to be recognized as such by the Association or any Owner.

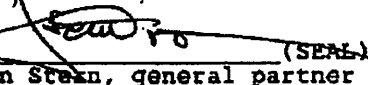
11.13. Waiver of reversionary right. The provisions of this Declaration shall not be construed as conditions subsequent, or as creating a possibility of reverter, and no provision hereof shall be deemed to vest in the Developer or any other person any reversionary right with respect to any Lot. Any such reversionary right is hereby expressly waived.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed and ensealed on its behalf by its duly authorized representatives, the day and year first above written.

WITNESS:

MARINE OAKS, a limited partnership organized and existing under the law of Maryland.




by _____ (SEAL)
Ivan Stern, general partner

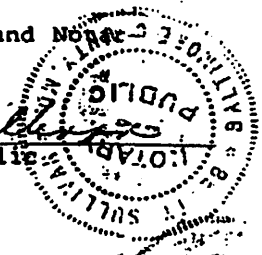
- The Developer

STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY that on this 19th day of April, 1984, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared IVAN STERN, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the general partner of MARINE OAKS, a limited partnership organized and existing under the law of Maryland and the entity named in such instrument as "the Developer", that he has been duly authorized to execute,

and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notary Seal, the day and year first above written.

[Signature]
Notary Public


My commission expires on July 1, 1986.

CONSENT AND AGREEMENT OF TRUSTEE AND BENEFICIARY

WILLIAM E. EYRING, JR., Trustee and EQUITABLE BANK, NATIONAL ASSOCIATION, a national banking association organized and existing under the law of the United States, who are, respectively, the trustees and the beneficiary under a deed of trust dated June 8, 1983, and recorded among the Land Records of Baltimore County, Maryland, in Liber 6537 at folios 197 et seq., from Marine Oaks, hereby join in the foregoing Declaration for the express purpose of subjecting all of their respective right, title and interest under such deed of trust in and to the real property described in Exhibit A to such Declaration to the operation and effect of such Declaration.

Nothing in the foregoing provisions of this Consent and Agreement of Trustee and Beneficiary shall be deemed in any way to create between the person named in such Declaration as "the Developer" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, each of the said trustee and beneficiary has executed and ensealed this Consent and Agreement of Trustees and Beneficiary or caused it to be executed and ensealed on its behalf by its duly authorized representatives, this 25th day of April, 1984.

WITNESS:

[Signature]

[Signature] (SEAL)
WILLIAM E. EYRING, Trustee

ATTEST:

EQUITABLE BANK, NATIONAL ASSOCIATION

[Signature]
Rodger S. Nesbitt
Assistant-Secretary

by *[Signature]* (SEAL)
JOSEPH H. ...
PRESIDENT

STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY that on this ___ day of April, 1984, before me, a Notary Public for the state and county aforesaid, personally appeared MARK SIMENDINGER, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

My commission expires on _____

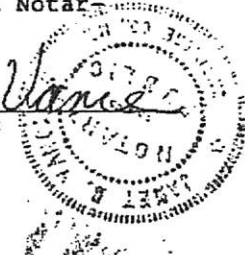
STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY that on this 25th day of April, 1984, before me, a Notary Public for the state and county aforesaid, personally appeared WILLIAM E. EYRING, JR., Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

My commission expires on 7-1-86



STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY that on this 25th day of April, 1984, before me, a Notary Public for the state and county aforesaid, personally appeared Joseph V. Proclo known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Vice President of EQUITABLE BANK, NATIONAL ASSOCIATION, a national banking association organized and existing under the law of the United States, that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

My commission expires on 7-1-86



MARINE OAKS PHASE II

DECLARATION OF COVENANTS,
EASEMENTS, CHARGES AND LIENS

EXHIBIT A

Description of Parcel A

ALL OF THAT LAND, situate and lying in Baltimore County, Maryland, which is described as follows:

ALL those lots and parcels of ground including, without limitation, roadways and common areas, situate, lying, and being shown and designated on that certain plan of subdivision entitled, "Plat 4" "Marine Oak Village", which Plat is recorded among the Land Records of Baltimore County in Plat Book E.H.K. Jr. No. 39, folio 115. Containing 4.493 acres of land, more or less.

MARINE OAKS PHASE II

DECLARATION OF COVENANTS,
EASEMENTS, CHARGES AND LIENS

EXHIBIT B

Lots in Parcel A

Lots numbered 1 - 31, 33, 35 and 37 Ebbing Court and Lots numbered 2, 4, 6, 8, 10, 12, 14, 16, 18, & 20 Ensign Court as shown on a plat (consisting of one (1) sheet) prepared by Gerhold, Cross & Etzel, entitled "Plat 4, Marine Oaks Village", dated May 25, 1976, and recorded among the Land Records in Plat Book E.H.K., Jr. No. 39 at folio 115.

Rec'd for record MAY 7 1984 at 12 43 PM
Per Elmer H. Kahline, Jr., Clerk
Mail to John B. Harvey Jr.
Receipt No. ✓ \$ 169.00

DEED

THIS DEED, made this 19th day of April, 1984, by and between MARINE OAKS, a limited partnership organized and existing under the law of Maryland (hereinafter referred to as "the Developer"), and THE MARINE OAKS PHASE II HOMEOWNERS' ASSOCIATION, INC., a corporation organized and existing under the law of Maryland (hereinafter referred to as "the Association").

WITNESSETH, THAT FOR AND IN CONSIDERATION of the premises (the actual consideration paid or to be paid for the within conveyance being \$0.00), and for other consideration, the receipt and adequacy of which are hereby acknowledged, the Developer hereby grants and conveys unto the Association and its successors and assigns, in fee simple, all of that land, situate and lying in Baltimore County, Maryland, which is described in Exhibit A hereto.

TOGETHER WITH any and all improvements thereon and any and all rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining (all of which land, improvements and appurtenances are hereinafter referred to collectively as "the Property").

TO HAVE AND TO HOLD the Property unto and to the proper use and benefit of the Association and its successors and assigns, in fee simple, subject to the operation and effect of any and all instruments and matters of record.

WITHOUT LIMITING THE GENERALITY of the foregoing provisions of this deed, the Developer and the Association hereby acknowledge to and agree with each other, for themselves and their respective heirs, personal representatives, successors and assigns, (1) that the title to the Property being conveyed to the Association by this Deed is encumbered by, and is being conveyed subject to, the operation and effect of an instrument entitled "Declaration of Covenants, Easements, Charges and Liens" (hereinafter, as amended, referred to as "the Declaration") dated April 19, 1984, and recorded among the Land Records of the said County immediately prior hereto made by the Developer; (2) that the provisions of the Declaration constitute, and have been so recorded as part of, a general plan or scheme of development and use for all of that real property, situate and lying in the said county, which is therein and hereinafter referred to as "the Community", as from time to time constituted, including the Property (but not for any real property not within the Community, as from time to time constituted); (3) that the provisions of the Declaration are and shall be covenants which run with, bind upon, benefit and burden the title to both the Property and the remainder of the Community, as fully and completely as if such provisions were set forth at length in this Deed (and for that purpose such provisions are hereby incorporated herein by reference); (4) that the Property is "the

STATE DEPARTMENT OF
REVENUE & PATRIOTISM
4000 5/7/84
F. 11-85

TRANSFER TAX
NOT REQUIRED
DATE 5/7/84

TRANSFER TAX NOT REQUIRED
Office of Finance
BALTIMORE COUNTY, MARYLAND
Per _____
Authorized Signature
Date _____ Sec. 11-85

ial Seal, the day and year first above written.

Betty Sullivan
Notary Public

My commission expires on July, 1986

STATE OF MARYLAND: COUNTY OF Baltimore: TO WIT:

I HEREBY CERTIFY that on this 19th day of April, 1984, before me, a Notary Public for the state and county aforesaid, personally appeared IVAN STERN, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the president of THE MARINE OAKS PHASE II HOMEOWNERS' ASSOCIATION, INC., a corporation organized and existing under the law of Maryland and the entity named in such instrument as "the Association", that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Betty Sullivan
Notary Public

My commission expires on July, 1986

**JOINDER AND RELEASE BY
TRUSTEE AND BENEFICIARY**

WILLIAM E. EYRING, JR., Trustee and **EQUITABLE BANK, NATIONAL ASSOCIATION**, a national banking association organized and existing under the law of the United States who are, respectively, the trustees and the beneficiary under a deed of trust dated June 8, 1983, and recorded among the Land Records of Baltimore County, Maryland, in Liber 6537 at folios 197 et seq., from Marine Oaks, hereby join in the foregoing Deed for the express purpose of (1) conveying to **THE MARINE OAKS PHASE II HOMEOWNERS' ASSOCIATION, INC.**, a corporation organized and existing under the law of Maryland, all of their right, title and interest under the said deed of trust in and to the real property described in Exhibit A to such Deed, and (2) thereby releasing from the lien, operation and effect of such deed of trust all of their said right, title and interest in and to the said real property, so that such real property is now and hereafter shall be free and clear of the lien, operation and effect of such deed of trust as if it had never been subject thereto, but without altering or impairing the lien,

RGT/04-18-84
3:00z

operation and effect of such deed of trust as to the remainder of the real property now subject thereto.

Nothing in the foregoing provisions of this Joinder and Release by Trustee and Beneficiary shall be deemed in any way to create between the person named in such Deed as "the Developer" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, each of the said trustee and beneficiary has executed and ensealed this Joinder and Release by Trustee and Beneficiary or caused it to be executed and ensealed on its behalf by its duly authorized representatives, this ~~25th~~ day of April, 1984.

WITNESS:

[Signature]

[Signature] (SEAL)
WILLIAM E. EYKINS, JR., Trustee

ATTEST:

EQUITABLE BANK, NATIONAL ASSOCIATION, a national banking association organized and existing under the law of the United States,

[Signature]
Roger S. Nashitt
Assistant Secretary

by [Signature] (SEAL)
VICE PRESIDENT

STATE OF MARYLAND: COUNTY OF _____ : TO WIT:

I HEREBY CERTIFY that on this _____ day of April, 1984, before me, a Notary Public for the state and county aforesaid, personally appeared MARK SIMENDINGER, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public


My commission expires on _____

STATE OF MARYLAND: COUNTY OF Baltimore: TO WIT:

I HEREBY CERTIFY that on this 25th day of April, 1984, before me, a Notary Public for the state and county aforesaid, personally appeared WILLIAM E. EYRING, JR., Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Janet B. Vance
Notary Public




My commission expires on 7-1-86

STATE OF MARYLAND: COUNTY OF Baltimore: TO WIT:

I HEREBY CERTIFY that on this 25th day of April, 1984, before me, a Notary Public for the state and county aforesaid, personally appeared Joseph V. Prado, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Vice President of EQUITABLE BANK, NATIONAL ASSOCIATION, a national banking association organized and existing under the law of the United States, that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Janet B. Vance
Notary Public



My commission expires on 7-1-86

DEED

by and between

MARINE OAKS

and

THE MARINE OAKS PHASE II HOMEOWNERS' ASSOCIATION, INC.

EXHIBIT A

Description of the Property

ALL OF THAT LAND, situate and lying in Baltimore County, Maryland, which is shown on a plat (consisting of one (1) sheet) prepared by Gerhold, Cross & Etzel, entitled "Plat 4 'Marine Oaks Village'", and recorded among the Land Records of the said County in Plat Book 39 at folio 115, et seq.,

SAVING AND EXCEPTING THEREFROM all of the following lots as shown on such subdivision plat:

Ensign Court: Lots 2, 4, 6, 8, 10, 12, 14, 16, 18 and 20

Ebbing Court: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 33, 35 and 37.

TOGETHER WITH all of those portions of the roadways designated as "Marine Oaks Drive", "Ebbing Court" and "Ensign Court" which are shown on such subdivision plat and located within the boundaries of the Property.

Rec'd for record MAY 7 1984 at 43

Per Elmer H. Kahline, Jr. Clerk

Mail to Guaranty Title Co Inc
Receipt No. 3600

C RC/F 26.00
DEED 0 #
ERK JR T 26.00
#03165 C001 R02 T12+43
05/07/84