

BOOK 13567 PAGE 487

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THE OVERLOOK
DECLARATION OF COVENANTS, CONDITIONS,
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IMP FD SURE \$ 20.00
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TOTAL 95.00
Rpt # 4411 Rpt # 12609
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Aug 15, 2003 09:59 am

James C. Praley
Lessans, Praley & McCormick, P.A.
7419 Baltimore-Annapolis Blvd.
Glen Burnie, Maryland 21060
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THE OVERLOOK PROPERTY OWNERS ASSOCIATION, INC.

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**

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EXHIBIT A – Initial Bylaws of Association

THE OVERLOOK PROPERTY OWNERS ASSOCIATION, INC.

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS ("Declaration"), dated this 7th day of March, 2003, by NORWOOD PROPERTIES, LLC, a Maryland limited liability company (the "Declarant").

Explanatory Statements

The Declarant is the developer of the residential subdivision known as "The Overlook" (the "Subdivision"), consisting of all of the land shown on the Subdivision Plats recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 243, Pages 41 through 49, inclusive (the "Plats").

By the execution, acknowledgment and recordation of this Declaration, the Declarant intends to subject the building lots in the Subdivision (the "Lots") to the covenants, conditions, restrictions and easements set forth below, which are for the purpose of protecting the value and desirability of the Property and the Lots.

Declaration

NOW, THEREFORE, the Declarant declares that the Lots and other properties in the Subdivision shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
Definitions**

Section 1. "**Association**" shall mean and refer to The Overlook Property Owners Association, Inc., a Maryland non-stock corporation, its successors and assigns.

Section 2. "**Bylaws**" shall mean the initial bylaws of the Association, a copy of which is attached hereto as Exhibit A.

Section 3. "**Builder**" shall mean any recognized homebuilder to which the Declarant may sell any Lot for the construction of a dwelling unit thereon.

Section 4. “**Common Areas**” shall mean all real property (including the improvements thereto, if any), owned by the Association for the common use and enjoyment of the Owners, including but not limited to reserved open spaces, recreation areas, maintenance areas, non-tidal wetlands, buffer areas, natural resource districts, steep slopes, private streets, storm water detention facilities, and any other real property or other facilities which the Association owns or with respect to which it is a licensee, or grantee or beneficiary of an easement, for the common use and enjoyment of the Owners.

Section 5. “**Lot**” shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties intended for development as a single family building lot.

Section 6. “**Owner**” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. “**Property**” or “**Properties**” shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II

Property Rights

Section 1. Owners' Easements and Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;
- (b) the right of the Association to suspend the voting rights and rights to use of the recreational facilities by an owner for any period during which any assessment against their Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded; and,
- (d) the restrictions and limitations established by any conservation easements.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, their right of enjoyment to the Common Areas and facilities to the members of their family, their tenants, or contract purchasers who reside on the property.

ARTICLE III
Membership and Voting Rights

Section 1. Members. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Membership Classes. The Association shall have two classes of voting membership:

(a) Class A - Class A members shall be all Owners with the exception of the Declarant and Builder, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

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

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

(ii) on December 31, 2006.

ARTICLE IV
Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a Deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

(a) annual assessments or charges ("Annual Assessments"); and

(b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided ("Special Assessments").

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of any Common Areas, including any entrance sign or other improvements, including landscaping, which may be erected or installed at the entrance to the Properties.

Section 3. Maximum Annual Assessment.

(a) Until January 1st of the year immediately following the conveyance of the first lot to an Owner, the minimum Annual Assessment with respect to each Lot shall be Two Hundred Dollars (\$200.00) and the maximum annual assessment shall be Four Hundred Dollars (\$400.00).

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased each year not more than ten (10%) above the maximum Annual Assessment for the previous year without a vote of the membership.

(c) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased above the maximum percentage by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(d) The Board of Directors may not fix the Annual Assessment at an amount in excess of the maximum permitted without the approval of the members as aforesaid. The Association, at the election of the Board of Directors, may collect the Annual Assessments annually, semi-annually, or in quarterly or monthly installments.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto; provided that any such Special Assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both Annual Assessments and Special Assessments must be fixed at a uniform rate for all Lots and may be collected in an annual, semi-annual, quarterly or monthly installments, in the discretion of the Board of Directors.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The Annual Assessments and Special Assessments provided for herein shall commence as to each Lot on the

date that a Certificate of Occupancy is issued with respect to the dwelling to be constructed on such Lot. The first Annual Assessment shall be adjusted according to the number of days remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments for a specific Lot shall be binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid when due shall bear interest from the due date at the rate of eighteen (18.0%) per annum. The Association may (a) bring an action at law against the Owner personally obligated to pay the same, (b) enforce the lien pursuant to the Maryland Contract Lien Act, Title 14, Subtitle 2 of the Real Property Article, Annotated Code of Maryland, or (c) foreclose the lien against the property under the appropriate provisions of the Annotated Code of Maryland and the Maryland Rules of Procedure. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of their Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien; however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No voluntary sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) all properties dedicated to and accepted by a local public authority; and,
- (b) the Common Areas.

ARTICLE V

Architectural Control

Section 1. Review Required. No building, fence, wall, swimming pool or other structure, driveway, sidewalk, mailbox, landscaping or other improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to, or change or alteration or improvement, including change of colors, wherein or thereon, be made until the plans and specifications showing the nature, kind, shape, height, materials, color, elevation and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an Architectural

Review Committee (the "ARC") composed of three (3) individuals who shall be appointed by the Declarant until such time as construction of homes in the Subdivision (and any additions thereto) terminates, and thereafter by the Board of Directors of the Association. In the event that the ARC fails to approve or disapprove such design and location within forty five (45) days after said plans and specifications, in appropriate form, have been submitted to it, then approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Items Subject to Review. The ARC shall have the specific authority to review and approve the following types of improvements and aspects thereof:

- (a) Design;
- (b) Size;
- (c) Landscaping;
- (d) Exterior finishes, colors and style, including types of finishes and colors of brick, siding, chimney and roofing materials;
- (e) Lamp post and mailbox (including newspaper receptacles) designs, styles and colors;
- (f) Driveway and sidewalk layouts and materials;
- (g) Fence styles, materials, colors and locations; and,
- (h) Deck styles, locations, materials and colors.

Section 3. Criteria. Denial of approval by the ARC may be based upon any ground, including purely aesthetic consideration. In order to provide guidance and to expedite approvals, the ARC may from time to time promulgate lists of materials, colors, finishes and other design elements which are acceptable to the ARC.

Section 4. Expiration of Approval. Construction of improvements in accordance with plans and specifications approved by the ARC pursuant to the provisions of this Article shall commence within one hundred eighty (180) days after the date of such approval and shall be completed within twelve (12) months after the date of approval, or within such other period (whether shorter or longer) as the ARC may specify in its approval, in its sole discretion. In the event that construction is not commenced within the aforesaid 180 day period, then approval of the plans and specifications shall conclusively be presumed to have lapsed and compliance with the provisions of this Article shall again be required. Once construction of approved improvements has commenced, an Owner shall diligently pursue them to completion. After construction, all improvements shall be maintained continuously in strict conformity with the plans and specifications approved by the ARC and all applicable laws and regulations.

Section 5. Violation. If any Structure is altered, erected, placed or maintained on any Lot other than in accordance with approved plans and specifications therefore and applicable law, such action shall be deemed to be a violation of the provisions of this Declaration and, promptly after the Association gives written notice thereof to its Owner, such Structure shall be removed or restored to its condition prior to such action, and such use shall cease, so as to terminate such violation. If within thirty (30) days after having been given such notice, such 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 reasonable 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, upon the failure of the Owner to pay such cost within ten (10) days after such Owner's receipt of written demand therefore from the Association, the Association may establish a lien therefore upon such Lot in accordance with and subject to the provisions of this Declaration applicable to an assessment item.

Section 6. Right of Inspection. Any member of the Architectural Review Committee, upon the occurrence of a violation of the provisions of this Declaration, and after the Association or the Architectural Review Committee gives written notice thereof to the Owner of the applicable Lot, at any reasonable time, may enter upon and inspect any Lot and the exterior of any Structure

Section 7. Declarant and Builder Exempt. Notwithstanding anything to the contrary contained herein, any construction or development upon the Properties by the Declarant (which shall include any work performed by Declarant's agents, employees, and contractors) shall be exempt from the requirement for architectural review and approval as described herein. Additionally, the Declarant, or its assignee, shall have the sole right of architectural review and approval with respect to any improvements constructed by a Builder.

ARTICLE VI **Use Restrictions**

Section 1. Permitted Uses. No Lot shall be used except for (a) residential purposes, for single family residences; (b) a sales office and storage of construction materials during the initial construction and sales period; and, (c) construction of single family dwellings for sale.

Section 2. Improvements. No building, accessory building or structure, outdoor play equipment, shed, porch or porch covering, garage, trailer, tent, driveway, back fence, hedge, screen, swimming pool, barn or other structure, either temporary or permanent, shall be allowed, constructed or altered upon any Lot or dwelling thereon without the plans and specifications of such having been approved by the ARC as to quality of workmanship, design, colors and materials and harmony of same to the project as a whole. No structure built upon any Lot shall have any part of the exterior (including front door trim) painted unless the proposed color thereof has been approved by the ARC. Any dwelling constructed by anyone other than the Declarant upon one of the Lots shall contain a minimum of two thousand five hundred (2,500) square feet of living space, after exclusion of all exterior walls, closets, furnace spaces, washer and dryer rooms, unfinished basement space, crawl space, attic space and garage or carport space.

Section 3. Fences. No fence, wall or walls or other similar type structures shall be allowed except those approved by the ARC.

Section 4. Clotheslines. No drying or airing of any clothing, bedding or similar materials shall be permitted outdoors and within or upon any Lot other than within rear yards and between the hours of 8:00 A.M. and 5:00 P.M. on Monday through Friday and 8:00 A.M. and 1:00 P.M. on Saturdays (except when any such day shall fall upon a holiday) and clothes hanging devices such as lines, reels, poles, frames, etc. shall be stored out of sight other than during the times set forth herein.

Section 5. Lighting and Wiring; Antennae.

(a) Any exterior lighting on Lots shall be directed downward and shall not be directed outward from, or extend beyond, the boundaries of any Lot. All wiring on any Lot shall be underground.

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

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

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

Section 6. Swimming Pools. In-ground swimming pools shall be permitted on the Lots subject to Architectural approval. Above ground pools are expressly prohibited.

Section 7. Storm Doors. Storm doors shall be wood or anodized aluminum and shall be painted the same color as either the door or trim of the house.

Section 8. Vehicles; Garage Doors. No campers, vans, recreational vehicles, boats, trailers or other types of non-passenger vehicles or accessories may be kept on any lot unless the same are fully enclosed within a garage. No vehicles (including trailers and campers), except as may be classified as passenger cars or station wagons, shall be regularly parked in residential areas. Garage doors to dwelling units located on any Lot shall be kept closed at all times except as may periodically be required to permit vehicular and other necessary passage, provided that immediately after such passage, the garage doors are returned to a closed position.

Section 9. Noxious Activities; Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood or any adjoining property owners. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such properly maintained and operated devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other structure constructed upon any Lot. No snowmobiles, go-carts, motorbikes, trail bikes, other loud-engine recreational vehicles or skateboard ramps shall be run or operated upon any Lot or upon any roadways serving the Property.

Section 10. Signs. During the sales period no signs may be displayed except those erected by Declarant or Builder. Thereafter, only customary "For Rent" and "For Sale" signs, not exceeding two (2) square feet in size, may be displayed.

Section 11. Animals. No animals, livestock or poultry of any kind shall be kept, raised, bred, or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for a commercial purpose. Dogs and cats shall be restrained by a leash when off of the Lot owned by animal's owner.

Section 12. Trash; Rubbish. No Lot shall be used or maintained as a dumping ground for rubbish. Trash shall be stored in closed metal containers or containers constructed of other suitable materials and trash and garbage containers shall not be permitted to remain in public view except on days of trash collection and after 6:00 P.M. on days prior to trash collection. No garbage or trash containers shall be kept on the front or side yard of any Lot and garbage and trash containers kept or maintained in the rear yards of any Lot shall be screened from public view at all times. No incinerator shall be kept or maintained upon any Lot.

Section 13. Maintenance of Property. Owners shall, at all times, maintain their Lots and all appurtenances thereto in good repair and in a state of neat appearance, including but not limited to, the seeding, watering and mowing of all lawns and yards, keeping all sidewalks, if any, neat, clean and in good repair, and free of ice and snow, the pruning and cutting of all trees

and shrubbery and the painting (or other appropriate external care) of all structures on the Lot, all in a manner and with such frequency as is consistent with good property management and maintenance. If, in the opinion of the Architectural Review Committee, any Owner fails to perform the duties imposed hereunder, the Association, on affirmative action of a majority of the Board of Directors, after fifteen (15) days written notice to such Owner to remedy the condition in question, and upon failure of the Owner to remedy the condition, shall have the right (but not the obligation), through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot and the improvements or structures thereon, and the cost thereof shall be a binding, personal obligation of such Owner, as an additional assessment on the Lot.

Section 14. Clearing Prohibited. Except for removal of diseased or dead trees or debris in existing wooded areas, or the removal of obnoxious weeds, no clearing of the property or Lots shall be done by any owner thereof except in conformance with the approved grading and erosion control plans for the site. With the exception of dying or decaying trees, no trees may be cut or removed without prior written consent of the ARC. Forest and ground cover which are noted to remain beyond the Limit of Disturbance established by the Forest Conservation Plan and Final Development Plan on file at the Office of Planning and Zoning may only be cleared with the prior approval of the Anne Arundel County Office of Planning and Zoning and may require payment to Anne Arundel County of a fee based on the amount of area disturbed.

Section 15. Forest Conservation Property; Wetland Buffer; Stream Buffer; Tree Maintenance; and Water Quality Easement Areas. Any portion of the Common Area or Lots designated and shown on any recorded subdivision plat of all or a portion of the Property as "Forest Conservation Property", "Wetland Buffer", "Stream Buffer", "Tree Maintenance Easement", or "Water Quality Easement Area", shall remain in a natural, undisturbed state and will not be developed or improvements erected thereupon by any Owner, unless such development and/or improvements are approved by the Association and the County.

Section 16. Clearing; Grading. NO CONSTRUCTION ON ANY LOT SHALL COMMENCE UNTIL THERE EXISTS A SITE GRADING AND EROSION CONTROL PLAN APPROVED BY ANNE ARUNDEL COUNTY AND ASSOCIATED AGENCIES OF JURISDICTION CONCERNING SUCH PLANS AND THEIR APPROVAL, AND EACH SUCH PLAN SHALL LIMIT CLEARING TO THE AREA OF EACH LOT REQUIRED TO BE CLEARED TO ALLOW FOR ACCESS, SEPTIC SYSTEM, HOUSE SITE, WELL, PERMITTED ACCESSORY BUILDING(S) AND CONSTRUCTION ACCESS. The land shall be used for conservation or private residence purposes only, and no building of any kind whatsoever shall be erected or maintained thereon except private dwelling houses, each dwelling being designed for occupation by a single family, and private garages, appurtenances and other necessary buildings, as hereinafter defined for the use of the respective owners or occupants of the property or Lots upon which such garages and other accessory buildings are erected.

Section 17. Ownership of Open Space; Recreation Areas. The open-space areas and recreation areas designated on the Plat are hereby dedicated to and for the use of the owners of the Lots, subject, however, to easements of record, and shall be deeded to the Association in

compliance with the provisions of Article 26, Section 3-104(g) of the Anne Arundel County Code and shall be owned and maintained by the Association in accordance with these covenants.

Section 18. Environmental Restrictions. The Properties shall be subject to the following environmental restrictions, imposed as a condition of approval of certain variances approved by the Anne Arundel County Administrative Hearing Officer (Case Nos. 1999-0482V, 1999-0483V, 1999-0484V):

- (a) The Developer shall include the Severn River Association in site design issues;
- (b) Stormwater management measures will satisfy the Anne Arundel County design requirements;
- (c) Over one-half of the Property shall be subjected to perpetual conservation protective measures which, to the extent possible, will include 25% slope areas;
- (d) Open section roadways shall be provided with vegetative swales;
- (e) Stormwater management outfalls shall be minimized; and
- (f) The first one-half inch of stormwater run-off shall be managed for concentrated outfalls.

CERTAIN PORTIONS OF THE PROPERTY ARE SUBJECT TO THE OPERATION AND EFFECT OF A DEED OF CONSERVATION EASEMENT, DATED SEPTEMBER 3, 2002 AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER 11825, FOLIO 391, FROM THE DECLARANT TO THE SEVERN RIVER LAND TRUST, INC. THE ASSOCIATION IS NOT A PARTY TO THAT DECLARATION OF CONSERVATION EASEMENT, WHICH IS REFERENCED HEREIN SOLELY FOR THE PURPOSE OF DISCLOSURE.

Section 19. Family Day Care. Pursuant to Section 11B-111.1(d) of the Real Property Article of the Annotated Code of Maryland (the "Code"), family day care homes are prohibited upon the Lot, provided that such prohibition may be eliminated and family day care homes may be approved by a simple majority of the total eligible voters of the Association. In the event that family day care homes ("Homes") are subsequently permitted by the Association, the following requirements shall apply:

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

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

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

(d) The Owner or Day Care Provider shall be responsible for payment of a fee determined by the Board of Directors, for the Home's entitlement to use of the Common Area. The Board shall establish the fee and shall advise all Owners or Day Care Providers operating Homes of the amount due on an annual basis. The fee shall not be in an amount in excess of Fifty Dollars (\$50.00). Upon presentation of a statement for the annual fee and demand for payment, the Owner or Day Care Provider shall promptly remit payment to the Board of Directors. The fee shall be considered an Assessment against the Lot, and may be collected in the same manner as collection of annual and Special Assessments, as set forth in Article VIII of the Declaration. Payment of the fee shall not, however, entitle the Owner or Daycare Provider to utilize the swimming pool anticipated to be constructed within the Common Areas, such facility being reserved for use by the Owners and their social invitees.

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

Section 20. Miscellaneous.

(a) Bedsheets, plastic sheets, newspapers, or other similar window treatments shall not be hung or placed in or on any window on any dwelling located on any Lot, either permanently or temporarily.

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

(c) Children's play and similar equipment shall not be allowed to remain overnight within any front yard of any Lot or within the Common Areas. No play equipment, including, without limitation, basketball backboards, basketball hoops and other equipment associated with either adult or juvenile recreation, shall be attached in any manner to the front or sides of any dwelling.

(d) No equipment or machinery, including, without limitation, equipment or machinery for use in connection with the maintenance of any dwelling, shall be stored in the front or side yard of any Lot.

(e) No decorative lawn ornament, no structure of a temporary character or nature, and no trailer, tent, shack, barn, pen, kennel, run, stable, shed or other building shall be erected, used or maintained on any Lot without the prior written approval of the ARC, as provided herein.

ARTICLE VII

Easements

Easements for installation and maintenance of utilities and drainage facilities and for other public purposes and access to all property are reserved as shown on the Plat of the Subdivision or as may be or may have been required, necessary or desirable to be recorded or given prior to the date hereof or subsequent hereto. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or access to the property subject to such easements. Such easements may contain rights of ingress and egress. The Declarant and Builder shall have (and the Declarant hereby establishes and reserves) an easement for the purpose of ingress and egress to all Lots which shall remain in effect until three (3) years after the completion of the last of the dwellings to be constructed on the Lots for purposes of installing and maintaining any utilities and drainage facilities, correcting drainage and other construction problems that may have occurred, re-grading of Lots and otherwise reconfiguring the topography of each of the Lots. Each Owner, by its acceptance of the title to a Lot subject to this Declaration hereby agrees, at the request of the Declarant, to join in and execute such easements, grading and site plan revisions and other documents as may reasonably be required to effect such installations, corrections and/or changes. All of the Lots are subject to an easement to the Severn River Land Trust for occasional ingress and egress to access the Forest Conservation Areas shown on the Plat.

ARTICLE VIII

General Provisions

Section 1. Grades and Slopes. There is expressly reserved unto the Declarant, its successors and assigns, the sole and exclusive right to establish grades and slopes (including surface and subsurface drainage) on all unsold and unimproved lots, and to fix the grade at which any dwelling or other structure shall hereafter be erected or placed thereon so that the same shall conform to a general plan for the uniform development of the Subdivision, subject only to compliance with the regulations of public authorities having control thereof, if any, and the provisions of Article VI hereof.

Section 2. Enforcement. The Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.

Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Separability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 4. Amendment. The covenants, conditions, restrictions and easements contained in this Declaration shall run with and bind the land, for a term of twenty (20) years from the date of this Declaration being recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by seventy five percent (75%) of each class of members. Notwithstanding, and in addition to, any other provision of this Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations, the Declarant shall have the right, and hereby reserves the sole right and authority, to be exercised in its sole discretion without the consent of any other person, at any time and from time to time while it owns any Class B membership, if so required by the FNMA, the FHLMC, the VA, the FHA or any other governmental or quasi-governmental agency, to amend, modify or add to the provisions of this Declaration, and the other documents and instruments relating to the Association or the Property as need therefore be made. Such right also is reserved to comply with the requirements of any lender or title insurance company, provided such amendments, modifications or additions made pursuant to the requirements of any lender or title insurance company do not adversely or materially affect the interests in the Property of the Owners or mortgagees of any Lots. Any such amendments, modifications of, or additions to this Declaration by the Declarant shall be effective on the date specified in the written instrument effecting the same, if any, or, if none, on such date as the instrument is recorded among the Land Records for the jurisdiction in which this Declaration is recorded.

Section 5. Annexation. Additional residential property and Common Areas may be annexed to the Properties by the Declarant, without the necessity for consent by the Association, or any of the Owners, for a period of time expiring ten (10) years from the date hereof, by the filing of an Amended Declaration for that purpose, and such property and/or lots shall be treated in the same manner as the Lots subject to this Declaration.

Section 6. Deeds of Trust. The use herein of the word "mortgage" shall be deemed to mean a deed of trust where such security instrument is used in lieu of or instead of a mortgage.

Section 7. Non-Applicability to Other Property. The covenants, conditions and restrictions and easements set forth herein shall apply only to the property described hereinabove, and shall create no rights, benefits, burdens or obligations with respect to any other property owned by Declarant, its successors or assigns unless expressly annexed.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed on its behalf, by its duly authorized officer, as of the day and year first written above.

WITNESS/ATTEST:

NORWOOD PROPERTIES, LLC
a Maryland limited liability company

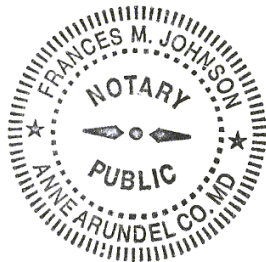
[Handwritten Signature]

By: [Handwritten Signature] (SEAL)
Gary W. Koch, General Manager

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 7th day of March, 2003, before me, a Notary Public of the State of Maryland, personally appeared GARY W. KOCH, personally known to me (or satisfactorily proven), who acknowledged himself to be the General Manager of NORWOOD PROPERTIES, LLC (the "Company"), and that he, as such Authorized Person, being authorized to do so, executed the foregoing instrument on behalf of the Company, for the purposes therein contained, by signing the name of the Company by himself as General Manager.

WITNESS my hand and Notarial Seal.



Frances M. Johnson
Notary Public
My Commission Expires: 5-1-2005

I HEREBY CERTIFY that this instrument was prepared by or under the supervision of the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.



James C. Praley

After recordation, please return to:

James C. Praley, Esq.
Lessans, Praley & McCormick, P.A.
7419 Baltimore-Annapolis Blvd.
Post Office Box 1330
Glen Burnie, Maryland 21060

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