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SIGNATURE A

DATE 3/2/42

MAPLE WOODS HOMEOWNERS' ASSOCIATION, INC.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this day of the 1997, by MAPLE WOODS LIMITED PARTNERSHIP, a Maryland limited partnership ("Declarant"), and PULTE HOME CORPORATION, A Michigan Corporation (hereinafter referred to as the "Vendor"), H. ALLEN BECKER and MICHAEL A. CIOTTA (hereinafter referred to as the "Trustees"), and CHESAPEAKE FEDERAL SAVINGS AND LOAN ASSOCIATION (hereinafter referred to as "Lender").

## WITNESSETH:

WHEREAS, the Declarant is the owner of certain property situate in Baltimore County, State of Maryland, more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, the Vendor has executed an Agreement of Sale dated May 11, 1992, with the Declarant for the subject Property; and

WHEREAS, Chesapeake Federal Savings and Loan Association is the beneficiary and the Trustees are the Trustees under a Purchase Money Land Development Deed of Trust covering the Property dated January 8, 1993 ("Deed of Trust"), which has been duly recorded among the Land Records of Baltimore County, and join herein for the purposes set forth below; and

WHEREAS, the Declarant intends to develop or cause to be developed on the Property homes with appurtenant areas for parking and access for open space; and

WHEREAS, the Declarant desires to subject the Property and the improvements located thereon, to the covenants, conditions and restrictions set forth herein which are for the purpose of protecting the value and desirability of the Property and the improvements thereon and are for the purpose of distributing among the owners of the improvements the cost of maintaining and operating the common areas (as hereinafter defined), and any improvements constructed thereon; and

WHEREAS, the Declarant has caused or will cause a Maryland nonprofit membership corporation known or to be known as "Maple Woods Homeowners Association, Inc." (the "Association") to be formed in order to perfrom certain functions on behalf of the owners of lots within the Property, including, but not limited to, the enforcement of the covenants, conditions, and restrictions herein set forth, management of the common areas to be owned by the Association, and collection and disbursement of the assessments and charges hereinafter created.

NOW, THEREFORE, the Declarant hereby declares that the Property shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens

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(hereinafter sometimes referred to as "Covenants and Restrictions") hereinafter set forth, all of which are declared and agreed to be in aid of a plan for improvement of said property, and shall be deemed to run with and bind the Property, and shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and any person acquiring or owning an interest in said property and improvements, including, without limitation, any person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation.

# ARTICLE I

#### DEFINITIONS

- 1.1 Definitions. The following words, when used in this Declaration, shall have the following meanings:
- (a) "Architectural Committee" shall be composed of those three or more individuals so designated from time to time by (i) Declarant during the Development Period and (ii) by the Board of Directors after the Development Period. Those individuals appointed by the Board of Directors after the Development Period may be removed from the Architectural Committee at any time by the Board of Directors at its discretion. The initial Architectural Committee shall be Ronald O. Schaftel, David E. Altfeld, and Philip Z. Altfeld.
- (b) "Association" shall mean and refer to Maple Woods Homeowners Association, Inc., a Maryland not-for-profit corporation, as formed or to be formed by Declarant.
- (c) "Board of Directors" shall mean the Board of Directors from time to time of the Association.
- (d) "Common Areas" shall mean all real property and improvements thereon owned or leased by the Association for the benefit, use and enjoyment of its Members, to include, without limitation, all roads and rights-of-way for vehicular ingress and egress and any storm water detention facilities not dedicated to public use and accepted for maintenance by Baltimore County, Maryland, non-tidal wetlands, buffer areas, steep slopes, reserved open spaces, parking areas, entrance monuments or signs, street signs and landscaping.
- (e) "Declarant" shall mean and refer to Maple Woods Limited Partnership, and its successors and assigns to which it shall convey or otherwise transfer its right, title, and interest to all or any part of the Property and in so doing expressly designates the transferee as Declarant hereunder.
- (f) "Development Period" shall mean the period that is six (6) years from the date this Declaration is recorded among the Land Records of Baltimore County, Maryland. With respect to any Land annexed to the Property by Declarant as herein permitted, the "Development Period" shall mean the time that is six (6) years from the time that such land is annexed to the Property by recording an amendment hereto among the Land Records of Baltimore County aforesaid.

- (g) "Lot" or "Lots" shall mean any or all subdivided parcels or property on which a dwelling is proposed to be constructed (exclusive of Common Areas) which are part of the Property.
- (h) "Member" shall mean and refer to any person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds any class of membership in the Association as provided in this Declaration hereafter.

Whenever in this Declaration any action is required to be taken by a specified percentage of "each class of the then members" of the Association, then such action shall be required to be taken separately by the specified percentage of the then outstanding Class A members of the Association and by the specified percentage of the then outstanding Class B members of the Association. Whenever in this Declaration any action is required to be taken by a specified percentage of the "then members" of the Association, then such action shall be required to be taken by the specified percentage of the then outstanding cumulative membership of the Association.

(i) "Mortgagee", as used herein, means the holder of any recorded mortgage, or the party secured or beneficiary of any unrecorded deed of trust, encumbering one or more of the lots. "Mortgage", as used herein, shall include deed of trust. "First Mortgage", as used herein, shall mean a mortgage with priority over other mortgages. As used in this Declaration, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in this Declaration, the term "institutional mortgagee" or " institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit Unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government. As used in this Declaration the terms "holder" and "mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof.

In the event any mortgage is insured by the Federal Housing Administration ("FHA") or guaranteed by the Veterans Administration ("VA"), then as to such mortgage the expressions "mortgagee" and "institutional mortgagee" include the FHA or the VA, as the circumstances may require, acting, respectively, through the Federal Housing Commissioner and the Commissioner of Veterans Benefits, or through other duly authorized agents.

- (j) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or, if a Lot is subject to a reversion in a lease redeemable pursuant to Title 8 of the Real Property Article, Annotated Code of Maryland, the owner of the leasehold interest, and not the holder of title as such of the reversionarary interest, including contract sellers, but excluding those having such interest solely as security for the performance of an obligation.
- (k) "Plat" shall mean the Plat entitled, "Plat One Maple Woods", which Plat is recorded among the Land Records of Baltimore County, Maryland

in Plat Book No. S.M.64, folio 101, and any plats recorded among the Land Records in substitution therefor or amendment thereof, and any plats hereafter recorded among the Land Records of any additional land that may hereafter expressly be made subject to this Declaration by an instrument in writing duly executed, and recorded among the appropriate Land Records.

- (1) "Property" shall mean the property described in Exhibit A attached hereto, and such additions as may hereafter be brought within the jurisdiction of the Association and subjected to this Declaration.
- (m) "Structure" shall mean any thing or device the placement of which upon the Property (or any part thereof) may affect the appearance of the Property (or any part thereof) including, by way of illustration and not limitation, any building, trailer, garage, porch, deck, shed, greenhouse, or bath house, coop or cage, covered or uncovered patio, swimming pool, clothesline, radio, television, or other antenna, fence, sign, curbing, paving, wall, roadway, walkway, exterior light, landscape, hedge, trees, shrubbery, planting, signboard, or any temporary or permanent living quarters (including any house trailer), or any other temporary or permanent improvement made to the Property or any part thereof. "Structure" shall also mean (i) any excavation, fill, ditch, diversion dam, or other thing or device which affects or alters the natural flow of surface waters from, upon, or across the Property, or which affects or alters the flow of any waters in any natural or artificial stream, wash, or drainage channel from, upon, or across the Property, and (ii) any change in the grade of the Property (or any part thereof) of more than six (6) inches from that existing at the time of purchase by each Owner (other than Declarant).

# ARTICLE II

#### COMMON AREA PROPERTY RIGHTS

- 2.1 Grant of Lots. Declarant shall hereafter hold, grant, and convey the Lots, subject to the covenants, conditions, and restrictions herein set forth, which are for the benefit of, binding upon, and shall run with the land, and are for the benefit of Declarant, the Association and the Owners, their heirs, personal representatives, successors and assigns.
- 2.2 Grant of Common Areas. Prior to conveyance of the first Lot to a Class A member, Declarant covenants that it will convey to the Association those Common Areas which are intended to be conveyed to the Association (and not dedicated to Baltimore County), as shown on the Plat aforesaid, and the Association shall accept from Declarant the Common Areas, with such improvements as Declarant may construct thereon and shall hold them subject to the provisions hereof.
- 2.3 Owners' Easements of 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:
- 2.3.1 The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas; and

exception of the Class B Members, and shall be entitled to one (1) 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 the Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

- 3.2.2 Class B. Class B Members shall be Declarant and its Grantees, successors, and assigns who acquire more than one (1) Lot prior to completion thereon of a house. The Class B Members shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease, subject to revival upon additional land being annexed to the Property pursuant to this Declaration, and be converted to Class A membership on the happening of the first to occur at the following events:
- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
  - (b) December 31, 1999.

#### ARTICLE IV

#### RESERVED RIGHTS OF DECLARANT

- 4.1 Reserved Rights of Declarant. The Association shall hold the Common Areas conveyed to it by Declarant subject to the following:
- 4.1.1 The reservation to Declarant, its successors and assigns, of an easement over any road in the Common Areas, such easement for the purpose of ingress and egress and the installation and maintenance of public and private utilities to serve the Property and any part thereof, including any Lot.
- 4.1.2 The right of a Class B Member to store building supplies, construction equipment, and other similar property on the Common Areas during the Development. This reserved right shall expire one (1) year after completion of construction of all improvements by a Class B Member, on all Lots within the area in which the Common Areas subject to such reserved easement are located.
- 4.2 Grading. Declarant further reserves unto itself, successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Lot and any Lots which are conveyed from the Declarant to the Vendor, and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of a residence built or to be built on such Lot, but said Declarant shall not be under any obligation or duty to do such grading or to maintain any slope. No right shall be conferred upon any Owner or Member by the recording of any Plat relating to the development of the Property in accordance with such Plat, Declarant expressly reserving unto itself the right to make such amendments to any such Plat or Plats as shall be advisable in its best judgment and as shall be acceptable to public authorities having the right to approval thereof.

- 2.3.2 The right of the Association to suspend the Voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days from any infraction of its published rules and regulations; and
- 2.3.3 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 signed by two-thirds (2/3) of Members agreeing to such dedication or transfer has been recorded.
- 2.4 Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on a Lot.
- 2.5 Except as otherwise permitted by the provisions of this Declaration, no Structure shall be erected, placed or maintained on any Common Area except: (i) Structures designed exclusively for the common use of Owners, including, but not limited to, benches, chairs or other seating facilities, fences and walls, walkways, roadways, gatehouse, swimming pool, tennis court(s) and pumping station(s) and similar recreational facilities; and (ii) drainage, storm and utility systems. The Common Areas may be graded, planted with trees and shrubs and other plants placed and maintained thereon for the use, comfort and enjoyment of the Owners or for the establishment, retention or preservation of the natural growth or topography of the Common Areas and for aesthetic reasons.
- 2.6 The Association shall have the right to prescribe reasonable rules and regulations governing the use of the Common Areas, which rules and regulations shall be applied equally to all Owners. The Association shall have the right to suspend voting rights of an Owner in the Association for any period of not less than ten (10) days for an infraction of its published rules and regulations.
- 2.7 The Association may improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore and maintain the Common Areas, including, by way of illustration, and not limitation, streets, roadways, sidewalks and parking areas, and all trees, shrubbery and other plants and landscaping together with any items of personal property placed or installed thereon, at the cost and expense of the Association.

#### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

- 3.1 Membership. 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.
- 3.2 Voting. The Association shall have two (2) classes of voting membership.

- 4.3 Sales and Construction Office. During the Development Period, a Class B Member may construct, maintain and operate real estate sales and construction offices, model homes, displays, signs and special lighting on any part of the Common Areas or on any Lot which has not yet been conveyed to a Class A member, and on or in any building or Structure now or hereafter erected thereon.
- 4.4 Easement for Utilities. Declarant, for itself, its successors and assigns, reserves an easement on, over and under the Common Areas for the purpose of ingress and egress and the installation and maintenance of public and private utilities to serve the Property and the Lots therein, including, but not limited to, the right to lay, install, construct and maintain pipes, drains, mains, conduits, lines, and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide adequate service to any Lot, now or hereafter laid out or established on the Property, or in the area or on the area in which the same is located together with the right and privilege of entering upon the Common Area for such purposes and making openings and excavations thereon, which openings and excavations shall be restored in a reasonable period of time.
- 4.5 Easement to Baltimore County, Maryland. The Declarant hereby grants to Baltimore County, Maryland, a municipal body corporate, its agents and contractors, a non-exclusive easement and right-of-way in, through, over and across the Common Areas for all purposes reasonable associated with the inspection, operation, installation, construction, reconstruction, maintenance or repair of any stormwater management facilities constructed upon the Property; and in the event that, after reasonable notice to the Association by Baltimore County, Maryland, the Association or any other owner shall fail to maintain any stormwater management facility constructed upon the Property in accordance with the applicable laws and regulations, then Baltimore County, Maryland, may do and perform all necessary repair and maintenance work and may assess the Association for the cost of the work and any applicable penalties.

# ARTICLE V

# COVENANT FOR MAINTENANCE

5.1 Creation of Lien and Personal Obligations for Assessments. The Declarant, for each Lot, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, (ii) special assessments for capital improvements, and (iii) additional assessments, all such assessments to be established and collected as hereinafter provided. The annual, special, and additional assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

- 5.2 Purposes of Assessments. The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of Lots within the Property and for the improvement and maintenance of the Common Areas and as is otherwise consistent with the rights and responsibilities of the Association hereunder and for the benefit of the Members.
- 5.3 Reserve Fund. The annual assessments may include an amount adequate to establish a reserve fund for replacement of capital improvements in the Common Areas. A proportionate amount of each assessment payment received by the Association applicable to the reserve fund shall be received and held by the Association in trust, and shall be held separate and apart from other Association funds. Such trust funds shall be retained by the Association and used only for capital improvements and/or replacement of Common Area facilities of the Association upon the approval of a majority of Owners; except that in any fiscal year, the Board of Directors, by a majority vote of a quorum thereof, shall have authority to approve the use up to the greater of ten percent (10%) of said trust funds for such capital improvements and/or replacement of capital improvements in the Common Areas.
- 5.4 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to a Class A Member, the maximum annual assessment shall be the aggregage of Three Hundred Nineteen Dollars and Forty-Four Cents (\$319.44) per Lot, payable in equal monthly installments of Twenty Six Dollars and Sixty Two Cents (\$26.62).
- 5.4.1 From and after January 1 of the year immediately following the conveyance of the first Lot to a Class A Member, the maximum annual assessment may be increased each fiscal year of the Association not more than ten percent (10%) above the annual assessment for the previous fiscal year without a vote of the membership.
- 5.4.2 From and after January 1 of the year immediately following the conveyance of the first Lot to a Class A Member the maximum annual assessment may be increased above ten percent (10%) of the annual assessment for the previous fiscal year 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.
- 5.4.3 The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.
- 5.5 Special Assessments. 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, and/or to meet any other emergency or unforeseen expenses of the Association, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at the meeting duly called for this purpose.
- 5.6 Notice and Quorum for Any Action Authorized under Paragraphs 5.4 and 5.5. Written notice of any meeting called for the purpose of taking

any action authorized under Paragraphs 5.4 or 5.5 shall be sent to all Members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

- 5.7 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, or other periodic basis not more often than monthly, or less often than annually, as provided by the Board of Directors; provided, however, that Class B Member(s) shall only be required to pay twenty-five percent (25%) of the assessment for each undeveloped Lot owned by the Class B Member.
- 5.8 Additional Assessments. Additional assessments may be fixed against any Lot only as provided for in this Declaration. Any such assessments shall be due as provided by the Board of Directors in making any such assessment.
- 5.9 Surplus Receipts. Any surplus of receipts over expenses of the Association for any fiscal year shall be either applied to reduce the assessments necessary to meet the budget adopted by the Association for the next fiscal year or refunded by the Association to each Owner, and the refund may be prorated among the Owners (and former Owners), including the Declarant, based upon the portion of the previous fiscal year that each such Owner (or former Owner), including the Declarant, shall have held record title to the Lot, as determined by resolution of the Board of Directors.
- 5.10 Date of Commencement of Annual Assessments; Due Dates; Certificate of Payment of Assessments.
- 5.10.1 The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of any Common Areas to the Association, as provided in Section 2.2 of this Declaration. The first annual assessment shall be fixed by the Board of Directors and shall be adjusted according to the number of months remaining in the calendar year. Thereafter, 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.
- 5.10.2 If additional land is annexed to the Property as herein permitted, the annual assessments as to the Lots added to the Property by such annexation shall commence on the first day of the month following the conveyance of the first Lot within the annexed land to a Class A Member.

- 5.11 Effect of Nonpayment of Assessments: Remedies of Association. Any assessment not paid within fifteen (15) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum, and shall be subject to a late charge of Five Dollars (\$5.00) or five percent (5%) of the assessment, whichever is greater, and the Board of Directors shall have the right to declare the entire balance of the annual assessment and accrued interest thereon to be immediately due and payable. In addition, the Owner shall be liable for all costs of collecting any such assessment, including reasonable attorneys' fees and court costs. All such interest, late charges, and costs of collection shall be deemed to be an additional assessment hereunder. The Association may bring an action at law against the Owner personally obligated to pay the same and/or, without waiving any other right, may foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas or abandonment of his Lot.
- 5.12 Maryland Contract Lien Act. The Association may establish and enforce the lien for any assessment, annual, special, or additional, granted herein pursuant to the Maryland Contract Lien Act. The lien is imposed upon the Lot against which such assessment is made. The lien may be established and enforced for damages, costs of collection, late charges permitted by law, and attorneys' fees provided for herein or awarded by a court for breach of any of the covenants herein.
- Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any recorded first mortgage or deed of trust now or hereafter placed against a Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, any contract purchaser of a Lot shall be entitled on written request to the Association, to a statement in writing from the Association setting forth the amount of any unpaid assessments against the Owner of the Lot due the Association and such purchaser shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments made by the Association against the Lot in excess of the amount set forth in such statement. The sale or transfer of any lot pursuant to foreclosure or any proceeding in lieu thereof, of a mortgage senior in priority to the assessment lien, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from any lien therefor.
- 5.14 Exempt Property. All property dedicated to and accepted by a public authority and all property owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Maryland shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessment.
- 5.15 Initial Assessment. The first Class A Member of each Lot shall pay to the Association as an initial assessment a sum equal to two (2) times the initial monthly assessment applicable to the Lot, such sum payable at the time of conveyance of the Lot to the Class A Member. This initial assessment may be allocated to working capital.

# Article VI

#### MAINTENANCE BY OWNER

The Owner of each Lot shall keep his Lot, and all improvements thereon, in good order and repair, including, but not limited to, the seeding, watering, and mowing of all lawns and yards, keeping all sidewalks neat, clean, and good in 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 buildings and 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 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 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, and as an additional assessment, upon the Lot in question.

# Article VII

# ARCHITECTURAL REVIEW

- Building Restrictions. No structure shall be commenced, erected, or maintained on any Lot nor shall the exterior appearance of any Structure on any Lot be changed or altered from the appearance thereof after completion by a Class B Member, and conveyance thereof to a Class A Member, nor shall the natural state of any area of any Lot be disturbed or altered after completion of construction of the improvements thereon by a Class B Member, and conveyance thereof to a Class A Member, nor shall any work be commenced or performed which may result in a change of the exterior appearance of any such Structure, until the plans and specifications showing the nature, kind, shape, dimensions, materials, floor plans, color scheme, location, exterior plans and details, paving plans and location, landscaping details, proposed topographical changes, together with the estimated cost of said work, and the Owner's proposed construction schedule, and together with a designation of the party or parties to perform the work have been submitted to and approved in writing by the Architectural Committee. In the event the Architectural Committee fails to approve or disapprove such design and location in writing within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Section 7.1 will be deemed to have been complied with.
- 7.2 Committee Criteria. The Architectural Committee shall consider such plans and specifications for approval upon the basis of, among other things, the harmony of external design and location in relation to surounding Structures and topography, the nature and durability of the materials, quality of workmanship, choice of colors and materials, grade elevations and/or drainage, the ability of the party or parties designated by the Owner to complete the work proposed in accordance with the plans and specifications submitted, including, without limiting the foregoing, such factors as background, experience, skill, quality of workmanship, financial

- ability, etc. In reviewing the plans, the Architectural Committee may also consider factors of public health and safety, the effect the proposed work will have on the use, enjoyment, and value of surrounding properties, and/or the outlook or view of other neighboring properties and the suitability of the proposed improvements or alterations with the general aesthetic values of the surrounding area.
- 7.3 Disapproval of Plans. In any case where the Architectural Committee shall disapprove the plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement in writing of the grounds upon which such action was based. In any such case, the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for apporval. However, the final decision of the Architectural Committee is binding.
- 7.4 Approval of Plans. The applicant shall submit for approval two (2) sets of plans and specifications. Upon approval by the Architectural Committee, one copy of such plans and specifications shall be retained by the Committee, and the other bearing the approval of the Committee in writing shall be returned to the applicant.
- 7.5 Nonapproved Structures. If any Structure shall be altered, erected, placed, or maintained upon any Lot, or any new use commenced on any Lot, in violation of the provisions hereof, such Structure or new use shall be removed or discontinued, and such use shall be terminated so as to extinguish such violation. If within fifteen (15) days after notice from the Board of Directors of such violation, the Owner of the Lot upon which such violation exists shall not have taken reasonable steps towards the removal or termination of the same, the Association, through its agents and employees, shall have the right to enter upon the Lot and to take such steps as it deems necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of the Owner of the Lot, and an additional assessment upon the Lot.
- 7.6 Completion of Construction. Upon completion of construction of any Structure in accordance with the provisions hereof, the Architectural Committee, upon request of the applicant shall issue a Certificate of Compliance in form suitable for recordation among the Land Records of Baltimore County aforesaid, identifying such Structure and the Lot on which Structure is placed, and stating that the Structure has been completed pursuant to the terms hereof. Preparation and recording of such Certificate shall be at the expense of the applicant. Any Certificate of Completion issued pursuant hereto shall be prima facia evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith, and for value, or as to any title insurer, such Certificate shall be inclusive evidence that all Structures on the Lot noted in such certificate comply with the provisions hereof.
- 7.7 Examination Fee. The Architectural Committee may charge and collect a reasonable fee for the examination of the plans and specifications submitted for approval. Such payment shall be made at the time such plans and specifications are submitted, provided that such charge shall not exceed the amount chargeable by the appropriate governmental authority for the

application for and processing of building permits for Structures on the Lot with regard to which such plans and specifications are submitted. Such fee shall be retained by the Association, and not by the Architectural Committee.

- 7.8 Committee Compensation. The members of the Architectural Committee shall serve without compensation unless specifically approved by the Members.
- 7.9 Class B Members Exemption. The provisions of this Article Seven shall not apply to any Structures commenced, erected, or maintained by a Class B Member on any Lot, or within the Property until after completion thereof by the Class B Member and conveyance to a Class A Member.
- 7.10 Conditional Approvals. In granting any permit, authorization, or approval, as herein provided, the Architectural Committee may impose any appropriate conditions or limitations thereon as they shall deem advisable under the circumstances of each case.
- 7.11 Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural Review Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved, and shall be substantially completed within three (3) months following the date of commencement, or within such other period as the Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required.

There shall be no substantial deviation from the plans and specifications approved by the Committee without the prior consent in writing of the Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

7.12 Architectural Guidelines. The Architectural Review Committee may from time to time adopt and promulgate such guidelines, rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish and record such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details, fences, colors, set-backs, materials and other matters relative to architectural control and the protection of the environment, as it may consider necessary or appropriate. No such guidelines, rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The decision of the Architectural Review Committee shall be final.

# Article VIII

RESTRICTIONS ON LOTS

- 8.1 Lots will be used for residential purposes and only such other purposes as may be permitted in a residential district by applicable zoning laws and regulations, except that a Class B Member may use any Lot as a model home and for sales, management, and/or construction offices during the Development Period. In addition:
- (a) No structure of a temporary character, storage shed, swimming pool, recreational structures or other structures shall be erected, used or maintained on any lot at any time, unless Architectural Review Committee written consent is acquired.
- (b) No Structure shall be erected, placed, altered or permitted to remain on any Lot nearer to any street than the minimum building setback line for the Lot as shown on the Plat therefor.
- (c) The maintenance, keeping, boarding or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any lot or within any dwelling, except that this shall not prohibit the keeping of two (2) dogs, or two (2) cats or two (2) caged birds or any combination thereof, as domestic pets provided they are not kept, bred or maintained for commercial purposes and that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other members, and provided further than any such pets are walked on any designated pet walking areas. Pets shall be attended at all times and shall be registered, licensed and innoculated as may from time to time be required by law. The Architectural Review Committee shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate.
- (d) No noxious or offensive trade or activity shall be carried on upon any lot or within any dwelling, nor shall anything be done therein or thereon, which may be or become an annoyance or nuisance to the neighborhood or other Owners. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such device as may be used exclusively for security purposes, shall be located, installed, or maintained upon the rear exterior of any dwelling or upon the exterior of any other improvements constructed upon any lot.
- (e) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the aforesaid recorded Plat and over the front and rear ten (10) feet of each lot on the Property.
- (f) No junk vehicle, unlicensed or inoperable motor vehicle, or any type of commercial vehicle, trailer, camper, recreational vehicle, van (except a van having a passenger car license), camp truck (weighing 3/4 ton or less), house trailer, boat or other similar machinery or equipment of any kind or character (with the exception of such equipment and machinery as may be reasonable, customary or usual in connection with the use and maintenance of any dwelling), shall be kept upon the Property (regularly parked in front of any Lot or upon any Lot), nor (unless in case of bona fide emergencies), shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon, nor shall the use of all terrain vehicles upon the Property be allowed. The location and design enclosures for boating, camping, traveling or recreational vehicles (other than

automobiles), and related equipment, shall be approved by the Committee in accordance with the provisions contained herein.

- (g) Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" or "For Sale" signs (not larger than 2 feet by 3 feet), no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any lot or dwelling. The provisions and limitation of this subsection shall not apply to any institutional first mortgagee of any lot who comes into possession of the lot by reason of any remedies provided by law or in such mortgage or as a result of any proceedings, assignment or deed in lieu of foreclosure. Notwithstanding the foregoing, during the Development Period, real estate sales and construction offices, displays, signs, and special lighting may be erected, maintained, and operated by the Declarant or other Class B Member, on any part of the Property and on or in any building or structure now or hereafter erected thereon.
- (h) No clothing, laundry, or wash shall be aired or dried on any portion of the Lot.
- (i) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. All trash must be kept in a hard container.
- (j) Any part of the Property and any improvements now or hereafter erected thereon may, with the written consent and approval of the Declarant, be used for the purpose of a church, school, library, place of public assembly or community meetings and for any or all of the usual purposes and functions incidental to or connected with any or all of the foregoing, but no part of the Property or any improvements nor or hereafter erected thereon, shall be used for any of the aforesaid purposes set forth in this subsection without the prior written consent and approval of the Declarant obtained.
- (k) No burning of any trash and no accumulation or storage of litter, lumber, scrap metal, refuse, bulk materials, waste, new or used building materials, or trash of any kind shall be permitted on any lot.
- (1) No lot or any portion of the Common Areas shall be divided or subdivided and no portion of the Common Areas or any portion of any lot (other than the entire Lot), shall be transferred or conveyed for any purpose. The provisions of this subsection shall not apply to the Declarant, and further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Declarant or any other person for any purpose.
- (m) No tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs scenic views or sight-lines for vehicular traffic on public streets or on the private streets and roadways, if any. The Architectural Review Committee may from time to time adopt and

promulgate such additional rules and regulations regarding the preservation of trees and other natural resources and wildlife as it may consider appropriate.

- (n) No outside television aerial or radio antenna, or other aerial or antenna for receipt or transmission (including satellite dish), shall be maintained upon the Property.
- (o) All exterior changes, including lighting and paint color, to all dwellings shall be prohibited without first obtaining the consent, in writing, of the Architectural Review Committee in accordance with this Declaration.
- (p) Any fence constructed upon the Property shall not extend into the front yards, nor may fences extend forward of the rear foundation wall. Fences must conform in design, color and materials to those originally supplied with the Lot. All plans for fences must have prior written approval of the Architectural Review Committee.
- (q) No Member shall make any private or exclusive or proprietary use of any Common Areas except with the specific approval of the Architectural Review Committee, and then only on a temporary basis, and no Member shall engage or direct any employee of the Association on any private business of the Member during the hours such employee is employed by the Association, nor shall any Member direct, supervise, or in any manner attempt to assert control over any employee of the Association.

## ARTICLE IX

#### ANNEXATION

- 9.1 Additional Property. Additional residential Lots and Common Areas may be annexed to the Property with the consent of two-thirds (2/3) of each class of Members.
- 9.2 Annexation by Declarant. Additional land may be annexed to the Property and made residential Lots and Common Areas of the Property by Declarant without the consent of members from time to time within ten (10) years of the date this Declaration is recorded among the Land Records of Baltimore County aforesaid. Provided, however, if at the application of Declarant the Veterans Administration or the Federal Housing Administration or any successor agency approves the Property or any part thereof or any Lot thereon for federally approved mortgage financing purposes, thereafter any annexation shall be made only if the Federal Housing Administration and/or the Veterans Administration determine that the annexation is in accord with the general plan theretofore approved by them.
- 9.3 Recording. Any annexation made to the Property pursuant to Paragraph 9.1 above, shall be done and become effective upon recording of an amendment to this Declaration by the Association among the Land Records of Baltimore County aforesaid, specifying the additional land to be annexed to the property; and any annexation made to the Property hereunder pursuant to Paragraph 9.2 above shall become effective upon recording of an Amendment to

this Declaration by Declarant among the Land Records of Baltimore County aforesaid, specifying the additional land to be annexed to the Property.

## ARTICLE X

#### PARTY WALLS

- 10.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the lots and placed on the dividing line between the lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- 10.2 Sharing and Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.
- 10.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proporation to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omission.
- 10.4 Weatherproofing. Notwithstanding any other provision of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- 10.5 Right to Contribution Runs with Land. The right to any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

# ARTICLE XI

## GENERAL PROVISIONS

- Il.1 Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- 11.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

# 11.3 Amendment.

11.3.1 The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date

this Declaration is 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 no less than seventy-five percent (75%) of each class of Members who are entitled to vote at a meeting of Members. Any amendment must be recorded.

11.3.2 Until the conclusion of the Development Period of the Property, including any additional land annexed to the Property by Declarant as herein permitted, no amendment may alter or affect any rights granted hereunder to a Class B Member without the prior written consent of Declarant. Notwithstanding the foregoing, no amendment affecting assessments, any property right, the right of any Owner, to have, use, or enjoy any easement or to use the Common Areas, or the vested right of any party secured by a mortgage or deed of trust shall be valid or of any effect unless such amendment has been approved in writing by such party having such right or interest.

11.3.3 Anything set forth in Section 11.3.2 above to the contrary notwithstanding, the Declarant shall have the absolute unilateral right, power, and authority to amend, modify, revise, or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented. This unilateral right, power, and authority of the Declarant may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the Property or any party thereof or of any Lot thereof, for federally approved mortgage financing proposed under applicable Veterans Administration, Federal Housing Administration, or similar programs. If upon the application of Declarant the Veterans Administration or the Federal Housing Administration or any successor agency approves the Property or any part thereof or any Lot thereon for federally approved mortgage financing purposes, thereafter any amendments to the Declaration made during any period of time when there are Class B Members shall also require the prior consent of the agency giving such approval.

ll.4 Notices. All notices required or provided for in this Declaration shall be in writing and hand delivered or sent by United States mail. If hand delivered, the notices shall be sent to the addresses shown below and shall be deemed to have been given on the date hand delivered to the party receiving the same. If United States mails are used, the notices shall be sent to the addresses shown below, certified or registered mail, return receipt requested, postage prepaid, and shall be deemed to have been given on the date deposited in the United States mails. Notice shall be addressed as follows:

To Declarant:

Maple Woods Limited Partnership 22 West Alleheny Avenue Towson, Maryland 21204

With a copy to:

Rachel M. Hess, Esq. 9505 Reisterstown Road, Suite 3 North Owings Mills, Maryland 21117

To the Association:

To the Resident Agent of the

Association at his address, as shown by the records of the State Department of Assessments and Taxation of the State of Maryland

To Owner/Members as follows:

To the last known address of Owner/ Member as shown on the records of the Association at the time of such mailing, and if there is no such address, then to the Lot of such Owner/Member

Any person shall have the right to designate a different address for the receipt of notices other than set forth above, provided the person's new address is contained in a written notice given to the Declarant during the Development Period and to the Association.

- 11.5 Right of Entry. Violation or breach of any provision herein contained shall give Declarant or the Association, to the extent that any of them may have a right of enforcement thereover, their respective agents, legal representatives, heirs, successors, and assigns, in addition to all other remedies, the right (but not the obligation), after five (5) days notice to the Owner of the Lot, to enter upon the Lot or the land as to which such violation or breach exists, and summarily to abate and remove, at the expense of the Owner thereof, any Structure or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof; and the said parties shall not thereby be deemed guilty of any manner of trespass for such entry, abatement, or removal, except that if any agent of Declarant of the Association shall be responsible for actually committing a trespass by behavior going beyond the intent of the authority conferred by this Section, in such event neither Declarant nor the Association shall be responsible for the unauthorized acts of such agent(s). Nothing herein contained shall be deemed to affect or limit the rights of the Owners of the Lots when entitled to do so, to enforce the covenants by appropriate judicial proceedings.
- 11.6 No Reverter or Condition Subsequent. No provision herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.
- 11.7 Remedies. Damages may not be deemed adequate compensation for any breach of violation for any provision hereof, so that any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction as well as any other available relief either at law or in equity.
- 11.8 Headings. The headings or titles herein are for convenience of reference only and shall not affect the meaning or interpretation of the contents of this Declaration.
- 11.9 FHA/VA Approval. If the Declarant applies for approval of the Federal Housing Administration or the Veterans Administration for mortgage financing, then in that event so long as there is a Class B membership, the

following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Areas, and amendment of this Declaration of Covenants, Conditions, and Restrictions.

11.10 The Bank joins herein for the sole purpose of consenting to, and subordinating the Deed of Trust to the legal operation and effect of this Declaration, reserving, however, the lien and effect of such Deed of Trust on the property described therein, including the easements, reservations, rights and benefits reserved and retained by the Declarant.

## ARTICLE XII

## FORCE MAJEURE

12.1 Whenever herein a time period provided for a Class B Member to do or perform, or within which a Class B Member may do or perform any act or thing, including, but not limited to, the time of a "Development Period" as defined in Paragraph 1.1 above, and/or Declarant's rights of Annexation as provided for in Article IX above, in the event the Class B Member is delayed or hindered in or prevented from doing or performing such act or thing by reason of strikes, labor troubles, inability to procure labor or materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, acts of God, fire, or other casualty or reason of a similar or dissimilar nature beyond the reasonable control of the Class B Member, then performance of such act or thing shall be excused for the period of the delay and the period for the performance of such act or thing shall be extended for a period equivalent to the period of such delay. In no event shall the extensions of time permitted herein extend beyond twenty (20) years

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunder set its hand and seal the day and year first above written.

ATTEST:

DECLARANT:

MAPLE WOODS LIMITED PARTNERSHIP. By: MAPLE WOODS DEVELOPMENT, INC., a Maryland Corporation, General Partner

Ronald O. Schaftel, President

VENDOR:

PULTE HOME CORPORATION

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Maryland Committee O. Schaftel, Preside	and for the State of Maryland, personally of Maple Woods Development, Inc., a
maryland corporation, general partner	ent of Maple Woods Development, Inc., a r of MAPLE WOODS LIMITED PARTNERSHIP, a within named Declarant
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STATE OF MARY LAND, COUNTY OF BALTIMORE	ha . to
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therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

My Commission Expires:

Notary Public

STATE OF MARY LAND, fences OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 1992, before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared H. Allen Becker, the within named Trustee, and being authorized so to do, executed the aforegoing Declaration for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

My Commission Expires: Paul 5, 1994

STATE OF MARY LAND, Touring OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this M day of Maryland, 1992, before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared Michael A. Ciotta, the within named Trustee, and being authorized so to do, executed the aforegoing Declaration for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Joyel & Parish Notary Public

My Commission Expires: Branch 5, 1994

ATTORNEY CERTIFICATION

The undersigned, an attorney duly admitted to practice and in good standing before the Court of Appeals of Maryland, certifies that the foregoing instrument was prepared by her.

Rachel M. Hess

William of

### EXHIBIT A

# DESCRIPTION OF LOTS TO BE SUBMITTED TO THE HOMEOWNERS ASSOCIATION

The following 80 Lots are subjected to this Declaration:

BEING KNOWN AND DESIGNATED as Lots 2 through 81, as shown on the Plat entitled, "Plat One Maple Woods", which Plat is recorded among the Land Records of Baltimore County, Maryland in Plat Book No. S.M. 64, folio 101.