

ARTICLES OF INCORPORATION OF VILLAGE GREEN HOMEOWNERS ASSOCIATION, INC.

The undersigned subscriber, Rachel M. Hess, whose post office address is 20 Crossroads Drive, Suite 215, Owings Mills, Maryland 21117, being at least eighteen (18) years of age, does hereby act as incorporator with the intention of forming a corporation under and by virtue of the General Laws of the State of Maryland, and for such purpose hereby makes, executes, and adopts the following Articles of Incorporation:

FIRST: The name of this corporation shall be:

VILLAGE GREEN HOMEOWNERS ASSOCIATION, INC.

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SECOND: The post office address of the principal place of business of this Corporation shall be located at c/o MRA Property Management, Inc., 3445-C Box Hill Corporate Center Drive, Abingdon, Maryland 21009.

THIRD: The resident agent of this corporation shall be Rachel M. Hess, whose address is 20 Crossroads Drive, Suite 215, Owings Mills, Maryland 21117. Said resident agent is a citizen and actual resident of the State of Maryland.

FOURTH: The purposes for which the Corporation is formed are as follows:

To organize and operate a real estate management association exclusively to provide for the acquisition, construction, management, maintenance, care and preservation of the open spaces, common area and facilities within those certain tracts of property described in paragraph (a) of this Article Fourth, and to promote the recreation, health, safety and welfare of the residents within the said described property, and any addition thereto as may hereafter be brought within the jurisdiction of this Corporation, no part of the net earnings of which is to inure to the benefit of, or be distributable to, any director, officer, or member of the Corporation, or any other individual, so that no pecuniary gain or profit to the members thereof is contemplated, and for such general purposes, and limited to those purposes, the Corporation shall have the following powers:

(a) To acquire, own, hold, preserve, develop, improve, build upon, manage, operate and maintain open space tracts or areas and common or recreational areas, property, facilities and real estate, whether fee simple or leasehold, and whether improved or unimproved, all designed for the common use, benefit, enjoyment, recreation, health, safety and welfare of the record owner or owners of each lot now or hereafter laid out or established within that parcel of land located in the 3rd Election District of Harford County, Maryland, shown on the plats entitled, "VILLAGE GREEN," recorded among the Land Records of Harford County (the "County"), Maryland.

As of the date hereof, the aforesaid parcel includes those residential lots, open spaces and common areas as is more particularly described in Exhibit A to the Declaration of Covenants, Conditions, and Restrictions, hereinafter called the "Declaration," made by Village Green Communities, LLC and Crescent Partners, LLC, and recorded or intended to be recorded among the Land Records of the County, as the same may hereafter from time to time be amended, or extended to any additional properties, said Declaration, made a part hereof, by reference thereto, as fully, and to the same extent as though incorporated herein, being applicable to the Community (as hereinafter defined) and such additions thereto as may hereafter be brought within the jurisdiction of the Corporation. The aforesaid lots, open spaces and common areas are hereinabove and hereinafter referred to as the "Community."

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- (b) To exercise all the powers, rights and privileges and to perform all the duties and obligations of the Corporation, as the same are set forth in the Declaration.
- (c) To establish, fix, make, impose, levy, collect and enforce payment of, by any lawful means all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the Corporation.
- (d) To purchase, lease, option, or otherwise acquire, own, hold, preserve, develop, improve, build upon, manage, operate, maintain, convey, sell, exchange, rent, lease, dedicate for public use, or in any manner transfer or dispose of any real or personal property in connection with the affairs of the Corporation.
- (e) To borrow or to raise money for any of the purposes of the Corporation, and to issue bonds, debentures, notes, or other obligations of any nature, and in any manner permitted by law, for money so borrowed or in payment for property purchased, or for any other lawful consideration, and, upon authorization of two-thirds (2/3) of the Class A members in the Corporation (except the Declarant if the Declarant is a Class A member) to secure the payment of the money borrowed and of the interest thereon, by mortgage upon, or pledge or conveyance or assignment in trust of, the whole or any part of the property of the Corporation.
- (f) To dedicate, sell or otherwise transfer all or any part of the common areas, property and facilities of the Corporation to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed upon by the members, provided, however, that no such dedication, sale or transfer shall be effective unless approved in writing by two-thirds (2/3) of the Class A members in the Corporation (except the Declarant if the Declarant is a Class A member) agreeing to such dedication, sale or transfer.
- (g) To participate in mergers and consolidations with other nonprofit organizations, organized for the same purpose, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the members of each class of the Membership in the Corporation, voting separately thereon.
- (h) To annex to the Community, at any time, and from time to time, other and additional residential property, open space and common area, provided that any annexation of such other additional residential property, open space and common area shall have the assent of two-thirds (2/3) of each Class of members of the Corporation, voting separately thereon.
- (i) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Maryland by law may now or hereafter have or exercise.

The Corporation is formed under the articles, conditions and provisions expressed herein and in the general laws of this State. In no event, however, shall the Corporation: (i) carry on any propaganda or otherwise attempt to influence any legislation or any public administrative action; (ii) participate or intervene in any political campaign on behalf of any candidate for public office, by any means, including the publication or distribution of any statement for or against any candidate; (iii) carry on any activity not permitted to be carried on by a corporation exempt from Federal Income Tax under Section 501(c) or 528

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of the Internal Revenue Code of 1986, as amended to date, or corresponding provision of any future United States Internal Revenue law; or (iv) invest in or use any property in such a manner as to jeopardize the exemption of the Corporation from taxation under the aforesaid Section 501(c) or 528 of the Internal Revenue Code of 1986, as now in force or hereafter amended.

FIFTH: The Corporation is not authorized to issue any capital stock. Each record owner, as hereinafter defined, of a lot now or hereafter laid out or established in the Community, or in any part of such additional property that may be brought within the jurisdiction of the Corporation shall be a member of the Corporation. Each member shall be designated either a Class A member or a Class B member. A description of each class of Membership, with the voting rights and powers of each class, is as follows:

- (a) <u>Class A member</u>: Except for the Declarant, who shall initially be the Class B member, a Class A member shall be a record owner holding title to one or more lots laid out in the Community, or in any part of such additional property that may be brought within the jurisdiction of the Corporation. Each Class A member shall be entitled to one (1) vote per lot, for each such lot owned by such member, in all proceedings in which action shall be taken by members of the Corporation.
- (b) <u>Class B member</u>: The Class B member shall be the Declarant. The Class B member shall be entitled to ten (10) votes per lot, for each such lot owned by such member, in all proceedings in which the action shall be taken by members of the Corporation.
- (c) <u>Conversion</u>: The Class B Membership shall be converted to a Class A Membership upon the earlier to occur of (i) December 31, 2008; or (ii) at such time as the total number of votes entitled to be cast by Class A members of the Corporation equals or exceeds the total number of votes entitled to be cast by the Class B member of the Corporation. After such conversion, if additional property is made subject to the Declaration then the Class B Membership of the Class B member shall be reinstated until December 31, 2010 or such earlier time as the total number of votes entitled to be cast by Class A members again equals or exceeds the total number of votes entitled to be cast by the Class B member.

The term "record owner," as used in these Articles, means and includes the person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding the record title to a lot in the Community or located on any part of such additional property that may be brought within the jurisdiction of the Corporation and subjected by covenants of record to a lien for charges and assessments levied by the Corporation, as said lot is now or may from time to time hereafter be created or established, either in his, her, or its own name, or as joint tenants, tenants in common, tenants by the entireties, or tenancy in co-partnership, if the lot is held in such real property tenancy or partnership relationship.

If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, hold the record title to any one lot, whether in a real property tenancy, partnership relationship, or otherwise, all of same, as a unit, and not otherwise, shall be deemed a single record owner and shall be or become a single member of the Corporation by virtue of ownership of such lot. The term "record owner," however, shall not include any contract purchaser, nor the owner of any redeemable ground rent issuing out of any lot, nor shall it include any mortgagee, trustee or other grantee named in any mortgage, deed of trust or other security instrument covering any lot, designed solely for the purpose of securing performance of an obligation or payment of a debt. Membership in the Corporation shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Corporation. Conversely, every owner of a lot which is subject to assessment by the Corporation shall become and be a member of the Corporation.

If any single Membership in the Corporation is comprised of two (2) or more persons, firms, corporations, trustees or other legal entities, or any combination thereof, then each constituent may cast such portion of the vote of the member as shall equal his, her or its proportionate interest in the lot or lots held by said member, provided, however, that if only one (1) votes, he, she or it may cast the entire vote of the member and such act shall bind all.

SIXTH: The affairs of the Association shall be managed initially by a Board of three (3) director, which number may be increased pursuant to the By-Laws of the Corporation, but shall never be less than three (3) nor more than seven (7); provided, however, that during the Development Period (as such term is defined in the Declaration), the Board shall only consist of those persons appointed solely by the Declarant. During the Development Period (or until his successor is duly chosen and qualified), the names of the directors shall be Don Sample, Taylor Spencer and Dominic Farina. Declarant may, in its sole and absolute discretion, relinquish its right to appoint directors during the Development Period, and in such event, new directors shall be elected at the next annual meeting of members. No Director need be a member of the Corporation.

From and after the Development Period (or the date that Declarant relinquishes its right to appoint directors during the Development Period), the term of office of the directors shall be staggered. At meetings held to elect directors, the members shall elect one-third (1/3) of the directors for a term of one (1) year, one-third (1/3) of the directors for a term of two (2) years and one-third of the directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect one-third of the total number of directors for a term of three (3) years.

SEVENTH: The duration of the Corporation shall be perpetual. The Corporation, however, may be dissolved under and in accordance with the laws of the State of Maryland, provided such dissolution first be authorized, in writing, signed by not less than two-thirds (2/3) of the members of the Corporation, or, if there be more than one class of members, then by not less than two thirds (2/3) of each class of members of the Corporation, computed separately. Upon any dissolution of the Corporation, after discharge of all corporate liabilities, the Board of Directors shall dispose of all assets of the Corporation, by dedication thereof to any appropriate public agency to be used for purposes similar to those for which the Corporation was formed. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned, if practicable, to any nonprofit corporation, association, trust or other organization as shall at the time qualify as an organization or organizations exempt from taxation under Sections 501(c) or 528 of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue law, as the Board of Directors may determine, preferably to a semi-public agency, to be used in furthering, facilitating or effectuating purposes similar to those for which the Corporation was formed.

EIGHTH: Amendment of these Articles shall require the assent of two-thirds (2/3) of the entire Membership

NINTH: No director of officer of the Corporation shall be liable to the Corporation or to its members for money damages except (a) to the extent that it is proved that such director or officer actually received an improper benefit or profit in money, property or services, for the amount of the benefit or profit in money, property or services actually received, or (b) to the extent that a judgment or other final adjudication adverse to such director or officer is entered in a proceeding based on a finding in the proceeding that such directors or officer's action, or failure to act, was (i) the result of active and

deliberate dishonesty or (ii) intentionally wrongful, willful or malicious and, in each such case, was material to the cause of action adjudicated in the proceeding.

TENTH: Each officer and director of the Association, in consideration of his or her services, shall be indemnified by the Association to the extent permitted by law against expenses and liabilities reasonably incurred by him or her in connection with the defense of any action, suit or proceeding, civil or criminal, to which he or she may be a party by reason of being or having been a director or officer of the Association. The foregoing right to indemnification shall be exclusive of any other rights to which the director or officer or person may be entitled by law or agreement or vote of the members or otherwise.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation and acknowledged the same to be my act on this 23rd day of March, 2005 and consent to serve as Resident Agent.

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WITNESS:

-Rathel M. Hess

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MARYLAND HOMEOWNERS ASSOCIATION ACT DEPOSITORY STATEMENT VILLAGE GREEN HOMEOWNERS ASSOCIATION, INC.

Every purchaser of a Lot in the Village Green subdivision (the "Development") will automatically become a member of the Village Green Homeowners Association, Inc. (the "Association"). All members of the Association are subject to certain rights and obligations established in the Declaration of Covenants, Conditions, Restrictions and Easements for the Association, dated March 24, 2005, and recorded among the Land Records of Harford County, Maryland in Liber 5964, folio 212, et. seq., as amended or supplemented (the "Declaration"). These rights, restrictions and obligations include the obligation to pay assessments to the Association.

This Depository Statement contains all factual information about the Development which the Declarant has authorized to be provided. The Declarant will not be responsible for any information or representations made by or received from any other source.

The property which has been subjected to the Declaration and the property which may later be annexed into the Association shall hereinafter be referred to as the "Development". Certain other capitalized terms used in this Depository Statement have the same meanings ascribed to them in the Declaration.

SECTION 1. DECLARANT AND VENDOR INFORMATION

Declarant and Vendor (collectively, the "Declarant"):

Declarant:

Village Green Communities, LLC And Crescent Partners, LLC c/o MRA Property Management, Inc. 3445-C Box Hill Corporate Center Drive Abingdon, Maryland 21009 (410) 515-7390

Vendor:

NVR, Inc., t/a Ryan Homes 7939 Honeygo Boulevard Suite 100 Baltimore, Maryland 21236 (410) 931-6833

SECTION 2. NAME OF HOMEOWNERS ASSOCIATION

The name of the Homeowners Association as established in its Articles of Incorporation is Village Green Homeowners Association, Inc. The Association is incorporated under the laws of the State of Maryland. The name of the resident agent of the corporation is RACHEL M. HESS, whose post office address is 20 Crossroads Drive, Suite 215, Owings Mills, Maryland 21117. The said resident agent is a citizen and actual resident of the State of Maryland.

SECTION 3, DESCRIPTION OF DEVELOPMENT

The Development is located in the 3rd Election District of Harford County, Maryland and currently contains approximately ninety-one (91) single family lots, more or less. It is contemplated that when completed, there will be a total of ninety-one (91) single family lots, open space, forest conservation areas and common areas shown on the Plat as "OPEN SPACE", "PASSIVE OPEN SPACE" and "ACTIVE OPEN SPACE". The Declarant, however, reserves the right to annex such property within the Development in stages or phases, and to annex more or less than the anticipated maximum number of Lots and/or acreage within the Development.

The Declarant does not presently own any property contiguous to the Development to be dedicated to public use other than roadbeds, any storm water management facilities, and areas shown on the plat as dedicated.

SECTION 4. DEVELOPMENT LOCATION

The Development is not located within, or a part of, another development.

SECTION 5. LAND ANNEXATION

Declarant has reserved the right to annex additional property to the Development, as described in the Declaration. As of the filing of this Depository Statement, the Declarant has not identified any additional property.

SECTION 6. DECLARATION, ARTICLES AND BY-LAWS

A copy of the Declaration, Articles of Incorporation and By-Laws are attached hereto. The Declaration, Articles of Incorporation and By-Laws are enforceable against all Owners of Lots, as well as occupants and tenants of the Lots.

SECTION 7. LAND OWNED/MAINTAINED BY HOMEOWNERS ASSOCIATION

Article I(d) of the Declaration defines the "Common Area" to mean and refer to all real property and improvements thereon owned or leased by the Association or otherwise available to 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 not dedicated to public use and accepted for maintenance by Harford County, Maryland. As of the filling hereof, the Common Area shall include those areas more particularly described in the Declaration, as depicted on the Plat, and shall also include:

- (a) The real property (including the improvements located or constructed thereon) now or hereafter owned by the Association;
- (b) Any sign easement area(s) and improvements located upon any portion of the Common Area, individual Lots and/or adjoining property; and
- (c) Any storm water management areas and facilities, and all other property and/or facilities required by governmental agencies to be operated, maintained, repaired and/or replaced by the Association, regardless of ownership or location.

The Association will be responsible for the maintenance, repair, and replacement of the Common Area and any improvements which now or later may be situated upon them.

SECTION 8. ZONING INFORMATION

The zoning and other land use requirements affecting the Development can be found by contacting the Harford County Department of Planning and Zoning, 220 S. Main Street, Bel Air, Maryland 21014; (410) 879-2000.

SECTION 9. HOMEOWNERS ASSOCIATION FEES

- (i) Except as may be otherwise resolved by the Board of Directors of the Association, Annual Assessments as to any Lot shall commence on the date that the Lot is conveyed to an Owner, other than the Declarant.. As of the date of this Depository Statement, the maximum Annual Assessment shall be One Hundred Thirty-Two Dollars (\$132.00) for each Lot, payable in quarterly installments of Thirty-Three Dollars (\$33.00) each. Each Owner shall pay to the Association at settlement, an initial capital contribution in an amount equal to Two Hundred Ten Dollars (\$210.00) for the purpose of start-up expenses and operating contingencies of the Development, which amount shall be in addition to and not a prepayment of any other type of assessment.
- (ii) Article IX of the Declaration establishes the manner by which the maximum Annual Assessment may be increased from year-to-year, after the initial year, by the Board of Directors; Article IX establishes the manner in which assessments are levied and paid (i.e., monthly, quarterly, semi-annually).
- (iii) Article IX of the Declaration establishes the procedure which the Association must follow in order to enact and levy Special Assessments used for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements located on the Common Areas, or for any other purpose.
- (iv) Article IX of the Declaration establishes the manner in which unpaid assessments shall be collected by the Association. Any assessment or portion thereof not paid within thirty (30) days after the due date thereof, shall bear interest from the due date of delinquency at the rate of (1) eighteen percent (18%) per annum (unless such rate is not legally allowable, then the highest allowable rate of interest by law shall apply), or (2) two percent (2%) over the prime rate announced by Bank of America or any successor thereto, whichever is greater, and shall be subject to a late charge of Fifteen Dollars (\$15.00) or one-tenth (1/10) of the total amount of the delinquent assessment or installment, whichever is greater; provided the late charge may not be imposed more than once for the same delinquent payment, and may be imposed only if the delinquency has continued for at least thirty (30) calendar days, wherein the Association shall have the right to declare the entire balance of the assessment and accrued interest thereon to be immediately due and payable.
- (v) Unpaid fees or assessments shall be the personal obligation of each Owner of a Lot within the Development.
- (vi) All mandatory Association fees, assessments, and other permitted charges imposed upon the Lot Owners are subject to collection in accordance with Article IX of the Declaration; and, subject to the provisions of Article IX of the Declaration, collection may be

enforceable by imposition of a lien on a Lot pursuant to the provisions of the Maryland Contract Lien Act (Title 14-201, et. seq., of the Real Property Article, Annotated Code of Maryland).

(vii) The Association shall be entitled to recover all costs of collection and reasonable attorney's fees which it incurs as a result of non-payment of assessments.

SECTION 10. RIGHTS AND EXEMPTIONS OF DECLARANT

All special rights or exemptions reserved by or for the benefit of the Declarant are contained within the Declaration, Articles of Incorporation and By-Laws of the Association, and any amendments thereto. These special rights or exemptions include, without limitation:

- (a) The right to pay a reduced amount, or be exempt from payment of, homeowner's association fees or any other type of assessment;
- (b) Exemption from some or all of the use restrictions and architectural control provisions contained within the Declaration;
- (c) Provisions by which the Declarant intends to maintain control over the Association and its Architectural Review Committee;
- (d) The right of Declarant to appoint and remove the initial members of the Board of Directors of the Association and, through control of the Board, to appoint officers of the Association. The Declarant has also reserved the right to appoint members of the Architectural Review Committee in accordance with the terms of the Declaration;
- (e) The right to conduct construction, marketing, sales and/or leasing activities within the Development, including the Common Areas; and including the right-to utilize any Lot for promotional or display purposes, as a model home or for a sales or construction office, and for the storage of building materials;
- (f) The right and easement of use upon, across, over, under and through the Common Areas, Lots and other portions of the Property, for the purpose of completion of construction of the Development;
- (g) The right to dedicate roads or easements to public use, and the right to grant temporary or permanent easements to public or private authorities and utility companies;
- (h) The right to enter upon all portions of the Development for the purpose of performance of the Declarant's duties under the Declaration; and
- (i) The right of the Declarant to assign its right, title and interest in the Property to any other person or entity.

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The Declarant does not presently own any property contiguous to the Development to be dedicated to public use other than roadbeds, any storm water management facilities, and areas shown on the plat as dedicated.

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- (a) The real property (including the improvements located or constructed thereon) now or hereafter owned by the Association;
- (b) Any sign easement area(s) and improvements located upon any portion of the Common Area, individual Lots and/or adjoining property; and
- (c) Any storm water management areas and facilities, and all other property and/or facilities required by governmental agencies to be operated, maintained, repaired and/or replaced by the Association, regardless of ownership or location.

The Association will be responsible for the maintenance, repair, and replacement of the Common Area and any improvements which now or later may be situated upon them.

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- (ii) Article IX of the Declaration establishes the manner by which the maximum Annual Assessment may be increased from year-to-year, after the initial year, by the Board of Directors; Article IX establishes the manner in which assessments are levied and paid (i.e., monthly, quarterly, semi-annually or annually).
- (iii) Article IX of the Declaration establishes the procedure which the Association must follow in order to enact and levy Special Assessments used for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements located on the Common Areas, or for any other purpose.
- (iv) Article IX of the Declaration establishes the manner in which unpaid assessments shall be collected by the Association. Any assessment or portion thereof not paid within thirty (30) days after the due date thereof, shall bear interest from the due date of delinquency at the rate of (1) eighteen percent (18%) per annum (unless such rate is not legally allowable, then the highest allowable rate of interest by law shall apply), or (2) two percent (2%) over the prime rate announced by Bank of America or any successor thereto, whichever is greater, and shall be subject to a late charge of Fifteen Dollars (\$15.00) or one-tenth (1/10) of the total amount of the delinquent assessment or installment, whichever is greater; provided the late charge may not be imposed more than once for the same delinquent payment, and may be imposed only if the delinquency has continued for at least thirty (30) calendar days, wherein the Association shall have the right to declare the entire balance of the assessment and accrued interest thereon to be immediately due and payable.
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- (vi) All mandatory Association fees, assessments, and other permitted charges imposed upon the Lot Owners are subject to collection in accordance with Article IX of the Declaration; and, subject to the provisions of Article IX of the Declaration, collection may be

enforceable by imposition of a lien on a Lot pursuant to the provisions of the Maryland Contract Lien Act (Title 14-201, et. seq., of the Real Property Article, Annotated Code of Maryland).

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SECTION 10. RIGHTS AND EXEMPTIONS OF DECLARANT

All special rights or exemptions reserved by or for the benefit of the Declarant are contained within the Declaration, Articles of Incorporation and By-Laws of the Association, and any amendments thereto. These special rights or exemptions include, without limitation:

- (a) The right to pay a reduced amount, or be exempt from payment of, homeowner's association fees or any other type of assessment;
- (b) Exemption from some or all of the use restrictions and architectural control provisions contained within the Declaration;
- (c) Provisions by which the Declarant intends to maintain control over the Association and its Architectural Review Committee;
- (d) The right of Declarant to appoint and remove the initial members of the Board of Directors of the Association and, through control of the Board, to appoint officers of the Association. The Declarant has also reserved the right to appoint members of the Architectural Review Committee in accordance with the terms of the Declaration;
- (e) The right to conduct construction, marketing, sales and/or leasing activities within the Development, including the Common Areas; and including the right-to utilize any Lot for promotional or display purposes, as a model home or for a sales or construction office, and for the storage of building materials;
- (f) The right and easement of use upon, across, over, under and through the Common Areas, Lots and other portions of the Property, for the purpose of completion of construction of the Development;
- (g) The right to dedicate roads or easements to public use, and the right to grant temporary or permanent easements to public or private authorities and utility companies;
- (h) The right to enter upon all portions of the Development for the purpose of performance of the Declarant's duties under the Declaration; and
- (i) The right of the Declarant to assign its right, title and interest in the Property to any other person or entity.

。 配 AAAT

KANTOR, WINEGRAD & HESS, LLC

ATTORNEYS AT LAW

MCDONOGH CROSSROADS
SUITE 215
20 CROSSROADS DRIVE
OWINGS MILLS, MARYLAND 21117-5419

ROPERT M. WINEGRAD STEPHEN E. WINEGRAD RACHEL M. HESS BRUCE E. PRIEDMAN SHELDON H. LEVITT PAUL ANTHONY O'MEEHAN

STANLEY KANTOR (RETIRED 1999) TELEPHONE

FACSIMILE

WWW.KWH-LAW.COM

December 7, 2005

Harford County Circuit Court Attn: Homeowners Association Depository Court House 20 W. Courtland Street Bel Air, Maryland 21014

Re: Village Green Homeowners Association

Dear Madam/Sir Clerk:

Enclosed please find the Maryland Homeowners Act Depository Statement together with the following documents to be filed in the Homeowners Association Depository:

- 1. Recorded copy of the Declaration of Covenants, Conditions and Restrictions;
- 2. Copy of the Articles of Incorporation; and
- 3. Recorded copy of the By-Laws.

Further, please find a check in the amount of Fifty Dollars (\$50.00) for the filing fees.

If you should have any questions, kindly contact me.

Very truly yours,

Paul Anthony O'Meehan pomeehan@kwh-law.com

PAO/lk Enclosures

cc: Mr. Richard Braver (w/enclosures)

Susan Cashmyer

From:

Richard Braver [Rbraver@DIAI.NET]

Sent:

Friday, May 13, 2005 7:50 AM

To:

Susan Cashmyer

Subject: FW: ByLaws.Village Green.pdf

Diversified Investment Associates, LLC 15 W. Aylesbury Road Suite 700 Timonium, MD 21093

Phone: 410-560-1402 Fax: 410-560-1769

----Original Message-----

From: Pat Ellis [mailto:pellis@kwh-law.com]

Sent: Friday, May 13, 2005 9:03 AM
To: 'Richard Braver (rbraver@diai.net)'
Subject: FW: ByLaws.Village Green.pdf

Dear Richard:

Per your request, attached please find the executed By-Laws for Village Green Homeowners Assn., Inc.

<<ByLaws.Village Green.pdf>>

Pat Ellis, Secretary to

Rachel M. Hess

Kantor, Winegrad & Hess, LLC

20 Crossroads Drive, Suite 215

Owings Mills, Maryland 21117

Phone: (410) 581-0600

Fax: (410) 581-0455

BY-LAWS

VILLAGE GREEN HOMEOWNERS ASSOCIATION, INC.

ARTICLE I NAME AND LOCATION

The name of the Corporation is VILLAGE GREEN HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Association shall be located at c/o MRA Property Management, Inc., 3445-C Box Hill Corporate Center Drive, Abingdon, Maryland 21009, but meetings of members and directors may be held at such places within the State of Maryland as may be designated by the Board of Directors.

ARTICLE II DEFINITIONS

- Section 1. "Association" shall mean and refer to Village Green Homeowners Association, Inc., its successors and assigns.
- Section 2. "Common Area" shall mean all real property owned, leased or licensed by the Association for the common use, benefit and enjoyment of the Owners.
- Section 3. "Declarant" shall collectively mean and refer to Village Green Communities, LLC and Crescent Partners, LLC and any successors or assigns thereof to whom it shall expressly (i) convey or otherwise transfer all of its right, title and interest in the Properties (as such term is hereinafter defined), or the last thereof, as an entirety, without reservation of any kind; or (ii) transfer, set over or assign all its right, title and interest under the Declaration, or any amendment or modification thereof.
- Section 4. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions dated Whatch 24, 2005, applicable to the Properties and heretofore recorded among the Land Records of Harford County, Maryland, in Liber 5964, folio 2/2, et seq. and any additions, amendments or modifications thereto.
- Section 5. "Lot" shall mean and refer to any plot of land subject to assessment by the Association, and shown upon any recorded subdivision map or plat of the Properties, with the exception of the Common Area.
- Section 6. "Member" or "Members" shall mean and refer to those persons entitled to membership in the Association, as provided in the Declaration.
- Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple or leasehold title to any Lot which is a part of the Properties, including contract sellers, but excluding ground rent owners and those having such interest merely as security for the performance of an obligation or payment of a debt.
- Section 8. "Properties" shall mean and refer to that certain real property in Harford County (the "County") described in the Declaration of Covenants, Conditions and Restrictions referred to in Article II, Section 4 hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members and each subsequent regular annual meeting of the Members shall be held in January of each year, at a time and place within the State of Maryland selected by the Board of Directors of the Association. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are (i) entitled to vote one-third (a) of all of the votes of the Class A membership, or (ii) entitled to vote one-third (a) of all of the votes of the Class B membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days but not more than sixty (60) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

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

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

ARTICLE IV BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board of three (3) directors, which number may be increased or decreased pursuant to the provisions of these By-Laws, but shall never be less than three (3) nor more than seven (7); provided, however, that during the Development Period (as such term is defined in the Declaration), Declarant has the sole right to select all members of the Board. During the Development Period (or until their successors are duly chosen and qualified), the names of the directors shall be Don Sample, Taylor Spencer and Dominic Farina. Declarant may, in its sole and absolute discretion, relinquish its right to appoint directors during the Development Period, and in such event, new directors shall be elected at the next annual meeting of members. No Director need be a member of the Corporation.

Subsequent to the Development Period (or the date that Declarant no longer desires to appoint directors), the number of directors shall be determined from time to time by a vote of the Members at an annual

or special meeting of Members.

Section 2. Term of Office. From and after the Development Period (or the date that Declarant relinquishes its right to appoint directors during the Development Period), the term of office of the directors shall be staggered. At meetings held to elect directors, the members shall elect one-third (1/3) of the directors for a term of one (1) year, one-third (1/3) of the directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect one-third of the total number of directors for a term of three (3) years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association or solely by Declarant if during the Development Period. In the event of death, resignation or removal of a director, his or her successors shall be selected by the remaining Members of the Board (or by Declarant if during the Development Period) and shall serve for the unexpired term of his or her predecessor.

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

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

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a Member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the President of the Association prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies. Nominations may be made from among Members or non-members of the Association.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly (except during the Development Period), at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII POWERS, RIGHTS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area, including any improvements and amenities located thereon, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of any recreational facilities located on any Common Area of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations or any provisions of the Declaration;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) employ a manager, independent contractor, or such other individuals, entities or employees as they deem necessary and to prescribe their duties.

Section 2. Specific Right of Inspection of The Board of Directors

Every director of the Association will have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The foregoing right of inspection includes a right to make extracts and copies of documents.

Section 3. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such a statement is requested in writing by one-third (a) of the Class A Members or of the Class B Members who are entitled to vote;
 - (b) supervise all officers, agents and employees of this Association, and to see that their

duties are properly performed;

- (c) as more fully provided in the Declaration, to:
- (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
- (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- (3) foreclose the lien against any Lots for which assessments are not paid within thirty (30) days after the due date thereof or to bring an action at law against the Owner personally obligated to pay the same;
- (d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association:
- (f) cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate; and
- (g) cause to be maintained the Common Area and any other areas shown on the Plat that may be owned by governmental entities who are not maintaining such areas.

ARTICLE VIII OFFICERS AND THEIR DUTIES

- Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board of Directors may from time to time by resolution create.
- Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors, and thereafter at the meeting of the Board of Directors following each annual meeting of the Members.
- Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless any officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.
- Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

<u>Section 6.</u> <u>Vacancies.</u> A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaced.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of offices created pursuant to Section 4 of this Article.

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

- (a) <u>President</u>. The President shall preside at all meetings of the Members and of the Board of Directors and shall see that orders and resolutions of the Board are carried out. The President shall have the authority to sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.
- (b) <u>Vice-President</u>. The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board. The Vice-President shall likewise have the authority to sign all leases, mortgages, deeds and other written instruments and co-sign all checks and promissory notes.
- (c) <u>Secretary</u>. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.
- (d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all books of account; cause an annual report of the Association's books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify, defend and hold every officer and director of the Association harmless from and against any and all expenses, including counsel fees, reasonably incurred by or imposed upon an officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Association), to which he may be made a party by reason of being or having been an officer or director of the Association, whether or nor such person is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the Members of the Association for any mistake of judgment, negligence or

otherwise, except for their own individual willful misconduct or bad faith. The officer and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify, defend and forever hold each such officer and director free and harmless from and against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Association or former officer or director of the Association may be entitled.

ARTICLE X COMMITTEES

The Association shall appoint an Architectural Review Committee, as provided in the Declaration; and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint such other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI BOOKS AND RECORDS

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

ARTICLE XII ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the lot against which the assessment is made. Any assessments or portions thereof which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum (unless such rate of interest is not legally allowable in which event the highest rate permitted by law shall be applicable), and shall be subject to a late charge of Ten Dollars (\$10.00) per month until paid or ten percent (10%) of the Assessment, whichever is greater, and the Association may declare the entire balance of the assessment immediately due and payable. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of the Owner's Lot.

ARTICLE XIII AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of two-thirds (2/3) of a quorum of Members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration or the Department of Housing and Urban Development, or any successor agencies thereto, shall have the right to veto amendments while there is a Class B membership if any such agency or any successor agencies thereto have approved the Properties, any part thereof, or any Lot, for federal mortgage financing.

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

ARTICLE XIV MISCELLANEOUS

The fiscal year of the Association shall be determined by the Board in its discretion.

IN WITNESS WHEREOF, we, being all of the directors of Village Green Homeowners Association,	
Inc., have hereunto set our hands this da	y of, 2005.
	Don Sample Taylor Spensor Communic Farina
CERTIFICATION	
CERTIFICATION	
I, THE UNDERSIGNED, do hereby certify that I am the duly elected and acting Secretary of Village Green Homeowners Association, Inc., a Maryland corporation, and that the foregoing By-Laws constitute the original By-Laws of said Corporation, as duly adopted by unanimous written consent of the Board of Directors thereof on this day of, 2005.	
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Corporation this day of, 2005.	
	(SEAL)
	Taylor W. Spencer , Secretary

BROWN, BROWN & YOUNG

Augustus F. Brown Albert J. A. Young

Harold Douglas Norton Jacoueline A. M. Delisle David E. Carey Meaghan Giorno Alegi

A. Freeborn Brown, 1915-1998

T. Carroll Brown, Retired

• A Professional Association of Trial, Business and Personal Lawyers •

200 SOUTH MAIN STREET BEL AIR, MARYLAND 21014

• Founded 1901 •

April 7, 2005

Of Counsel: Philip J. Kotschenreuther

Paralegal Staff: Sandra K. Wheeler Jenny M. Young Michelle A. Fenlock

410-838-5500 Harford 410-879-2220 Baltimore 410-893-0402 Facsimile

info@lawbrown.com *E-mail* www.lawbrown.com *Web site*

Rachel Hess, Esquire Kantor, Winegrad & Hess, LLC 20 Crossroads Drive Suite 215 Owings Mills, MD 21117

Re:

Village Green Communities

Dear Ms. Hess:

Enclosed please find a copy of the recorded Declaration of Covenants, Conditions, Restrictions and Easements as per my email this date.

Sincerely yours,

Beverly Sanzone, Assistant

Enclosure

cc: Mr. Richard Braver (w/enclosure)

VILLAGE GREEN HOMEOWNERS ASSOCIATION, INC.

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

- A. The Declarant is the owner of certain property (the "Land") located in the 3rd Election District of Harford County, Maryland (the "County"), as shown on the Plat (as such term is hereinafter defined) entitled "VILLAGE GREEN", described on Exhibit "A", attached hereto and made a part hereof.
- B. It is the intention of the Declarant to develop the Land and any additional property hereinafter subjected to this Declaration, as a residential community, and to insure therefor a uniform plan and scheme of development for such property, and unto that end the Declarant has adopted, imposed and subjected the property hereinafter described to certain covenants, conditions, restrictions, easements, charges and liens (collectively, the "Covenants").
- C. The Declarant desires to reserve the right, but not the obligation, to subject additional land, together with the improvements thereon and the appurtenances thereto, to the lien operation and effect of this Declaration.

NOW, THEREFORE, the Declarant does hereby declare that the Land described in Exhibit A, and any future additions thereto, shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to and in accordance with the provisions of this Declaration, and the easements, restrictions and covenants contained herein, which shall run with the title to the Land, and any future additions thereto, and be binding on all parties having any right, title or interest in such property, their heirs, successors and assigns.

ARTICLE I DEFINITIONS

The following words when used in this Declaration shall have the following meanings:

- (a) "Association" means Village Green Homeowners Association, Inc., a non-profit, non-stock corporation organized and existing under the laws of the State of Maryland for the purpose of exercising the powers and duties set forth herein, and its successors and assigns.
- (b) "Builder" means each person or entity who acquires a Lot (defined below) from the Declarant or another Builder not to occupy the Lot as a residence, but

in the ordinary course of its business, to construct a residential dwelling on the Lot and to sell or lease the dwelling to a third party who intends to occupy the dwelling as such person's residence.

- (c) "Common Area" means all those areas of land depicted on the Plat (as hereinafter defined) as "OPEN SPACE", "PASSIVE OPEN SPACE" and "ACTIVE OPEN SPACE", and any improvements thereon, which are intended to be devoted to the common use and enjoyment of the Owners (defined below) of the Lots, including any sidewalks, parking courts, parking spaces, open spaces, storm water management facilities, entrance monuments or signs, fencing, landscape buffers, recreational facilities, forest conservation areas, non-tidal wetlands, landscape buffer areas, steep slopes, and any other real property or improvements owned by the Association or in which the Association acquires a right of use or easement for the benefit of the Association and its Members, saving and excepting, however, so much of the Land (or any additional property) conveyed or to be conveyed to the County.
- (d) "Declarant" means, collectively, Village Green Communities, LLC and Crescent Partners, LLC, and their successors or assigns, to whom such entity expressly conveys or transfers by a written instrument recorded among the Land Records of Harford County, Maryland ("Land Records") (i) any or all of its right, title and interest under this Declaration as "Declarant," or any amendment or modification hereof, or (ii) all of its right, title and interest in the Property (as hereinafter defined) as an entirety, without reservation of any kind.
- (e) "Declaration" means this Declaration of Covenants, Conditions and Restrictions made by the Declarant, applicable to the Property and heretofore recorded among the Land Records, and any additions, amendments or modifications thereto.
- (f) "Development Period" means the time commencing from the date of recordation of this Declaration among the Land Records, until and ending on the date that the last Lot within the Property is conveyed to an Owner other than Declarant or any Builder.
- (g) "Lot" and/or "Lots" means any residential building lot now or hereafter shown on the Plats (defined below), together with all buildings and improvements thereon, but excluding the Common Area and any property dedicated or to be dedicated to the County.
- (h) "Member" or "Members" means those persons entitled to membership in the Association as provided in Article V of this Declaration.
- (i) "Mortgage" means any mortgage or deed of trust encumbering any Lot or any Common Area, and any other security interest existing by virtue of any other form of security instrument or arrangement, provided that such instrument has been recorded among the Land Records. "First Mortgage" shall mean a mortgage with priority over all other Mortgages on the same Lot.
- (j) "Mortgagee" means the person secured by or the beneficiary or holder of a Mortgage. "First Mortgagee" means the holder or beneficiary of a First Mortgage.

- (k) "Owner" means the person or legal entity, or the combination thereof, including contract-sellers, holding the record title to a Lot. If more than one person or legal entity, or any combination thereof, holds the record title to any Lot, all of the them, as a unit, shall be deemed a single Owner and shall be a single Member of the Association by virtue of their ownership of such Lot. The term "Owner," however, shall not mean any contract-purchaser, nor the owner of any redeemable ground rent issuing out of any Lot or the Trustees, the Lender, or any Mortgagee of a Mortgage intended solely for the purpose of securing performance of an obligation or payment of debt.
- (l) "Plat" means collectively, the subdivision plats for the Property entitled "VILLAGE GREEN", as recorded among the Plat Records of the County in Liber JJR No. 115, folio 40-45, et seq., including any other plats recorded among the Plat Records in substitution therefor or amendment thereof, and any plats hereafter recorded among the Plat Records of any additional land that may hereafter expressly be made subject to this Declaration pursuant to the provisions of Article II hereof.
- (m) "Property" means the Land as described in Exhibit A and any additional land that may hereafter expressly be made subject to this Declaration pursuant to the provisions of Article II. The Property shall not include any property designated on the Plats to be dedicated or conveyed to the County, and such property shall not be subject to the provisions of this Declaration.
- "Structure" (n) means all improvements, structures appurtenances, the placement of which upon any Lot or the improvements thereon may affect the appearance of the Lot or the exterior appearance of the improvements on the Lot including, by way of illustration and not limitation, any building, trailer, garage, porch, shed, mailbox, greenhouse, bathhouse, gazebo, coop or cage, covered or uncovered patio, deck, awning, heating or air conditioning equipment, solar panels, swimming pool, outdoor play equipment, including a basketball hoop, clothesline, radio, television or other antenna or "dish," exterior lighting, fence, sign, curb, paving, wall, roadway, walkway, planting, landscaping where the trees or shrubbery are intended to grow to a height in excess of four (4) feet, ornamental statute, signboard or temporary or permanent living quarters, and any change or alteration of any previously approved Structure, including any change of exterior appearance, color or texture, and including the removal of existing trees. "Structure" shall also mean (i) any excavation, fill, ditch, diversion, dam or other device which affects or alters the natural flow of surface waters or any waters in any natural or artificial stream, wash or drainage channel, from, upon or across the Property or any Lot; and (ii) any change in the grade of the Property or any Lot of more than six (6) inches from that existing at the time of conveyance of any Lot by the Declarant to another Owner.

All other capitalized terms used in this Declaration and not otherwise defined in this Article I shall have the meanings given to them elsewhere in this Declaration.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

1. <u>EXISTING PROPERTY</u>. The Land described on <u>Exhibit A</u> is and shall be transferred, held, sold, conveyed and occupied subject to this Declaration.

2. ADDITIONS TO EXISTING PROPERTY.

- (a) <u>Description of Additional Land</u>. The Declarant shall have the right, but not the obligation, without the consent of any other Owner, for a period of ten (10) years from the date of this Declaration, to bring additional property within the scheme of this Declaration by subjecting to the operation and effect of this Declaration, and thereby adding to the Property any land adjacent to the Property which is then subject to the Declaration, together with the improvements thereon and appurtenances thereto. The general plan of development is shown on the Plats, but the plan shall not bind the Declarant to make the proposed additions, or to adhere to the plan in any subsequent development of the land shown thereon.
- (b) Other Additions. Upon approval in writing of the Association by two-thirds (2/3) of the votes of each class of Members of the Association, and including the Declarant if the Declarant still retains the right to annex additional property to the Property subject to this Declaration pursuant to this Article II, any person who desires to add additional property to the Property subject to this Declaration, other than any property being annexed pursuant to clause (a) above may file of record a supplementary declaration as described in subsection (c) hereof.
- by filing a supplement to this Declaration in the Land Records which describes the property being annexed and which recites that the scheme of this Declaration shall extend to such property which shall thereupon become part of the Property. Upon the filing of any supplemental declaration, Owners of Lots situated on the annexed property shall be subject to the same obligations and entitled to the same rights as the Owners of Lots in the Property. Any supplementary declaration may contain such complementary additions and modifications to the Declaration as may be necessary to reflect the different character, if any, of such property, not inconsistent with the scheme of this Declaration.
- 3. <u>EASEMENT RIGHTS</u>. Any property subjected to this Declaration shall, upon such addition, be subject to all of the easements reserved in this Declaration and such additional easements as may be set forth in the supplement to the Declaration or on the subdivision plats covering such property.
- 4. <u>DEANNEXATION</u>. For so long as the Declarant owns any Lot, the Declarant may deannex any property (excluding, however, any Common Area conveyed to the Association by the Declarant) from the Property for a period of seven (7) years from the date of this Declaration for the purpose of withdrawing property previously submitted in error, as necessitated by changes in the development plan for the Property, or for any other reason whatsoever. Such deannexed property shall no longer be subject to the covenants and restrictions of this Declaration except for any easements, rights, reservations, exemptions, power or privileges reserved to the Declarant pursuant to this Declaration which burden the deannexed property for the benefit of any property which is subject to the Declaration or any other property. Such deannexation shall be made by recording a supplementary declaration among the Land Records, withdrawing the effect of the covenants and restrictions of this Declaration from the deannexed property. Such deannexed property may be utilized by the Declarant, or any successor, assign or transferee thereof, for any lawful purpose or use.

5. <u>AMENDMENT</u>. This Article shall not be amended without the prior written consent of the Declarant if the Declarant owns any Lot within the Property or any property adjacent to the Property.

ARTICLE III ARCHITECTURAL REVIEW COMMITTEE

1. ARCHITECTURAL REVIEW COMMITTEE.

The Architectural Review Committee, whose members shall be (a) appointed by the Declarant during the Development Period and thereafter by the Board of Directors of the Association (the "Architectural Review Committee"), shall have all the rights, powers and duties granted to it pursuant to this Declaration. The Architectural Review Committee shall at all times be comprised of at least three (3) members; provided, however, during the Development Period, the Architectural Review Committee may be comprised of two (2) members. The initial members of the Architectural Review Committee shall include Don Sample, Taylor Spencer and Dominic Farina. At any time, or from time to time, during the Development Period, the initial members of the Architectural Review Committee may be replaced for any reason (including death or resignation) with other individuals selected by the Declarant in its sole discretion. All questions shall be decided by a majority of the members of the Architectural Review Committee, and such majority shall be necessary and sufficient to act in each instance and on all matters. Each member of the Architectural Review Committee, now or hereafter appointed, shall act without compensation for services performed pursuant to this Declaration. The Declarant hereby grants to the Architectural Review Committee, its successors and assigns, the right to establish architectural design criteria for the Community (the "Design Guidelines") and rules and regulations pertaining to the use of the Lots, which shall be made available to all members, and to waive such portion or portions of the Covenants of Article IV herein as the Architectural Review Committee, in its sole discretion, may deem advisable and in the best interests of the Community.

2. ARCHITECTURAL REVIEW.

Except as otherwise provided in this Declaration or in any rules or (a) regulations adopted by the Board of Directors of the Association, no Structure shall be placed or constructed on any Lot nor shall any addition (including awnings screen doors and screens), change or alteration (including any change in exterior paint color and/or materials or other exterior appearance thereof, but excluding repainting or retreating with the same color or materials and seasonal decorations) (collectively, "Alterations"), be made to the exterior of any Structure and/or contour of any Lot, until plans and specifications, showing the nature, dimensions (including elevations and roof pitch or change in the grade of the Lot), material, color and location (including proposed front, rear and side setbacks), of the proposed Structure or Alterations, together with the proposed construction schedule, a designation of the party or parties to perform the work, photographs of the existing improvements or area to be improved, and other information requested by the Architectural Review Committee, have been submitted to and approved in writing by the Architectural Review Committee, and until all necessary permits and other governmental or quasi-governmental approvals shall have been obtained. The approval of the Architectural Review Committee of any Structure or Alterations shall in no way be deemed to relieve the Owner of any Lot from its obligation to obtain any and all governmental permits and approvals necessary for such Structure or Alterations, including but not limited to a building permit.

- (b) All questions before the Architectural Review Committee shall be decided by a majority of the Members of the Architectural Review Committee. Any Member who is aggrieved by any action or forbearance from action by the Architectural Review Committee may appeal the decision of the Architectural Review Committee to the Board of Directors and, upon the request of such Member, shall be entitled to a hearing before the Board of Directors of the Association. Such appeal shall be made by the Member in writing to the Board of Directors within fifteen (15) days of the date of the notice that such plans and specifications have been rejected by the Architectural Review Committee. The appeal hearing shall be held at the next regularly scheduled board meeting but in any event not less than sixty (60) days after the date the notice of the appeal is received in writing by the Board of Directors. The decision of the Board of Directors shall be final and unappealable.
- (c) The Architectural Review Committee shall have the right to disapprove any plans and specifications submitted for its review because of any of the following:
- (i) failure of the plans or specifications to comply with any provision of this Declaration; applicable law or other guidelines adopted by the Architectural Review Committee;
- (ii) failure to include information in the plans and specifications required by this Declaration or as may have been reasonably requested;
- (iii) objections to the exterior design, appearance or materials of any proposed Structure or Alterations;
- (iv) incompatibility of any proposed Structure or Alterations with the existing Structures on the Lot or other Lots or with the general plan of improvement of the Property;
- (v) objections to the location of any proposed Structure or Alterations upon any Lot or with reference to other Lots;
 - (vi) objections to the grading plan; or
- (vii) objections to the color scheme, finish, proportions, style, architecture, workmanship or appearance of any proposed Structure or Alterations.
- (d) Written requests for approval shall be submitted by first class mail, or in person, in which case a written receipt shall be obtained, to the Village Green Homeowners Association, Inc., c/o MRA Property Management, Inc., 3445-C Box Hill Corporate Center Drive, Abingdon, Maryland 21009, or such other place designated by the Declarant, the Board of Directors or the Architectural Review Committee in a notice to the Members. The approval request shall include one (1) set of the required plans and specifications, photographs of the existing improvements or area to be improved, and such other information as may be requested

by the Architectural Review Committee. The Architectural Review Committee may, in its discretion, establish a reasonable review fee or a schedule of review fees based on the nature of the request to cover expenses, not to exceed One Hundred Dollars (\$100.00) in the aggregate for each submittal, which sum may be increased from time to time in the reasonable discretion of the Board of Directors. All funds net of out-of-pocket expenses shall be paid over to the Association. In the event the Architectural Review Committee fails to approve or disapprove any plans within sixty (60) days of receipt of the plans and the review fee, if any, such plans shall be deemed disapproved. In any case where the Architectural Review Committee disapproves any plans and specifications or approves the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. Approval of any particular plans and specifications shall not be construed as a waiver of the right of the Architectural Review 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.

- (e) Construction of any Structure or Alterations pursuant to the provisions of this Article shall be commenced within six (6) months following the date of approval and shall be completed within twelve (12) months from the start of construction, or within such other shorter or longer period as the Architectural Review Committee shall specify in its approval. In the event construction is not commenced or completed within such period, the approval shall lapse and compliance with the provisions of this Article shall again be required. New approvals shall be obtained within sixty (60) days of the expiration of the approved construction period, otherwise any Structure shall be promptly returned to its original condition. All Structures and Alterations shall be constructed and thereafter maintained in strict conformity with the approved plans and specifications and all applicable laws (i.e., a building permit and/or zoning variance shall be obtained prior to commencing any work requiring one). completion of construction of any Structure or Alteration in accordance with the provisions hereof, the Architectural Review Committee, upon request of the applicant, shall issue a Certificate of Compliance identifying such Structure and the Lot on which the Structure is placed, stating that the Structure has been approved and completed pursuant to the terms hereof. Preparation and recording of such Certificate shall be at the expense of the applicant. Any Certificate of Compliance issued pursuant hereto shall be prima facie evidence of the facts therein stated, and as to any title insurer, such Certificate shall be conclusive evidence that all Structures on the Lot noted in such Certificate comply with the provisions hereof; provided, however, neither the Declarant, the Board of Directors, the Architectural Review Committee nor the Association shall have any liability whatsoever for any loss, cost, claim, damage, liability or expense which any Owner may suffer or incur by reason of (i) the rejection of any plans and specifications submitted to the Architectural Review Committee, (ii) any defects in any plans and specifications revised or approved by the Architectural Review Committee, (iii) any structural or other defects in any work done pursuant to such plans and specifications, or (iv) the failure of the improvements to comply with applicable laws.
- (f) If construction of any Structure or Alterations is undertaken other than in accordance with the provisions of this Declaration and applicable law, such action shall be deemed to be in violation of the provisions of this Declaration and, in such event, within the time period set forth in a notice from the Declarant, if it is still a Class B Member, the Architectural Review Committee or the Board of Directors, but in any event not less than thirty (30) days, or such shorter period as is expressly provided elsewhere in this Declaration, or such

lesser written or oral notice (followed by written confirmation) as may be reasonable in an emergency situation which presents the threat of imminent danger or harm to persons or property, such Structure and/or Alterations shall be removed or restored to its condition prior to such action, and use thereof shall cease, so as to terminate such violation. If the Owner has not terminated the violation within the stated cure period, any agent of the Association may enter upon such Lot and take such steps as are reasonable to terminate such violation and no trespass or other wrongful act by reason of such entry shall be deemed to have been committed; provided, however, the Association may not alter or demolish any Structure without first obtaining a court order. The Association, through the Board of Directors, may also assess a fine in an amount not to exceed One Hundred Dollars (\$100.00), which amount may be increased from time to time in the reasonable discretion of the Board of Directors of the Association, against any Owner who constructs any Structure or Alterations without having applied for or without obtaining the approval of the Architectural Review Committee, which fine shall, if not paid within thirty (30) days of demand, be subject to enforcement in the same manner as assessments under Article IX. In addition, the Declarant, if it is still a Class B Member, or the Board of Directors may exercise all legal and equitable remedies to prevent or remove any unauthorized Structure and/or Alterations or any portion thereof. Such Owner shall be personally liable to the Declarant, or the Association, as applicable, for any costs incurred in enforcing the provisions of this Declaration, including but not limited to court costs and attorneys' fees, to the same extent as such Owner is liable for an Assessment levied against such Owner's Lot, and, upon the failure of the Owner to pay such costs within thirty (30) days after such Owner's receipt of written demand for payment from the Declarant or the Association, the Declarant or the Association may establish a lien upon such Owner's Lot in accordance with and subject to the provisions of this Declaration applicable to an assessment lien.

- 3. <u>EXEMPTIONS</u>. Any Structure, Alterations or other improvements erected or installed on the Property or any Lot by or on behalf of the Declarant or any Builder shall not require the approval of the Architectural Review Committee. The Declarant intends that the provisions of this Article requiring the Architectural Review Committee's approval shall not apply to a Lot until its title is first acquired of record by a person other than Declarant or a Builder. Neither the Declarant nor any Builder shall, by virtue of this Declaration, have any fiduciary or other duty to the Association, or any Owner, Mortgagee or any other person, including but not limited to any duty to require that any Structure or dwelling be similar in size, architectural style or cost to those existing or planned for any other Lot.
- Committee, the Board of Directors and the Association shall have an easement to enter any portion of the Property or any Lot for the performance of their respective duties under this Article and the other provisions of this Declaration; provided such easement shall be exercised during daylight hours and shall not permit entry within the interior portion of any dwelling located on any Lot, but (by way of illustration only and not in limitation of the rights granted herein) shall permit the entry into fenced, or other enclosed areas of the Lot or the Property, and no trespass or other wrongful act by reason of such entry shall be deemed to have been committed. The Declarant, the Architectural Review Committee, the Board of Directors or the Association, as applicable, shall restore any damage caused by such entry; provided, however, to the extent the exercise of such right of entry is for the purpose of removing or restoring any violation of this Declaration, such removal or restoration shall not be deemed to constitute "damage caused by such entry."

ARTICLE IV COVENANTS AND RESTRICTIONS

1. LAND USE.

- (a) All Lots shall be used for private, single-family residential purposes only and no dwelling of any kind whatsoever shall be erected, altered or maintained thereon except one private dwelling house for the sole and exclusive use of the Owner or occupant of the Lot. Except as expressly provided elsewhere in this Declaration, no industry, business, trade or profession of any kind, whether or not for profit, including, without limitation, retail or wholesale shops, other kinds of stores, factories, saloons, beauty parlors, doctors office or other office, professional or otherwise, hospital, asylum or institution of like or similar nature, or charitable institution shall be conducted, maintained or permitted on any part of the Property without the prior written consent of the Board of Directors. None of the Lots shall be used at any time for apartments or other types of multiple housing units. Garages may not be converted to additional living space.
- (b) Nothing herein shall prevent the use of part of a Lot as a right-of-way for use by other Lots or for the placement of street signs, street trees or entrance monuments or signs in easement areas now or hereafter designated for such purposes.
- (c) Any provision of this Declaration to the contrary notwithstanding, the Declarant and any Builder shall have the right to use their respective Lots and any improvements thereon, as sales, rental and/or management offices, as model homes, and for such other uses as the Declarant may deem appropriate for the development, marketing and management of the Property, including but not limited to the installation of one or more construction and/or sales trailers, and for the storage of construction materials and equipment upon the Property. The Declarant and any Builder, with the Declarant's consent, shall also have the right to erect upon their respective Lots and upon the Common Area such advertising and directional signs, flagpoles and other improvements and equipment as the Declarant shall deem appropriate for the development, marketing and management of the Property.
- 2. <u>SETBACKS</u>. The minimum building restriction lines described in this Declaration, and shown on the Plats are hereby declared to represent zoning requirements of the applicable governmental authorities, and are not intended to create benefits or burdens on the title to any individual Lot. Amendments to any minimum building setback lines as shown on the Plats shall be obtained by an Owner seeking a zoning variance in accordance with the terms of the zoning ordinance in effect at the time of the filing of a petition for a variance.
- shall not be permitted on any Lot. Notwithstanding the foregoing, in-ground pools are permitted if approved in advance by the Committee and portable children's pools constructed of plastic material may be maintained on any Lot during the months of May through September of each year and provided such children's pools are stored in an inconspicuous location when not used. Jacuzzis shall be permitted in rear yards only and be screened from view. Construction and maintenance of Jacuzzis shall be in accordance with all applicable laws. Construction plans and specifications for Jacuzzis shall be approved in advance by the Architectural Review Committee.

- 4. <u>DRIVEWAYS</u>. On-Lot driveways and parking pads shall be maintained by each Owner of a Lot in good condition and in accordance with all applicable laws. Driveways shall be paved and or repaved with the same material as the original construction unless another material is approved in advance by the Architectural Review Committee. Gravel surfaces are prohibited. Every driveway shall provide positive drainage away from the dwelling and garage.
- 5. <u>TEMPORARY STRUCTURES</u>. No temporary Structure, including but not limited to a trailer, shack or other outbuilding, shall be permitted to be erected on any Lot. The foregoing shall not be deemed to prohibit reasonably-sized garden sheds, greenhouses or other similar accessory Structures approved in advance by the Architectural Review Committee.
- 6. <u>CLOTHES LINES: FLAGPOLES</u>. No temporary or permanent exterior clothes dryer, clothes line or pole, or similar equipment shall be erected, installed or maintained on any Lot, whether or not it forms a part of any Structure or is detachable therefrom, and no drying or airing of any clothing shall be permitted outdoors. Freestanding flagpoles, other than in connection with the initial sale or marketing of Lots, are prohibited.
- 7. TRAFFIC VIEW. No Structure, landscaping, shrubbery or any other obstruction shall be placed on any Lot so as to block the clear view of traffic on any streets, nor shall any planting be done on any corner Lots closer than twenty (20) feet from either street line that will exceed three (3) feet in height, except for shade trees, which shall be trimmed so that a clear view of traffic may be maintained up to the height of eight (8) feet.
- 8. YARDS. The front and side yards of each Lot shall be kept only as a lawn for ornamental or decorative planting of grass, trees, shrubbery, and flowers. Lawn statues and similar ornaments are expressly prohibited in front and side yards. No equipment or machinery, including without limitation, equipment or machinery for use in connection with the maintenance of a dwelling, such as lawnmowers, wheelbarrows and similar devices, shall be stored in the front or side yard of any Lot.
- 9. FENCES AND WALLS. Fences and walls or other similar enclosures may be built on any Lot in rear or side yards only, and only with the prior written approval of the Architectural Review Committee; provided, however, such fences and walls as may be installed and/or constructed by the Declarant or any Builder simultaneously with the initial construction of a dwelling on a Lot shall not require Architectural Review Committee approval. Any fence, wall or other similar enclosure shall not extend forward of the rear foundation wall and shall not impede surface drainage or interfere with any utilities. Fencing shall be six foot board-on-board wood fencing stained to coordinate with the dwelling or to weather to a natural grey tone, and shall match the fencing installed initially by Declarant or any Builder. In addition to or in lieu of the fencing described above, the Architectural Review Committee may designate one or more fence designs as the "standard designs" and may require that all fences conform to these standards. All fencing shall comply with the height, setback and other requirements of applicable law. Chain link and chicken wire fencing is expressly prohibited. All gates must open inward onto a Lot and shall not open onto another Lot or the Common Area. The foregoing shall not prohibit the growth of an ornamental hedge fence, which shall be kept neatly trimmed, and shall not exceed three (3) feet in height in front yards, or side yards of corner lots.

- their Lots and the exterior of their dwellings in good order and repair, 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, including, without limitation, roofs, gutters and downspouts, all in a manner and with such frequency as is consistent with good property management and maintenance. Dead trees, shrubs and unsightly landscaping shall be removed promptly.
- 11. <u>NUISANCES</u>. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be placed upon a Lot which may become an annoyance or nuisance to the neighborhood or any adjoining 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 installed upon or audible from the exterior of any Structure. No snowmobiles, go-carts, motorbikes, trail bikes, loud-engine recreational vehicles or skateboard ramps shall be run or operated upon any Lot, the Common Area or any roadways serving the Property.
- domestic or exotic animals, shall be raised, bred or kept on any Lot, except that dogs, cats or any household pets, not to exceed four (4) in the aggregate, may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided they do not become a nuisance to the neighborhood or to any other Owners. Animals must be restrained with a lead at all times and cannot be chained or left to roam unattended on the Property or any Lot (other than within a fenced Lot). Pets shall be registered, licensed and inoculated as required by law. Owners shall be responsible for the immediate clean-up and removal of their pet's waste on any of the Property including their own Lot. Puppies and kittens in excess of the numbers set forth above may be kept until they reach the age of twelve (12) weeks. The Board of Directors or, upon resolution of the Board of Directors, the Architectural Review Committee, shall have the authority, after hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other Members, and such determination shall be conclusive.
- **VEHICLES.** No commercial vehicles with a rated capacity exceeding 3/4 13. ton, large trucks which measure more than twenty-four (24) feet in length, trailers, boats (other than in areas specifically designated therefor), buses, campers, recreational vehicles, limousines, hearses, ambulances, multi-purpose passenger vehicles designed to carry ten (10) or more persons, tractors, junked, unlicensed or inoperable passenger vehicles, or any other vehicle, other than private passenger vehicles in regular operation, shall be parked regularly on any roads within the Property, or on any Lot unless garaged (except for such machinery and equipment as may be reasonable, customary or usual in connection with the maintenance of any dwelling or the Common Area); nor shall the repair or extraordinary maintenance of vehicles (except for bona fide emergencies which could not be performed elsewhere) be carried out anywhere on the Property, other than minor repairs such as oil, filter, battery, belts, wipers, brake light, headlight, and tire changes, unless performed on a vehicle of an Owner that is customarily kept on such Lot or Common Area, and such minor repairs are conducted using all appropriate environmental safeguards, and in a timely and continuous manner. For the purposes hereof, a vehicle is deemed "inoperable" if it lacks a current, valid registration and license plates, does not contain all parts

and equipment, including properly inflated tires, would not pass applicable state vehicle inspection criteria, or is not in such good condition and repair as may be necessary to drive the vehicle on a public roadway.

No carports shall be permitted to be constructed on any Lot. No commercial vehicles shall remain parked on any street or Lot longer than is necessary to perform the business function of such vehicle in the area. No person shall operate a vehicle in the Community other than in a safe and quiet manner and with due consideration for the rights of all Owners and occupants. Notwithstanding any of the foregoing, the Declarant, any Builder, and their respective agents and designees, may maintain trailers and commercial vehicles on the Property in connection with the development, sale, marketing and management of the Property. These restrictions are intended to apply to that portion of the Property which may hereafter be dedicated as public streets or roads.

14. <u>LIGHTING AND WIRING; ANTENNA.</u>

- (a) Exterior lighting on Lots shall be directed downward and shielded to minimize the casting of light from such fixture onto neighboring Lots. All wiring on any Lot shall be underground.
- (b) Except as specifically permitted by applicable governmental regulations, no exterior antennas of any type, including, but not limited to, satellite dishes for reception or transmission, may be erected or maintained on any Lot; provided, however, that satellite dishes not in excess of one (1) meter in diameter are permitted. The Board of Directors may impose reasonable rules and regulations regarding the location and screening of any such satellite dish, subject to applicable governmental regulations. Antennas situated entirely within a dwelling and not visible from the exterior of the dwelling, are permitted.
- any Lot shall be transferred or conveyed for any purpose; provided, however, this shall not prohibit transfers of parts of Lots between adjoining Lot Owners where the transfer is not for the purpose of creating a new building Lot. The provisions of this subsection shall not apply to the Declarant or any Builder and shall not be construed to prohibit the granting of any easement or right-of-way to any person for any purpose.

16. SIGNAGE.

(a) Other than signs deemed necessary and appropriate by the Declarant, Builder or its respective successors and assigns, and excluding entrance signage for the Community, directional signs, signs for traffic control or safety, and except for customary "for sale" signs of standard size in the industry which are placed on or in front of the dwelling house by the Owner thereof and removed immediately after sale, no other type of sign shall be permitted to be placed or maintained on any part of the Property or on or visible from within any dwelling or Structure. In addition to the foregoing, no candidate sign (as such term is defined in Section 11B-111.2 of the Maryland Homeowners Association Act), or a sign that advertises the support or defeat of any proposition, may be displayed in the Common Areas; any permissible candidate sign shall be displayed in accordance with provisions of federal, State and local law; and may only be displayed no more than 30 days before the primary election, general election, or

vote on the proposition; and no more than 7 days after the primary election, general election or vote on the proposition.

- 17. <u>LEASE AGREEMENTS</u>. No Owner may lease such Owner's Lot or the improvements thereon for motel, hotel or transient purposes. All leases shall be in writing, and shall state that the lease agreement shall be subject to this Declaration and that the tenant shall be directly liable to the Association, and shall be subject to enforcement actions hereunder and pursuant to such Lease (although the Association shall have no obligation to bring any such enforcement action), for any breach or violation by the tenant of the provisions of this Declaration. Copies of all leases shall be provided to the Board of Directors. The minimum term of all leases shall be one (1) year. Owners who do not reside on their Lot shall provide current addresses and phone numbers to the Association.
- 18. TRASH AND OTHER MATERIALS. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except (i) building material during the course of construction of any approved Structure, and (ii) firewood, in rear yards only, which shall be cut and neatly stored at least twelve (12) inches away from any wooden Structure. No burning of trash shall be permitted on any Lot or the Common Area. Trash shall be disposed of in metal or plastic containers covered by a lid and shall be maintained in a sanitary condition. If trash or other refuse is to be disposed of by being picked up and carried away on a regular basis, closed or covered containers only may be placed in the open on any day that a pick-up is to be made at such place on the Lot as to provide access to persons making such pick-up. The foregoing provisions regarding trash disposal shall not apply to the disposal of recyclables in accordance with local governmental regulations. At all other times trash and recycling containers shall be stored so as not to be visible from the roadway or the other Lots or Common Area.
- 19. No Structure, fence, planting or other improvement shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or in any private or public access easement, utility easement or buffer area (except as noted on the Plats or permitted by applicable authorities) or which may unreasonably change, obstruct or retard direction or flow of any drainage channels.
- 20. <u>NO HUNTING</u>. No hunting or discharge of firearms or weapons of any nature whatsoever shall be permitted on the Property or any Lot.
- 21. <u>NO EXCAVATION</u>. No excavation shall be made on any Lot except for the purpose of building thereon at the time when the initial building operations are commenced, or thereafter, upon the approval of the Architectural Review Committee and all applicable governmental authorities, and no earth or sand shall be removed from any Lot except as a part of such operations.
- 22. TREE REMOVAL. The prior approval of the Architectural Review Committee shall be required for the removal of any live trees four inch (4") caliper or larger; provided, however, no live trees may be removed from any forest conservation easement or forest retention area designated on the Plats except as permitted by applicable governmental authorities, any recorded protective covenants, applicable laws or the terms of any site

development or subdivision plat approval. Dead trees or scrub trees (weed type trees with a trunk less than one inch (1") in diameter) may be removed without Architectural Review Committee approval from any Lot, except within any Forest Conservation Easement or Forest Retention Area.

- 23. <u>SHEDS</u>; <u>ACCESSORY STRUCTURES</u>. Sheds or other similar accessory structures, such as greenhouses, are prohibited, except that certain approved sheds or greenhouses may be specified by the Architectural Review Committee in architectural guidelines adopted by the Board of Directors, and then only with the further approval in each case of the Architectural Review Committee.
- 24. <u>CHIMNEYS AND FLUES</u>. All chimneys and flues shall consist of masonry or another material compatible with the style and color of the dwelling of which they are a part (and may include prefabricated fireplaces and chimneys).
- 25. PLAY EQUIPMENT. All outdoor play equipment shall consist of cedar, redwood or pressure-treated wood materials, or hi-grade plastic materials, shall be situated in rear yards only, and shall be placed in order to minimize their visibility from neighboring Lots. The Architectural Review Committee may, in its sole and absolute discretion, consider other materials for play equipment. Children's play and similar equipment shall not be allowed to remain overnight within any front yard of any Lot or at any time within the Common Area. 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. Basketball backboards affixed to permanent or temporary free-standing poles are allowed.
- **26. GRADING; DRAINAGE.** No Lots shall be used or maintained so as to cause excessive erosion of soil or sediment. During the grading and construction of any improvements upon any Lot, adequate arrangements shall be made to insure that no erosion of soil or sediment shall take place. Drainage from roof areas shall be channeled to downspouts and appropriately discharged.
- 27. DECKS AND PORCHES; AWNINGS; STORM DOORS. Decks, patios and screened porches may be built on any Lot only with the approval of the Architectural Review Committee and upon obtaining a valid building permit. Decks and porches shall not extend forward of the rear foundation wall into any front or side yard, shall not impede surface drainage and shall comply in all respects with the height, setback and other requirements of the appropriate authorities. Decks and porches shall be decorative in character and shall be constructed of pressure-treated lumber or long-life cedar or redwood, Trex or other similar material. Decks and porches may be painted or stained to match the color of the dwelling. Awnings (other than as part of an approved screened porch) are discouraged and must be approved in advance by the Architectural Review Committee on a case-by-case basis. Storm doors (or screen doors) shall be full view, made of anodized aluminum, and shall be painted the same color as either the door or the trim of the house, or of such other materials and/or colors as may be specified by the Architectural Review Committee.
- 28. <u>AUCTIONS, FLEA MARKETS, YARD SALES</u>. Other than auctions held in conjunction with foreclosure and/or tax sales, no auctions will be permitted without the

prior written consent of the Architectural Review Committee. Flea markets or yard sales not exceeding two (2) per year for not more than two (2) days in duration are permitted in the front or side yard of any Lot. All other such events are prohibited unless it is part of a coordinated event approved by the Architectural Review Committee.

29. <u>UTILITIES</u>. All exterior mechanical and electrical equipment other than heat pumps and utility meters must be housed or screened from view from streets, home entries and neighboring Lots. No window unit air conditioners shall be permitted.

30. <u>NON-TIDAL WETLANDS, BUFFER AREAS AND FOREST CONSERVATION AREAS.</u>

- (a) Any portion of the Common Area or Lots designated and shown on the Plats as floodplains, wetlands, steep slopes, buffer areas, preservation areas, forest conservation easements or forest retention areas shall remain in a natural, undisturbed state and shall not be developed, or improvements erected thereupon, by the Declarant, any Builder, the Association, any Owner or any other person, except as permitted by applicable governmental authorities, or other grading or construction permitted by applicable law and approved by the Association and the County, and/or applicable governmental authorities, as evidenced by the issuance of all necessary permits and approvals.
- (b) The forest conservation easements and forest retention areas shown on the Plats are also subject to the terms and provisions of certain protective covenants given by the Declarant in favor of the County which restrict disturbance and use of these areas.
- herein to the contrary, an Owner may use his or her residence as a "family day care home" ("Home") (as defined in Section 11B-111.1 of the Maryland Homeowners Association Act); subject to the following requirements:
- (a) The Owner or day care provider (as defined in Section 11B-111.1 in the Maryland Homeowners Association Act) 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 of the Annotated Code of Maryland. The Owner or day care provider shall furnish a copy of the license to the Architectural Review Committee 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 Sections 19-106 and 19-202 of the Insurance Article of the Annotated Code of Maryland, in at least the minimum amounts described in those Sections. 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 Architectural Review Committee before establishing and operating the Home and upon any renewal of the policy.
- (c) The Owner or day care provider shall pay, on a pro-rata basis with other Homes then in operation in the Community, any increase in the insurance costs of the Association attributable solely and directly to the operation of the Home, upon presentation of a

statement from the Architectural Review Committee setting forth the increased costs and requesting payment of same. The increased insurance costs shall be considered an assessment against the Lot, and may be collected under the Maryland Contract Lien Act.

(d) The Owner or day care provider shall not use any of the Common Areas for any purpose directly or indirectly relating to the operation of the Home.

32. NO-IMPACT HOME-BASED BUSINESSES.

- (a) Notwithstanding any provision of this Declaration to the contrary, pursuant to Section 11(B)-111.1 of the Code, "No-Impact Home-Based Businesses" are permitted upon the Lots, subject to the following requirements:
- (i) Owners shall notify the Association before opening a No-Impact Home-Based Business.
- (ii) No-Impact Home-Based Businesses are expressly prohibited in any Common Area.
- (iii) Such additional requirements as may be specified by the Board of Directors of the Association, to the extent permitted by applicable law.
- (b) For purposes of this Declaration, a "No-Impact Home Based Business" shall have the meaning given to such term from time to time in Section 11B-111.1 of the Code, which currently means a business that:
- (i) Is consistent with the residential character of the dwelling unit;
- (ii) Is subordinate to the use of the dwelling unit for residential purposes and requires no external modifications that detract from the residential appearance of the dwelling unit;
- (iii) Uses no equipment or process that creates noise, vibration, glare, fumes, odors, or electrical or electronic interference detectable by neighbors or that causes an increase of common expenses that can be solely and directly attributable to a no-impact home-based business; and
- (iv) Does not involve use, storage, or disposal of any grouping or classification of materials that the United States Secretary of Transportation or the State of Maryland or any local governing body designates as a hazardous material.
- 33. <u>COMPLIANCE WITH FEDERAL FAIR HOUSING ACT</u>. In order to comply with the requirements of the Federal Fair Housing Act (as heretofore and hereafter amended):
- (i) The Architectural Review Committee or the Board of Directors of the Association shall, to the extent permitted by law, make reasonable

accommodations in the rules and regulations of the Association (including those set forth in this Article and those adopted pursuant to the bylaws of the Association), to the extent such accommodations are required under the Federal Fair Housing Act or otherwise appropriate to afford persons with disabilities an equal opportunity to use and enjoy the dwelling located upon any Lot, which accommodations may include waivers and modifications of such rules and regulations only for a particular person with a disability or for a particular category of persons with disabilities. The Architectural Review Committee or the Board of Directors need not follow the procedural requirements of this Article or the by-laws in making such waivers and modifications, and such waivers and modifications need not be approved by the membership of the Association.

- (ii) No rule or regulation of the Association shall be interpreted or enforced in such a way as to make unavailable or deny a dwelling to any person, or to discriminate against any person in the provision of services or facilities in connection with the sale or rental of a dwelling to such person, because of the familial status of such person, as the term "familial status" is defined under the Federal Fair Housing Act.
- 34. <u>COMPLIANCE WITH LAWS</u>. The provisions of this Article shall not be taken as permitting any action or thing prohibited by applicable zoning laws, or the laws, rules or regulations of any governmental authority.
- 35. WAIVERS. The Architectural Review Committee may, in the exercise of its reasonable discretion, upon submission of a written request therefor by the Owner of a Lot, and to the extent not prohibited by law, waive any one or more of the provisions of this Article or any portion thereof with respect to any Lot. The granting of a waiver with respect to any Lot shall not require the granting of a waiver with respect to any other Lot.

ARTICLE V MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

- 1. <u>MEMBERSHIP</u>. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.
- 2. <u>CLASSES OF MEMBERSHIP</u>. The Association shall have two (2) classes of voting membership:
- (i) <u>Class A.</u> The Class A Members shall be all of the Owners of the Lots except for the Declarant and any Builder for so long as the Declarant and any Builders are Class B Members; provided, however, if more than one person or legal entity holds the record title to any Lot, such persons shall constitute a single Member of the Association and shall, collectively, be entitled to only one (1) vote per Lot for each Lot owned by them in which action shall be taken by Members of the Association. Any Mortgagee or any other person or entity who holds such interest solely as security for performance of an obligation shall not be a Class A Member solely on account of such interest.
- (ii) Class B. The Class B Member(s) shall be the Declarant and any Builder. The Class B Member(s) shall be entitled to ten (10) votes per Lot for each Lot

owned by them in all proceedings in which actions shall be taken by Members of the Association. Each Builder shall be conclusively presumed, by its having accepted the conveyance from Declarant or another Builder of the legal title to a Lot, to have given the Declarant an irrevocable and exclusive proxy entitling the Declarant to cast all votes which such Builder holds, which proxy is coupled with an interest.

and be converted to Class A membership in the Association upon the earlier to occur of: (i) ten (10) years from the date of this Declaration; (ii) at such time when the total number of votes entitled to be cast by the Class A Members equals or exceeds the total number of votes entitled to be cast by the Class B Members of the Association; or (iii) upon the surrender of the Class B membership by the then Class B members on the books of the Association. If after such conversion additional property is made subject to the Declaration, then the Class B member(s) shall be reinstated until December 31, 2015, or such earlier time as the total number of votes entitled to be cast by the Class A Members again equals or exceeds the total number of votes entitled to be cast by the Class B Members of the Association. The Declarant and any Builder shall thereafter remain Class A Members of the Association as to each and every Lot owned by Declarant or such Builder, from time to time, subject to the terms and provisions of this Declaration in which the Declarant and any Builder then holds the interest otherwise required for Class A membership.

ARTICLE VI RESERVED DEVELOPMENT RIGHTS AND EASEMENTS

1. EASEMENTS AND RIGHTS RESERVED FOR THE DECLARANT.

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The Declarant hereby reserves unto itself, its successors and assigns, including any Builder, contractor or subcontractor, their respective agents, employees and invitees, the following rights, reservations and easements:

(a) Perpetual, irrevocable and nonexclusive easements and rights-ofway under, over and through the Common Area, and any drainage, utility or other easement areas designated on the Plats, including but not limited to a ten (10) foot wide drainage and utility easement along all rear Lot lines and a five (5) foot wide drainage and utility easement along side Lot lines (except for that portion of a Lot where abutting townhouses are constructed to the side lot line), including but not limited to the mains, conduits, lines, meters 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 service to any Lot, or the Property, together with the right and privilege of entering upon the Lots and the Common Area for such purposes and for making openings and excavations thereon, which openings and excavations shall be restored in a reasonable period of time, and for such alterations of the contour of the land as may be necessary or desirable to effect such purposes. Within the aforesaid easement areas, 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 change the direction or the flow of drainage channels or obstruct or retard the flow of water through drainage channels. The reserved easement areas of each Lot and all improvements thereon, except improvements for which a public authority or utility company is responsible, shall be maintained continuously by the Owner of the Lot. The Declarant shall restore any

damage to any Lot or to any permitted Structure arising from the Declarant's exercise of the foregoing easement and right-of-way.

- (b) The right to grade, regrade and improve the streets, roads and courts within the Property including the creation or extension of slopes or banks, or excavation in connection therewith, and the construction and installation of drainage and utility structures therein. Declarant further reserves the right at or after the time of grading of any street, Common Area, storm water management area or drainage or utility easement, or any part thereof, for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such area, provided such grading does not materially interfere with the use or occupancy of any Structure built on such Lot, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope.
- (c) The right (which right shall also run to the Association) to enter upon any Lot during normal business hours for the purpose of mowing the lawn thereon and trimming such greenery as the Declarant or the Association deems appropriate, but neither the Declarant nor the Association shall be under any obligation to do so.
- (d) The right to make amendments to any plat or plats relating to the development of the Property as shall be advisable in the Declarant's reasonable judgment and as shall be acceptable to public authorities having the right to approval thereof without the consent of any Owner; provided such amendments do not change the Lot lines of any Owner's Lot other than Lots owned by the Declarant or any Builder.
- (e) The right to grant easements, rights-of-way and licenses to any person, corporate body or municipality, to install and maintain pipelines, underground or above-ground lines, with the appurtenances necessary thereto, for public utilities, or quasi-public utilities or cable services, or to grant such other licenses or permits as the Declarant may deem necessary or desirable for the improvement of the Property in, over, through, upon and across any and all of the Common Area and over, through, upon and across each and every Lot in the easement areas set forth in this Declaration or as shown on the Plats. In addition, any gas and electric company, telephone company and any cable television company or fiber optic cable company shall have the right to place upon the Lots at such locations as deemed necessary by the utility company, electrical transformers, transformer pads and telephone and cable television pedestals.
- or easements within the Property shown on the Plats to public use. An easement for the use and enjoyment of each of said easement areas, etc., is hereby granted to the Association and the Owners, and their respective heirs, personal representatives, successors and assigns, until such time as the same are deeded to the County and dedicated to public use. The Declarant further reserves unto itself and its successors and assigns, the bed, in fee, of all streets within the Property as shown on the Plats.
- (g) A perpetual, irrevocable easement over, through, upon and across the Common Area, as the servient tenement, for the purpose of reasonable ingress to and egress from, and utility service to and from, any other property now or hereafter owned by Declarant, adjacent to or near the Property, regardless of whether such property is annexed to the

Association, including but not limited to the right to connect to and use any such utilities which may exist or be located within the Property, and to grant specific easements, both temporary and permanent, to any person or entity to accomplish the foregoing, all for any purpose consistent with applicable law in connection with the construction, maintenance, repair, development, marketing, sale or leasing of such property.

- (h) The right to use any and all portions of the Property other than those Lots conveyed to Owners (but including any easement areas on any Lot specifically reserved herein) and including any Common Area, for all reasonable purposes necessary or appropriate to the full and final completion of construction of the Property and any other property now or hereafter owned by Declarant, adjacent to or near the Property, regardless of whether such property is annexed to the Association, including the right to store materials and construction debris on the Property during the development thereof and the construction of improvements on such property. Such activities shall include, but not be limited to, clearing, grading, paving, construction and installation of utilities, landscaping, construction of requisite public or private roads, storm drains, storm water management facilities, repair and maintenance of any public or private utilities and facilities, construction of structures upon the Property, and any other activity reasonably related thereto. Such reserved easement shall not unreasonably interfere with the use of any Lot by the then Owner thereof.
- (i) The right, but not the obligation, to construct an entrance monument or sign identifying the Property on any Lot or the Common Area. Any entrance monument and/or sign constructed by or on behalf of Declarant shall thereafter be maintained, repaired and/or replaced, as needed, by the Association.

Except as otherwise expressly provided in this Article, the foregoing rights, easements and reservations shall remain in effect for so long as the Declarant or any Builder owns any Lot or other land within the Property or other adjacent or nearby property which may be benefitted by such rights and easements, and for such additional time as may be required for the Declarant or any Builder to perform any construction, warranty or repair work with respect to such property.

2. <u>EASEMENTS IN FAVOR OF HARFORD COUNTY.</u>

- (a) <u>Forest Conservation Easements</u>. The Declarant hereby grants to the County, its agents and contractors, a non-exclusive easement and right-of-way in, through, over and across any area designated on the Plats as a "Forest Conservation Easement" or "Forest Retention Area," whether located on any Lot or the Common Area, for all purposes reasonably associated with the inspection and maintenance of such areas; and provided further, in the event that after reasonable notice to the owner of such property, such owner shall fail to maintain any Forest Conservation Easement or forest retention area in accordance with applicable law and regulations, then the County may do and perform all necessary repair and/or maintenance work and may assess the owner of such property for the cost of the work and any applicable penalties and enforce the same, in the manner tax liens are enforced.
- (b) <u>Storm Water Management Easement</u>. Until such time, as any, as the storm water management facilities servicing the Property are dedicated to and accepted by the

County, the owner of such facilities (whether or not located on the Property) shall be responsible for the maintenance thereof in accordance with the rules and regulations of the County.

- (c) <u>Harford County Access Easement</u>. The duly authorized employees and representatives of the County shall have the right to enter upon the Property for the purpose of performing necessary inspection, maintenance and repair to any completed storm water management facility, and until such time, as any, as the storm water management facility is dedicated to the County, when such maintenance or repair is not satisfactorily completed by the owner thereof within a reasonable time, to assess such owner for the costs thereof.
- and reservations of Declarant herein contained may be assigned by Declarant to any person, corporation or association or other legal entity which will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation, entity or association evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as a given to and assumed by Declarant herein. The term "Declarant" as used herein includes all such assignees so designated by Declarant and their heirs, successors and assigns, and shall also include any person or legal entity acquiring all of the Declarant's right, title or interest in the Property without reservation of any kind. If at any time a Declarant ceases to exist and has not made such an assignment, a successor Declarant may be appointed by the written consent of the Owners of fifty-one percent (51%) of the number of votes of the members of the Association. Any assignment or appointment made under this Section shall be in recordable form and shall be recorded in the Land Records.
- Any and all grants made to the Association with respect to any of the Common Area or to any Owner with respect to any Lot shall be conclusively deemed to incorporate the foregoing rights, easements and reservations, as applicable, whether or not specifically set forth in such instruments. At the request in writing of Declarant, the Association or any Owner shall from time to time execute, acknowledge and deliver to Declarant such further assurances of the foregoing as the Declarant may reasonably request.

ARTICLE VII COMMON AREA

- to the Association prior to the conveyance of the first Lot to an Owner (other than a Builder) and the latter shall take and accept from the former, the Common Area, if any, shown on the Plat, free of all monetary liens and encumbrances except current real property taxes and assessments not yet due and payable (which taxes shall be prorated as of the date of conveyance), non-monetary title exceptions of record, and this Declaration, which is hereby imposed upon the Common Area for the benefit of the Declarant, the Association and the Owners, and their respective personal representatives, successors and assigns.
- 2. <u>MEMBER'S RIGHT OF ENJOYMENT</u>. Every Member of the Association shall have a nonexclusive right and easement for the use, benefit and enjoyment, in common with all other Members, in and to the Common Area, and the improvements thereon,

and including each main, drain, pipe, meter or other device located within the Common Area (or within another Lot) which provides utility service to such Lot, and such nonexclusive right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the provisions of this Declaration, including but not limited to the restrictions set forth in Sections 5 and 6 below. No portion of the Common Area may be used by any Owner or Owners for personal vegetable gardens, storage facilities, leaves, compost or trash disposal, or other private uses unless approved by the Board of Directors. If ingress or egress to any Lot or utility service to any Lot is through the Common Area, any conveyance or encumbrance of such Common Area shall be and is hereby subject to an easement for ingress, egress and/or utilities for the benefit of such Lot.

- 3. <u>NUISANCE</u>. No noxious or offensive activity shall be carried on upon the Common Area nor shall anything be done thereon which will become an annoyance or nuisance to the neighborhood.
- MAINTENANCE OF COMMON AREA. Except as otherwise provided in Article VII, Section 5 below, the Association shall repair, replace, restore, maintain, manage, operate and insure the Common Area and the improvements thereon and any other common facilities, in good order, condition and repair and in a neat and attractive condition, including but not limited to periodically mowing all grass in the Common Area, maintaining street trees, landscape buffers, sidewalks, private courts, parking areas, any entrance monument or features, whether or not located on the Common Area, and maintaining all storm water management facilities within the Common Area which serve the Property exclusively, if any, keeping them clean and free of debris. The Association shall also be responsible for snow removal from all sidewalks within the Common Areas (but not on any Lot) and the parking areas within the Common Area. The Association shall levy against each Member of the Association a proportionate share of the aggregate cost and expense required for the care, maintenance and improvement of the Common Areas and common facilities, which proportionate share shall be determined based on the ratio which the number of Lots owned by the Member bears to the total number of Lots then laid out or established on the Property. The Association may also maintain and care for, as a common expense of the Association, any property dedicated or to be dedicated to the County and located within or adjacent to the Property, including but not limited to, rightsof-way, storm water management areas and local open space, as deemed necessary or desirable by the Board of Directors or the Architectural Review Committee for the preservation or enhancement of the appearance of the Property.
- 5. <u>EASEMENT AGREEMENT</u>. Declarant is also the developer of a separate condominium regime, which is known as "Village Green Condominium Association, Inc. ("Condominium") that is located adjacent to the Property. Pursuant to the Easement Agreement ("Easement Agreement") dated September 15, 2004, recorded in Land Records in Liber 5605, folio 282 et seq., the Condominium has the right to share the use of the Stormwater Management Facility and Sewer Facilities (as such terms are defined in the Easement Agreement) located on the Property and further the Condominium pays the amounts to the Association set forth in the Easement Agreement.
- 6. <u>PERMITTED ACTION BY THE ASSOCIATION</u>. While the Association holds the legal title to any or all of the Common Area, it may take any or all of the following actions upon approval of such action by the Board of Directors:

- (a) make an express confirmatory conveyance to any Owner, including the Declarant, of such easements in and other rights with respect to the Common Area as under the provisions of this Declaration are held by such Owner;
- (b) grant, convey or dedicate to the County, the State of Maryland or to any one or more public or quasi-public governmental bodies, utility companies or cable television companies, any and all licenses, easements and/or rights-of-way in, over and through the Common Area for the construction, operation, maintenance, repair and replacement of any and all sanitary, sedimentary control or storm sewer lines, ponds or pumping stations, water lines, electrical lines, telephone lines, gas lines, cable television lines and other similar facilities, all as the Association considers appropriate for the provision of any utility or utility service to the Property. Notwithstanding a grant, conveyance or dedication of any such license, easement or right-of-way, the land subject thereto shall remain a part of the Common Area and the Association shall continue to maintain such land (except for any improvements thereon owned by the County, the State of Maryland or such public or quasi-public governmental body, such utility company or such cable television company) in accordance with the provisions of this Declaration;
- (c) convey the legal title to, or any interest in, any or all of the Common Area to or at the direction of any governmental or quasi-governmental authority either through the condemnation thereof, or under threat of such condemnation (after which grant, conveyance or dedication, that portion of the Common Area which is the subject of the same shall not be part of the Common Area); provided, however, no such dedication or transfer shall be effective unless two-thirds (2/3) of the then Members of the Association (excluding the Declarant and any Builder) consent to such dedication or transfer;
- (d) grant or reserve, by or to the Declarant for the benefit of any parcel of land which may be added to the Property or any portion thereof (whether or not it then or thereafter is part of the Property), an easement in, over and through the Common Area for the construction, installation, use, operation, maintenance, repair and replacement of any facility of the type enumerated in subsection (b) hereof; and
- (e) notwithstanding anything to the contrary contained herein, the approval of the Board of Directors shall not be required for the conveyance to the County or to the State of Maryland of any portion of the Common Area which has, prior to the conveyance to the Association, been offered for dedication to such governmental body. The Association shall, upon the request of the Declarant, execute all necessary documents required to convey such portions of the Common Area to the County or the State.
- 7. <u>RESTRICTIONS</u>. The right of each Member of the Association to use the Common Area shall be subject to the following:
- (a) any rule or regulation now or hereafter set forth in this Declaration and any rule or regulation now or hereafter adopted by the Association for the Common Area;
- (b) the right of the Association, acting by and through its Board of Directors, in accordance with its articles of incorporation and bylaws, to borrow money for the

purpose of improving the Common Area in a manner designed to promote the enjoyment and welfare of the Members, and in aid thereof to mortgage any of the Common Area with the consent of two-thirds (2/3) of the Members of the Association (excluding the Declarant and any Builder); provided, under no circumstances, shall the rights of Members to ingress, egress and utilities be affected;

- (c) the right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosure;
- (d) the right of the Association to suspend the voting rights and the rights to use any recreational facilities within the Common Area for any period of time during which any Assessment remains unpaid and for any period not to exceed sixty (60) days for any violation of this Declaration or infraction of any of the published architectural guidelines or rules and regulations of the Association, after notice and a hearing; provided the Association shall have no right to suspend the right of any Owner to use any Common Area or private streets and roadways for necessary, ordinary and reasonable vehicular and pedestrian access to and from such Owner's Lot or any easement over the Common Area for telephone, electrical, sewer or other utility service;
- (e) the right of the Association to dedicate or transfer all or any part of the Common Area to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the Members or to otherwise convey the Common Area (other than pursuant to the provisions of Section 5 of this Article); provided no such dedication, transfer or conveyance or determination as to the purposes or as to the conditions thereof, shall be effective unless two-thirds (2/3) of the then Members of the Association (excluding the Declarant and any Builder) consent to such dedication, transfer, purpose and conditions;
- (f) the right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Declarant or any other person; provided, however, that no such license, right-of-way or easement shall be unreasonably and permanently inconsistent with the rights of the Members to the use and enjoyment of the Common Area;
- (g) the right of others to shared use of the multipurpose field, as provided for in the Shared Facilities Declaration; and
- (h) the right of the Association and any other association pursuant to the Shared Facilities Declaration and their respective agents and/or assigns, to enter upon the Common Area for the purposes of maintaining same.
- 8. <u>DELEGATION OF RIGHT OF USE</u>. Any Owner may delegate its rights to the use and enjoyment of the Common Area to family members who reside permanently with such Owner and to its tenants, contract-purchasers, invitees and guests.
- 9. <u>RULES AND REGULATIONS</u>. Each Owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Area, as

such rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Area. Further, each Owner shall comply with the covenants imposed by this Declaration on the use and enjoyment of the Common Area.

Association shall be liable for the failure of any services obtained by the Declarant or the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements, the topography of the Property, fallen trees, water which may leak or flow from any portion of the Common Area, or from any wire, pipe, drain, conduit or the like, or to any Owner or its designees for loss or damage, by theft or otherwise, of articles stored upon any Common Area. No diminution or abatement of assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Area, or from any action taken by the Declarant or the Association to comply with any of the provisions of this Declaration or applicable law, or with the order or directive of any municipal or other governmental authority.

ARTICLE VIII ENCROACHMENTS

- time hereafter, encroaches upon an adjoining Lot or any Structure encroaches upon any Common Area, whether such encroachment is attributable to construction, settlement or shifting of the Structure or any other reason whatsoever beyond the control of the Board of Directors or any Owner, there shall forthwith arise, without the necessity of any further or additional act or instrument, a good and valid easement for the maintenance of such encroachment, for the benefit of the Owner, its heirs, personal representatives and assigns, to provide for the encroachment and nondisturbance of the Structure. Such easement shall remain in full force and effect so long as the encroachment shall continue. The conveyance or other disposition of a Lot shall be deemed to include and convey, or be subject to, any easements arising under the provisions of this Article without specific or particular reference to such easement.
- 2. EASEMENT FOR EXTERIOR MAINTENANCE. If any dwelling is situated on or near a Lot line such that proper exterior maintenance and repair of the dwelling cannot reasonably be accomplished exclusively on such Owner's Lot, then that Owner shall have an easement over that portion of the adjoining Lot as is reasonably necessary for such exterior maintenance and repair, including, but not limited to, painting, cleaning and washing and repairing windows. The provisions of this Section and this Article shall also apply to any part of any dwelling unit upon the Property which is built as a part of the original construction of any dwelling unit and which is constructed in such a manner that the part or element of construction is located partially on one Lot and partially on another Lot, for example, roofing, siding or stonework.

ARTICLE IX ASSESSMENTS

- COVENANT FOR ASSESSMENTS. Except for the Declarant and any Builder, each Owner of a Lot owned by it within the Property, by acceptance of a deed, or other conveyance hereafter, whether or not so expressed in such deed or other conveyance, shall be deemed to have covenanted and agreed to pay to the Association (i) in advance, an annual assessment (the "Annual Assessment") equal to the Member's proportionate share of the sum required by the Association, as estimated by the Board of Directors, for Annual Assessments or charges, and (ii) special assessments or charges, for capital improvements Assessments"), such Annual and Special Assessments and charges to be established and collected as hereinafter provided. The Annual Assessment and Special Assessments or charges, together with interest, late charges, costs of collection and attorneys' fees as hereinafter provided, shall be a continuing lien upon each of the Lots against which the assessment is made, and this Article IX shall be construed as a real covenant running with the land, and a contract of a lien under the terms of the Maryland Contract Lien Act. Such assessments or charges, together with interest at the rate of eighteen percent (18%) per annum (unless such rate of interest is not legally allowable, in which event the highest rate permitted by law shall apply), late charges, costs of collection, and reasonable attorneys' fees incurred or expended by the Association in the collection thereof, shall also be the personal obligation of the Owner holding title to any Lot at the time when the assessment fell due or was payable. The personal obligation for any delinquent assessment or charge, together with interest, late charges, costs and reasonable attorneys' fees, however, shall not pass to the Owner's successor or successors in title unless expressly assumed by such successor or successors.
- 2. USE OF ASSESSMENTS. The assessments and charges levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Owners and the Property, including but not limited to (i) the payment of taxes on the Common Area, if any (except to the extent that proportionate shares of such public charges and assessments on the Common Areas may be levied against all Lots laid out on the Property by the tax collecting authority so that the same is payable directly by the Owners thereof, in the same manner as real property taxes are assessed or assessable against the Lots); (ii) the payment of insurance premiums for such insurance as is maintained by the Association on the Common Area or otherwise; (iii) the maintenance, repair, replacement and improvement of the Common Area, including but not limited to sidewalks, grassy areas, parking areas, recreational facilities, if any, storm water management facilities within the community, and/or any other off-site facilities maintained by or for the benefit of the Association, including, without limitation, any charges accruing under the Shared Facilities Declaration, and specifically including the cost of maintaining street trees throughout the Property, whether or not such street trees are located in the Common Area; (iv) the cost of utilities and other services which may be provided by the Association for the community, as may be approved from time to time by a majority of the members of the Association; (v) the cost of labor, equipment, materials, management, administration and supervision incurred in performing all of the foregoing, including but not limited to, legal and accounting fees, fees paid to any management agent, and specifically including legal fees incurred by the Association in enforcing the provisions of this Declaration; and (vi) the cost of funding all reserves established by the Board of Directors of the Association.
- 3. MAXIMUM ANNUAL ASSESSMENT. Until January 1 of the year immediately following the conveyance of the first Lot the end of the fiscal year during which the first Lot was conveyed to an Owner, other than the Declarant or a Builder, the maximum Annual

Assessment shall not exceed One Hundred Thirty-Two Dollars (\$132.00) for such year for each Lot. Thereafter, Annual Assessments may be increased in the manner provided for in Section 6 of this Article. The Annual Assessment shall be payable on a quarterly basis, in installments of Thirty-three Dollars (\$33.00) each, unless the Board of Directors shall designate otherwise by a resolution designate that the Annual Assessment shall be payable in monthly, semi-annual or annual installments.

4. <u>SPECIAL ASSESSMENTS</u>. In addition to the Annual Assessment authorized above, the Association may levy in any assessment year, a special assessment applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on the Common Area, including fixtures and personal property related thereto, and/or to meet any other deficit of the Association or any emergency or unforeseen expenses of the Association; provided that such assessment shall first be approved by at least two-thirds (2/3) of the Members of the Association.

5. <u>COMMENCEMENT DATE OF ANNUAL AND SPECIAL</u> <u>ASSESSMENTS.</u>

- (a) The Annual Assessment as to any Lot shall commence on the date that the Lot is conveyed to an Owner, other than Declarant or Builder.
- (b) Declarant and Builder, and any Lot which the Declarant or Builder owns shall not be subject to any type of Assessment.
- (c) The Annual Assessments shall be due and payable on a quarterly basis, on the first calendar day of each quarter of each year, and such payments shall be continuous each and every month thereafter, subject to the other provisions contained in this Declaration.
- (d) The first installment of each such Annual Assessment shall be prorated for the balance of the year (or applicable installment period) in which such Lot is conveyed to an Owner, commencing with the first day of the first month following such conveyance, and shall be due and payable on the date the Lot is conveyed to the Owner of the Lot. The installments of each such assessment for any Lot for any installment period after the first installment period shall become due and payable on the first day of each successive installment period. Except as otherwise provided herein, the Annual Assessment shall be uniform with respect to all Lots.
- (e) The due date of any special assessment under Section 4 hereof, shall be fixed in the resolution authorizing such Special Assessment, however, such due date shall be at least thirty (30) days after the date of such resolution. Special assessments shall also be prorated for the balance of the year in which a Lot is conveyed to an Owner, commencing with the first day of the first month following such conveyance, and shall be due and payable on the date the Lot is conveyed to the Owner of the Lot. Except for such prorations, special assessments shall be uniform with respect to all Lots.

Association shall be deemed automatically and without the necessity of further action, to have levied for such assessment year against each Lot added to the Property by virtue of the expansion, each assessment which the Association has levied against the other Lots for such assessment year, subject to and in accordance with the provisions of this Declaration, such assessment to be prorated based upon the number of full calendar months remaining in such assessment year as of the date of such expansion.

6. DUTIES OF THE BOARD OF DIRECTORS.

- (a) The Board of Directors shall determine the amount of the Annual Assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of the Annual Assessment may be levied and collected on a monthly, quarterly, semiannual or annual basis. Any Member may prepay one or more installments of any assessment levied by the Association, without premium or penalty.
- The Board of Directors shall prepare, or cause to be prepared, an annual operating budget for the Association, and shall make reasonable efforts to fix the amount of the Annual Assessment against each Lot for each assessment period at least thirty (30) days in advance of the beginning of such period. The Board of Directors shall thereupon cause a copy of the budget, and the amount of the assessments to be levied against each Lot for the following year, to be delivered to each Owner. The budget and the assessments shall become effective unless a special meeting of the Association is duly held and at such special meeting the budget and the assessments are disapproved by at least a majority of the Class A Members of the Association. If the Board of Directors shall fail to fix the amount of the Annual Assessment prior to the commencement of any assessment period or if the membership shall disapprove the budget, the same shall not be deemed a waiver or modification of the provisions of this Article or a release of any Member from the obligation to pay the assessments for that or any subsequent assessment period; and the assessments fixed for the preceding period shall continue until a new assessment is fixed. The Association shall, upon written demand, furnish to any Owner a certificate in writing signed by an officer of the Association setting forth whether such Owner's assessments have been paid, which certificate shall be conclusive evidence of payment of any assessment therein stated as having been paid. A charge not to exceed Fifty Dollars (\$50.00), which may be increased from time to time in the reasonable discretion of the Board of Directors, may be levied in advance by the Association for each certificate so delivered.
- (c) 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.

7. <u>NONPAYMENT OF ASSESSMENTS.</u>

(a) Any Annual Assessment, Special Assessment or portion thereof not paid when due shall be delinquent and, if not paid within thirty (30) days after the due date, shall bear interest from the due date of delinquency at the rate of (i) eighteen percent (18%) per annum (unless such rate is not legally allowable, then the highest allowable rate of interest by law shall apply), or (ii) two percent (2%) over the prime rate announced by Bank of America or any

successor thereto, whichever is greater, and shall be subject to a late charge of Fifteen Dollars (\$15.00) or one-tenth (1/10) of the total amount of the delinquent assessment or installment, whichever is greater; provided the late charge may not be imposed more than once for the same delinquent payment, and may be imposed only if the delinquency has continued for at least thirty (30) calendar days, wherein the Association shall have the right to declare the entire balance of the assessment and accrued interest thereon to be immediately due and payable. The Association may proceed to establish and enforce the assessment lien in accordance with the provisions of the Maryland Contract Lien Act and/or bring an action at law against the Owner personally obligated to pay the assessments, and/or in equity to foreclose the lien against the Lot, in the same manner and subject to the same requirements as are specified by the law of Maryland for the foreclosure of mortgages or deeds of trust containing a power of sale or an assent to a decree, and there shall be added to the amount of such assessment, the reasonable cost of preparing and filing the complaint of such action, and in the event that judgment is obtained, such judgment shall include interest and late charges on the assessment as provided hereinabove, late fees court costs and reasonable attorneys' fees to be fixed by the court, together with the cost of such action. of not less than twenty percent (20%) of the sum claimed, whether or not a judgment is obtained, in each case without waiving any other right or remedy. By the acceptance of title to, or the ownership of a Lot, each Owner shall be deemed to have expressly (i) authorized the enforcement and foreclosure of the lien by the Association or other person entitled thereto, in the same manner, and subject to the same requirements, as the foreclosure of mortgages on real property in this state, containing a power or sale or an assent to a decree; (ii) assented to the passage of a decree for the sale of the Lot; and (iii) covenanted, agreed and declared that the party authorized to exercise the power of sale shall have the absolute power, right and privilege to sell the Lot of the defaulting Owner in accordance with the public general laws of the State of Maryland and the Maryland Rules of Procedure relating to foreclosure of mortgages, as such laws and rules are from time to time amended and supplemented. No Member may exempt itself from liability for assessments by abandonment of such Owner's Lot or by the abandonment of such Owner's right to the use and enjoyment of the Lot or the Common Area, or by conveying the Lot after the assessment became due, and no offsets against assessments shall be permitted for any reason, including but not limited to a claim that the Association is not properly exercising its duties or powers or that any Owner is not satisfied with the scope or quality of any services or amenities.

- (b) If the Board of Directors establishes that the Annual Assessment shall be paid in regular installments, and an Owner fails to pay an installment when due, the Association, acting through the Board of Directors, may demand payment of the remaining installments coming due within that fiscal year. Such demand shall state that if the Owner fails to pay the installment within thirty (30) days of the demand, full payment of the remaining assessment will then be due and payable in full, without further notice or demand and shall constitute a lien on the Lot as provided in this Article.
- 8. <u>SUBORDINATION OF LIEN TO TAXES AND MORTGAGES</u>. The lien of the assessments provided for herein shall be subordinate to the lien for taxes imposed by any lawful authority and to the lien of any First Mortgage (unless before such First Mortgage was recorded, a statement of lien covering such assessment is recorded among the Land Records). The sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure, or any proceeding in lieu thereof shall extinguish the lien of such assessments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any

assessments thereafter becoming due, or from the lien of any future thereof nor shall such sale or transfer release the Owner of the Lot from its personal obligation for any unpaid assessments.

9. ENFORCEMENT OF LIEN. The Association may establish and enforce the lien for any assessment, Annual, Special, or otherwise, pursuant to the provisions of 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, interest, 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.

10. EXEMPTIONS.

- (a) The Common Area and all Lots owned by the Association or any charitable organization or dedicated to and accepted by a local authority shall be exempt from the assessments created herein; provided, however, no Lot improved with a dwelling and used for residential purposes shall be exempt from assessments.
- (b) Neither Declarant, any Builder, nor any Lot owned by Declarant or Builder, shall be exempt from any assessment hereunder; provided, however, assessments shall not be due and payable with respect to any Lot until such time as the Lot has been conveyed to an Owner other than Declarant or any Builder or a certificate of occupancy is issued for such Lot and the dwelling thereon is occupied, whichever shall first occur.

11. RESERVES FOR REPLACEMENTS.

- (a) The Association may establish and maintain a reserve fund or funds for repair and replacement of the Common Area and for such other purposes as the Board of Directors of the Association may deem reasonably necessary or appropriate, by the allocation and payment from the assessments to such reserve fund or funds of an amount to be designated from time to time by the Board of Directors. Such fund(s) shall be conclusively deemed to be a common expense of the Association and shall be deposited and invested in a manner that achieves a prudent balance of safety, liquidity and rate of return, taking into account short-term and long-term cash flow requirements.
- (b) The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any Member of the Association in any such reserves shall be considered an appurtenance of such Owner's Lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from any Lot, and shall be deemed to be transferred with such Lot.
- settlement of each Lot, from the Declarant to an Owner (other than a Builder) and upon the settlement of a Lot from a Builder to an Owner an initial capital contribution shall be payable to the Association. The initial capital contribution shall be collected from each prospective member of the Association (other than the Declarant or Builder) in the sum of Two Hundred Ten Dollars (\$210.00). The initial working capital contribution is a onetime charge, is not refundable, and will not be credited against Annual or Special Assessments. The initial working capital

contributions may be used in the discretion of the Board of Directors of the Association, to fund the start-up and initial operating expenses of the Association, to fund unforeseen expenditures, or to purchase additional equipment, personal property or services for the Association, or for any other purpose.

ARTICLE X INSURANCE; CASUALTY AND CONDEMNATION LOSSES

- 1. TYPES OF INSURANCE MAINTAINED BY ASSOCIATION. The Board of Directors shall have the authority to, and shall obtain and continue in effect, commencing not later than the date of the first conveyance of a Lot to an Owner other than the Declarant or any Builder, to the extent available at reasonable rates, the following types of insurance:
- (a) Insurance on all insurable improvements on the Common Area against loss or damage by fire or other hazards, including standard extended and all-risk coverage, vandalism and malicious mischief, in an amount sufficient to cover the full replacement cost of such improvements (exclusive of land, foundation and excavation) without deduction or allowance for depreciation, as determined annually by the Association with the assistance of the insurance company affording such coverage, with a deductible amount not in excess of One Thousand Dollars (\$1,000.00).
- (b) A public liability insurance policy covering the Association, its officers, directors, committee members and managing agents, covering such risks as shall customarily be covered with respect to projects similar in construction, location and use, including but not limited to contractual liability coverage, having at least a One Million Dollar (\$1,000,000.00) limit per total claims that arise from the same occurrence or in an amount not less than the minimum amount required by applicable law, ordinance or regulation.
- (c) Worker's compensation insurance, if and to the extent required by law.
- (d) From and after the date when there is no longer a Class B membership of the Association, or earlier, in the discretion of the Board of Directors, Fidelity bonds covering all directors, officers, employees and other persons handling or responsible for the funds of the Association, naming the Association as obligee or named insured, as the circumstances may require, and in such amounts as the Board of Directors deems appropriate, or as otherwise required by applicable law or regulation, and which shall contain waivers of any defense based on the exclusions of persons who serve without compensation; provided, where the Association has delegated some or all of the responsibility for the handling of funds to a management agent, such management agent shall maintain its own fidelity bond, at its sole expense, which shall name the Association as an additional obligee.
- (e) Directors' and officers' liability insurance including a "Legal Expense Indemnity Endorsement," affording coverage for expenses incurred in defending any suit or settling any claim, judgment or action to which such officer or director is a party by reason of service as such officer or director.

- (f) Such other insurance for the benefit of the Association as the Board of Directors shall deem reasonably necessary or prudent, or if required by applicable law.
- 2. PREMIUMS FOR INSURANCE MAINTAINED BY ASSOCIATION. Premiums for all insurance and bonds required to be carried under Section 1 hereof or otherwise obtained by the Association shall be an expense of the Association, and shall be included in the Annual Assessment. Premiums on any fidelity bond maintained by a third-party manager shall not be an expense of the Association. The Association shall maintain and make available for inspection a copy of all insurance policies maintained by the Association.
- 3. <u>POLICY PROVISIONS</u>. All insurance policies shall provide that they shall not be canceled or substantially modified without at least thirty (30) days prior written notice to the Declarant and the Association. Such insurance shall also contain, where applicable, a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or the Owners. All insurance policies shall be written by financially responsible carriers licensed to transact business within the State of Maryland, with a Best's Rating of "A", "XI" or better.

4. <u>CASUALTY AND CONDEMNATION.</u>

- Casualty. In case of loss or damage to the Common Area by fire or (a) other casualty, the Board of Directors or its agent shall, on behalf of the Association and the Members, settle and adjust any claim under insurance policies which insure against such risks and deduct therefrom costs and expenses of collection (including attorneys' fees and expenses), and collect any such insurance proceeds. Each Owner hereby assigns, transfers and sets over unto the Association, all insurance proceeds, rights of action or other claims with respect to any damage or destruction of the Common Area. Any and all insurance proceeds received by the Association by reason of any damage or destruction of the Common Area, after deducting therefrom all of its expenses, including attorneys' fees, shall be used for the cost of the rebuilding or restoration of the Common Area to substantially the condition it was in prior to the casualty, unless at least seventy-five percent (75%) of the votes of each class of the Members of the Association shall decide not to repair or reconstruct at a meeting of the membership duly called for such purpose. If the improvements are not to be repaired or reconstructed and no alternative improvements are authorized by the Members, the damaged Common Area shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition. In such event, any excess insurance proceeds shall be paid over to the Association for the benefit of the Property, which proceeds may be used and/or distributed as determined by the Board of Directors, in its reasonable discretion.
- (b) <u>Condemnation</u>. The Board of Directors, immediately upon obtaining knowledge of the threat of the institution or the institution of any proceeding for the condemnation of the Common Area or any portion thereof, shall notify all Owners in writing of the pendency thereof. Each Owner hereby assigns, transfers and sets over unto the Association, all compensation, rights of action, the entire proceeds of any award and any claim for damages for any of the Common Area (other than those located upon its Lot) taken or damaged under the power of eminent domain or by condemnation or by sale in lieu thereof. The Association may, at its option, commence, appear in and prosecute, in its own name and on behalf of all of the Members, any action or proceeding with respect to the Common Area, or make any compromise

or settlement in connection with such condemnation or taking under the power of eminent domain or sale in lieu thereof. After deducting therefrom all of its expenses, including attorneys' fees, the Association may elect to apply the proceeds of the award to the restoration or rebuilding of the Common Area. If the improvements are not to be rebuilt or restored pursuant to a vote by the Owners as provided in subsection (a) above, and no alternative improvements are authorized by the Owners, then and in that event the remaining Common Area shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition. In such event, any excess award shall be paid over to the Association for the benefit of the Property, which proceeds may be used and/or distributed as determined by the Board of Directors, in its reasonable discretion.

- 5. REPAIR AND RECONSTRUCTION OF COMMON AREA. If any improvements on the Common Area are damaged or destroyed, and the proceeds of insurance (or, in the event of a condemnation, any award) received by the Association are not sufficient to pay in full the cost of the repair and reconstruction of the improvements, the Board of Directors shall, without the necessity of a vote of the Owners, levy a special assessment in order to cover the deficiency (including but not limited to any deductible amount) in the manner provided in Article IX hereof. If the proceeds of insurance or the condemnation award exceed the cost of repair, such excess shall retained by the Association and used for such purposes as the Board of Directors shall determine in its reasonable discretion.
- 6. HAZARD INSURANCE ON IMPROVED LOTS. Each Owner of an improved Lot at all times shall maintain fire and extended coverage insurance or other appropriate damage and physical loss insurance, in an amount equal to not less than one hundred percent (100%) of the current replacement value of the improvements on the Lot, excluding land, foundation and excavation.

7. OBLIGATION OF LOT OWNER TO REPAIR AND RESTORE.

- (a) In the event of any damage or destruction of the improvements on a Lot, the insurance proceeds from any insurance policy on an improved Lot, unless retained by a Mortgagee of a Lot, shall be applied first to the repair, restoration or replacement of the damaged or destroyed improvements. Any such repair, restoration or replacement shall be done in accordance with the plans and specifications for such improvements originally approved by the Declarant or the Architectural Review Committee unless the Owner desires to construct improvements differing from those so approved, in which event the Owner shall submit plans and specifications for the improvements and such other information as shall be required by the Architectural Review Committee and obtain its approval prior to commencing the repair, restoration or replacement. If any Mortgagee does not permit insurance proceeds to be used to restore any damaged or destroyed improvements, and the Owner does not otherwise restore such improvements, then the Owner of such Lot shall raze the improvements and return the Lot to its natural condition free of all debris.
- (b) If any Owner of an improved Lot fails to maintain the insurance required by Section 6 of this Article, the Association may, but shall not be obligated to, obtain such insurance and pay any premiums required in connection with obtaining such insurance. Such Owner shall be personally liable to the Association for any costs incurred by the Association in obtaining such insurance, to the same extend as such Owner is liable for

assessments levied against its Lot, and, upon the failure of the Owner to pay such costs within thirty (30) days after such Owner's receipt of a written demand therefor from the Association, the Association may establish a lien therefor upon the Owner's Lot in accordance with and subject to the provisions of this Declaration applicable to an assessment lien.

ARTICLE XI RIGHTS OF MORTGAGEES

1. **GENERAL**.

- (a) Regardless of whether a Mortgagee in possession of a Lot is its Owner, (i) such Mortgagee in possession shall have all of the rights under the provisions of this Declaration, the Plats, the articles of incorporation and the bylaws of the Association and applicable law, which would otherwise be held by such Owner, and (ii) the Association and each other Owner or person shall be entitled, in any matter arising under the provisions of this Declaration and involving the exercise of such rights, to deal with such Mortgagee in possession as if it were the Owner of the Lot.
- (b) Any Mortgagee in possession of a Lot shall (subject to the operation and effect of the provisions of this Declaration, the articles of incorporation and the bylaws of the Association and applicable law) bear all of the obligations under the provisions thereof which are borne by the Owner of such Lot; provided, that nothing in the foregoing provisions of this Section shall be deemed in any way to relieve any Owner of any such obligation, or of any liability to such Mortgagee on account of any failure by such Owner to satisfy any of the same.

ARTICLE XII MISCELLANEOUS

1. TERM. Except where permanent easements or other permanent rights or interests are herein created, this Declaration shall run with and bind the title to the Property (including the Lots) for a period of forty (40) years from the date this Declaration is recorded, after which time this Declaration shall automatically be extended for successive periods of ten (10) years each, unless and until an instrument has been recorded, by which this Declaration, in whole or in part, is amended, modified or revoked adopted pursuant to the amendment procedures set forth in Section 8 of this Article XII Section 8 of this Article and consented to by the County has been recorded stating that this Declaration shall expire at the end of the then current term or on such other earlier date as may be specified in a duly adopted amendment to this Declaration.

2. <u>ENFORCEMENT</u>.

(a) The provisions of this Declaration shall be enforceable by the Declarant (regardless of whether it owns any Lot), the Association, each Owner and their respective legal representatives, successors and assigns, by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain the violation or to recover damages, or both. The Declarant shall not, however, be obligated to enforce the provisions of this Declaration on behalf of itself or at the request of any other Owner.

- (b) In acquiring title to any Lot, the purchaser or purchasers violating or attempting to violate any provision of this Declaration, agree to reimburse the Declarant and/or the Association and/or any Owners, within thirty (30) days of written demand, for all costs and expenses incurred as a result of the said violation or attempted violation, including but not limited to, court costs and attorneys' fees, to the same extent that an Owner is liable for an assessment levied against its Lot. The liability for such costs shall also be the personal obligation of such Owner.
- (c) The Association, acting through the Architectural Review Committee and/or the Board of Directors, or the Declarant, and any manager for the Association, shall each also have the right, but not the obligation upon (i) thirty (30) days prior written notice to any Owner with respect to the exterior of any dwelling; (ii) five (5) days for yard maintenance; and (iii) twenty-four (24) hours for snow removal, and, in any case, such shorter period as may be necessary if an emergency situation exists which poses imminent danger to persons or property, to abate and remove any breach or violation of the provisions of this Declaration by any Owner or other person or entity at the cost and expense of the defaulting party, all in accordance with the provisions of Article IX hereof; provided, that if any such abatement or removal requires altering or demolishing any item of construction, a court order shall be obtained prior to such alteration or The Association and the Declarant shall have the further right, but not the obligation, through its agents, employees or committees, including but not limited to the Architectural Review Committee, upon ten (10) days' notice, or such shorter period as may be reasonable under the circumstances, to enter upon and inspect the exterior of any Lot at any reasonable time, for the purpose of ascertaining whether any violation of the provisions of this Declaration exist. The date and time of inspections at the request of an Owner in connection with the issuance of a Certificate of Compliance shall be arranged with the Owner of the Lot without the need for advance notice. Such right of entry shall be exercised in accordance with the provisions of Article III, Section 4 of this Declaration. Neither the Association, the Declarant, nor any agent or employee, shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.
- (d) As long as the Declarant has an interest in developing any of the Property described on Exhibit A to this Declaration, the Association may not use its financial resources, directly or indirectly, to defray the costs of opposing any development activities reasonably consistent with the general intention of the development plan for the Property, as amended from time to time. Nothing in this Section shall be construed to limit the rights of Members to act as individuals or in affiliation with other Members or groups.
- 3. <u>NO WAIVER</u>. The failure or forbearance by the Declarant or the Association to enforce any covenant, restriction or provision herein contained shall in no event be deemed a waiver of the right to thereafter enforce such covenants, restrictions or provisions.
- 4. <u>COVENANTS TO RUN WITH LAND</u>. Each conveyance of a Lot, or of any interest in a Lot, or of the Common Area, or any portion thereof, by the Declarant, any Builder, or any Owner, shall be deemed to be subject to this Declaration, whether or not the deed of conveyance shall so state, to the effect that the covenants, conditions, restrictions and easements contained herein shall run with the title to each Lot and the Common Area, and be binding on and benefit all parties having or acquiring any right, title or interest in such real

property; provided that they shall not be deemed to be part of a general plan or scheme of development and use for, or to be covenants running with, binding upon, benefiting or burdening the title to (or otherwise to be enforceable at law or in equity with respect to), any parcel of land retained by the Declarant or any other person that has not been expressly subjected to the provisions of this Declaration pursuant to the provisions of Article II, except to the extent expressly provided for elsewhere in this Declaration.

Each Owner shall be bound by, and shall comply with, the terms and provision of that certain Declaration and Agreement Establishing Water and Sewer Facilities Charges dated ________, 2005 ("Utility Declaration"), which requires each Owner to pay annual Water Facilities Charges and Sewer Facilities Charges, as more fully described in the Utility Declaration.

- 5. NOTICES. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postage paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing. Any notice to be sent to Declarant shall be deemed to have been properly sent when mailed, postage prepaid, to c/o MRA Property Management, Inc., 3445-C Box Hill Corporate Center Drive, Abingdon, Maryland 21009, or to any other address that Declarant may specify in a notice mailed to the Association. All notices shall be deemed received two (2) business days after mailing.
- 6. <u>SEVERABILITY</u>. Invalidation of any one of the provisions of this Declaration by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.
- 7. <u>CAPTIONS AND GENDERS</u>. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

8. AMENDMENT.

(a) For so long as there is a Class B membership of the Association, this Declaration may be amended by the affirmative vote (in person or by proxy) and/or written consent, or any combination thereof, of (i) at least two-thirds (2/3) of the Class A Members of the Association, and (ii) the Declarant; provided, in either case, notice of the proposed amendment shall have been given to all Members of the Association as required by the bylaws of the Association. Following the lapse of the Class B membership in the Association, this Declaration may be amended with the vote (in person or by proxy), and/or written consent for or combination thereof, of at least two-thirds (2/3) of the Class A Members of the Association; provided, in either case, notice of the proposed amendment shall have been given to all Members of the Association as required by the bylaws of the Association; provided, however, the percentage of votes necessary to amend specific clauses shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Notwithstanding anything to the contrary contained herein, in no event may any of the Declarant's rights or privileges under the articles of incorporation or bylaws of the Association or this Declaration be terminated, altered or amended, nor may any amendment impose on the

Declarant any obligation which is not also imposed on all Owners, without Declarant's prior written consent.

- (b) For so long as there is a Class B membership, the consent of the Declarant shall be required in order for any other person or entity to record any other covenants, restrictions or easements with respect to any of the Property.
- by the President or Vice-President and Secretary of the Association, who shall certify that the amendment or modification has been approved as hereinabove provided, and by the Declarant, if the Declarant is still a Member of the Association, or such other consent as is otherwise required by the provisions of this Declaration. The amendment shall be recorded in the Land Records. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording. EACH OWNER, OTHER THAN THE DECLARANT, HEREBY GRANTS TO THE PRESIDENT OR VICE-PRESIDENT AND SECRETARY OF THE ASSOCIATION, AN IRREVOCABLE POWER OF ATTORNEY TO ACT FOR AND ON BEHALF OF EACH AND EVERY OWNER IN CERTIFYING, EXECUTING AND RECORDING SAID INSTRUMENT.
- (d) <u>FHA/VA Approval</u>. For as long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration, the Veterans Administration and the Department of Housing and Urban Development: annexation of additional properties; dedication of Common Areas; and amendment of this Declaration.

WITNESS the hands and seals of the Declarant parties hereto on the day hereinabove first written.

WITNESS:

DECLARANT:

VILLAGE GREEN COMMUNITIES, LLC

By: its sole Managing Member

D & D Land Development, LLC

By: Want Way (SEA

Donald D. Sample, Manager

WITNESS:

CRESCENT PARTNERS, LLC

By: Kilss (SEAL)

Richard H. Kress, General Manager

STATE OF MARYLAND, COUNTY OF, to wit:
I HEREBY CERTIFY, that on this Z day of, 2005, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Donald D. Sample, who acknowledged himself to be the Manager of D & D Land Development, LLC, the sole Managing Member of Village Green Communities, LLC, and that he as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by the signing the name of the limited liability company in his authorized capacity.
WITNESS, my hand and Notarial Seal.
My commission expires: 5/1/07 Nøtary Public Nøtary Public
STATE OF MARYLAND, COUNTY OF to wit:
I HEREBY CERTIFY, that on this 2 day of
WITNESS, my hand and Notarial Seal.
My commission expires: 5/1/07 Notary Public Notary Public
CERTIFICATION
THE UNDERSIGNED hereby certifies that the within instrument has been prepared by or under the supervision of the undersigned, an attorney admitted to practice law before the Court of Appeals of Maryland. Racher M. Hess, Esquire

VILLAGE GREEN HOMEOWNERS ASSOCIATION, INC.

<u>DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS</u>

EXHIBIT A DESCRIPTION OF THE LAND SUBJECTED TO THE DECLARATION

All of the land situate and lying in the 3rd Election District of Harford County, Maryland and more fully described as follows:

Lots: Lots numbered 3 through and including 22, as shown on the plat entitled "PLAT I - PHASE III, VILLAGE GREEN," recorded among the Plat Records of the County in Liber JJR No. 115, folio 41; and

Lots numbered 1, 2, and 31 through and including 33, as shown on the plat entitled "PLAT II - PHASE III, VILLAGE GREEN," recorded among the Plat Records of the County in Liber JJR No. 115, folio 42; and

Lots numbered 23 through and including 30, and 34 through and including 38, all as shown on the plat entitled "PLAT III - PHASE III, VILLAGE GREEN," recorded among the Plat Records of the County in Liber JJR No. 115, folio 43; and

Lots numbered 39 through and including 42, as shown on the plat entitled "PLAT IV - PHASE III AND PART OF PHASE IV, VILLAGE GREEN," recorded among the Plat Records of the County in Liber JJR No. 115, folio 44.

Common Area: Those areas depicted as "OPEN SPACE", "PASSIVE OPEN SPACE" and "ACTIVE OPEN SPACE" as shown on the Plat entitled "VILLAGE GREEN", recorded among the Plat Records of the County in Liber JJR No. 115, folio 40-45, et seq.

CONSENT AND AGREEMENT OF TRUSTEES AND BENEFICIARY

RONALD E. TALBERT and STEVEN S. BATCHELLER, Trustees, and MARYLAND PERMANENT BANK AND TRUST CO., who are, respectively, the Trustees and the Beneficiary under that certain Purchase Money Deed of Trust, Security Agreement and Assignment of Leases and Rents, as the same may be amended from time to time (the "Deed of Trust") dated December 20, 2004, and recorded among the Land Records of Harford County, Maryland. from Crescent Partners, LLC, hereby join in the foregoing Declaration for the express purpose of subordinating all of their respective right, title and interest under such Deed of Trust in and to the real property described in the Declaration to the operation and effect thereto.

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

IN WITNESS WHEREOF, each of the said Trustees and Beneficiary has executed and sealed this Consent and Agreement of Trustees and Beneficiary or caused it to be executed and sealed on its behalf by its duly authorized representatives, this 15 day of 2005.

WITNESS: Xunda X-Bandles Xunda L. Beniles

ATTEST:

TRUSTEES:

Ronald, E. Talbert, Trustee

Steven S. Batcheller, Trustee

BENEFICIARY:

MARYLAND PERMANENT BANK AND

TRUST

(SEAL)

(SEAL)

(SEAL)

STATE OF January: COUNTY OF Battimery: TO WIT:
I HEREBY CERTIFY that on this 15 day of 1005, before me, a Notary Public for the state aforesaid, personally appeared Ronald E. Talbert, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as Trustee for the purposes therein set forth, and that it is his act and deed.
IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first
above written. James Antico Leute Notary Public
My commission expires on 5/19/15
in h
My commission expires on 5/28/15 STATE OF MANNAY: COUNTY OF Rathers: TO WIT:
I HEREBY CERTIFY that on this 15 day of 100, 2005, before me, a Notary Public for the state aforesaid, personally appeared Steven S. Batcheller, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing
instrument, who acknowledged that he has executed it as Trustee for the purposes therein set forth, and that it is his act and deed.
IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.
Laurey Man Junter
The state of the s
My commission expires on $\frac{5/28/05}{}$
STATE OF
I HEREBY CERTIFY, that on this 15 day of Mary, 2005, before me, the
subscriber, a Notary Public of the state aforesaid, personally appeared Ar Royal Talbert, who
Beneficiary, and that he/she, being authorized to do so, executed this Consent and Agreement of
Trustees and Beneficiary for the purposes contained therein by signing the on behalf of the
Corporation, in my presence.
IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.
9 1 11 1
Notary Public
My commission expires on 5/21/25

CONSENT AND AGREEMENT OF TRUSTEES AND BENEFICIARY

JOHN J. DUFFY and KIRK KUBISTA, Trustees, and NVR, INC., who are, respectively, the Trustees and the Beneficiary under that certain Deed of Trust (the "Deed of Trust") dated November 28, 2002, and recorded among the Land Records of Harford County, Maryland, in Liber 4375 at folio 537 et seq. from Crescent Partners, LLC, hereby join in the foregoing Declaration for the express purpose of subordinating all of their respective right, title and interest under such Deed of Trust in and to the real property described in the Declaration to the operation and effect thereto.

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

IN WITNESS WHEREOF, each of the said Trustees and Beneficiary has executed and sealed this Consent and Agreement of Trustees and Beneficiary or caused it to be executed and sealed on its behalf by its duly authorized representatives, this ______ day of ________, 2005.

WITNESS: Squela N. Hascher Damilo W. Hascher	TRUSTEES: John J. Duffy, Trustee Kirk Kubista, Trustee	(SEAL)
ATTEST: STATE OF OND	BENEFICIARY: NVR, INC. By:	_(SEAL)
I HEREBY CERTIFY that on this Notary Public for the state aforesaid, persona satisfactorily proven to be the person whose acknowledged that he has executed it as Trahis act and deed.	ally appeared John J. Duffy, Trustee, known is subscribed to the foregoing in the	wn to me or

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

above written.

STATE OF : COUNTY OF Montgomery: TO WIT:
I HEREBY CERTIFY that on this day of, 2005, before me, a Notary Public for the state aforesaid, personally appeared Kirk Kubista, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as Trustee for the purposes therein set forth, and that it is his act and deed.
IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.
Mufe McCreany Notary Public
My commission expires on 10/12/08
STATE OF: COUNTY OF MONTY ON TO WIT:
I HEREBY CERTIFY, that on this \(\sqrt{\figsty} \) day of \(\lambda \)
IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.
Jernibe McCrean, Notary Public
My commission expires on 10/12/08

CONSENT AND AGREEMENT OF TRUSTEES AND BENEFICIARY

NEIL M LEVY and PETER BALAGUER, Trustees, and HENDERSON PARTNERS, LLC, who are, respectively, the Trustees and the Beneficiary under that certain Indemnity Deed of Trust, as the same may be amended from time to time (the "Deed of Trust") dated October 7, and recorded among the Land Records of Harford County, Maryland in Liber 5700, folio 288 et seq., from Village Green Communities, LLC, hereby join in the foregoing Declaration for the express purpose of subordinating all of their respective right, title and interest under such Deed of Trust in and to the real property described in the Declaration to the operation and effect thereto.

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

IN WITNESS WHEREOF, each of the said Trustees and Beneficiary has executed and sealed this Consent and Agreement of Trustees and Beneficiary or caused it to be executed and sealed on its behalf by its duly authorized representatives, this 2.005 day of maintain,

2003.		
WITNESS:	TRUSTEES:	
JA Din	Neil M. Levy, Trustee	_(SEAL)
Jacs. Son	Peter Balaguer, Trustee	_(SEAL)
ATTEST:	BENEFICIARY: HENDERSON PARTNERS, LLC	
JAS S	By: Rilad H. Kress	_(SEAL)
STATE OF Mayla : COUNTY OF	<u>Acetimore</u> : TO WIT:	
I HEREBY CERTIFY that on this	2nd day of more, 2005,	before me, a
Notary Public for the state aforesaid, person satisfactorily proven to be the person whose acknowledged that he has executed it as Transcription of the state aforesaid, person satisfactorily proven to be the person whose acknowledged that he has executed it as Transcription.	name is subscribed to the foregoing ins	strument, who
his act and deed.		
above written.	set my hand and Notarial Seal, the day	and year first,
	Wotary Public	

STATE OF Mary and: COUNTY OF 1 To WIT:
I HEREBY CERTIFY that on this
IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.
Notary Public 170
Noyary Public
My commission expires on $\frac{5}{\sqrt{67}}$
STATE OF Mary and COUNTY OF Baltimon TO WIT:
I HEREBY CERTIFY, that on this 2 day of mark, 2005, before me, the subscriber, a Notary Public of the state aforesaid, personally appeared Rickell, who acknowledged himself to be the Gence manager of Henderson Partners, LLC, Beneficiary, and that he/she, being authorized to do so, executed this Consent and Agreement of Trustees and Beneficiary for the purposes contained therein by signing the on behalf of the Corporation, in my presence.
IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.
Notary Public
Tyotally Labito
My commission expires on $\frac{5}{107}$

CONSENT AND AGREEMENT OF TRUSTEES AND LENDER

A. DAVID HORSMAN and MICHAEL C. ROSE, Trustees, and D&D LAND DEVELOPMENT, LLC, who are, respectively, the Trustees and the Lender under that certain Indemnity Deed of Trust, Assignment and Security Agreement, as the same may be amended from time to time (the "Deed of Trust") dated October 7, and recorded among the Land Records of Harford County, Maryland in Liber 5683, folio 061 et seq., from Village Green Communities, LLC, hereby join in the foregoing Declaration for the express purpose of subordinating all of their respective right, title and interest under such Deed of Trust in and to the real property described in the Declaration to the operation and effect thereto.

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

IN WITNESS WHEREOF, each of the said Trustees and Lender has executed and sealed this Consent and Agreement of Trustees and Beneficiary or caused it to be executed and sealed on its behalf by its duly authorized representatives, this Hall day of NACCO , 2005.

	
WITNESS!	TRUSTEES:
Marker Sall	al Man
	A. David Horsman, Trustee (SEAL)
Many dan mul-	Ent. 319 3/91-5 (SEAL)
	Michael C. Rose, Trustee
ATTEST:	LENDER:
1/10/	D&D LAND DEVELOPMENT, LLC
465	By: Jalk lyl (SEAL)
STATE OF Macy land: COUNTY OF	
· ()	

I HEREBY CERTIFY that on this 9th day of Marco, 2005, before me, a Notary Public for the state aforesaid, personally appeared A. David Horsman Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as Trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year fire above written.
above written.
Safesta M. Shaken
My commission expires on O5111250Co

Notary Public for the state aforesaid, personally appeared Michael C. Rose, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it as Trustee for the purposes therein set forth, and that it is his act and deed.
IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first
above written. Akesha M 300ke Notary Public
My commission expires on 05 11 2006
STATE OF Mary and: COUNTY OF bult morto WIT:
I HEREBY CERTIFY, that on this /t day of march, 2005, before me, the subscriber, a Notary Public of the state aforesaid, personally appeared locally who acknowledged himself to be the march of D&D Land Development, LLC, Lender, and that he/she, being authorized to do so, executed this Consent and Agreement of Trustees and Lender for the purposes contained therein by signing the on behalf of the entity, in my presence.
IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.
My commission expires on $\frac{5}{1/0}$

STATE OF maryland: COUNTY OF Baltimor: TO WIT:

Please return recorded document to: Jacqueline A. Delisle, Esquire Brown, Brown & Brown, P.A. 200 S. Main Street Bel Air, MD 21014 (410-838-5500)



ASSOCIATIONS, & COMMUNITY ASSOCIATIONS

TO:

CLERK OF COURT

CIRCUIT COURT OF HARFORD COUNTY

HOYEUMERS TOTAL. Rest HAM Acrt # 31276 JR Л Nk \$ 4019 Dec 22, 2010

FROM:

BOARD OF DIRECTORS

Village Green Homeowners Association (Deer Manor)

RE:

RESOLUTION No. 0001- Clotheslines

DATE:

December 22, 2010

Kindly please record the attached adopted Resolutions No. 0001-Clothesline Resolution, in the Homeowner's Depository for the Village Green Homeowners Association, Inc. (Deer Manor)

Clerk: Please return recorded document to:

MRA Property Management, Inc. 3435-G Box Hill Corporate Center Drive Abingdon, Maryland 21009

Encl: Resolution 001

Cc: Board File

CORPORATE OFFICE

3435-G BOX HILL CORPORATE CENTER DRIVE ABINGDON, MARYLAND 21009 410-515-7390 • FAX 410-515-7391 • 866-685-6557 E-MAIL: mrapmi@mrapmi.com



DELAWARE OFFICE 16529 COASTAL HIGHWAY LEWES, DELAWARE 19958

302-645-6315 • FAX 302-645-6385 TOLL FREE: 866-673-9434

Village Green (Deer Manor) Homeowners Association, Inc. Resolution #1 Clothes Lines October 28, 2010

Purpose: To cause there to be regulations on clothes lines with respect to size, placement, color, usage, etc. due to SB224 superseding declaration and permitting clothes lines effective October 1, 2010. The specific purpose of this rule is twofold:

- 1) To place specific restrictions on the type, size, style, color, placement and usage of clotheslines on any Lot within the Project.
- 2) To create standards and uniformity of materials to be used for the construction and/or maintenance of clothes lines

Authority: Per Article VII of the Bylaws of the community, Section 1 Powers: The Board of Directors shall have the power to a) Adopt and publish rules and regulations which shall be binding on each Owner pertaining to the development of the properties; the control and use of the governing the use of the facilities and the personal conduct.....to the maintenance and removal of unsafe or unsanitary structures or conditions.

Scope: This rule shall apply to all Lots within the Association.

Specifications: No drying or airing of any clothing or bedding shall be permitted outdoors other than within rear yards. All items shall be removed by the end of the day (not left overnight). Only the folding umbrella, or other portable, type shall be permitted, and these shall be stored out of sight when not being used.

This resolution shall in no way contradict or replace any provision within the community's CCRs, and in the event that it does, the CCRs shall prevail over this resolution. This resolution will run in full force and effect beginning October 1, 2010 and shall continue until rescinded by the Board of Directors.

		0
<u>Jason Klaviuan 10/28/19</u> President (print name) Date	Witness	Date
President (print name)	Withess.	Date
Chris Deskin 10/28/2010	S. Jane	01/86/01 2
Secretary (print name) Date	Witness	Date
Alra		
President of Village Green (Deer Manor) F	Homeowners Association, In-	c.
Date 10/138/10		
Chr. Decker		
Secretary of Village Green (Deer Manor) F	Homeowners Association, In	c.
Date 10/28/2010		
I hereby certify that on this 28 day of	October 2010be	fore me, the
subscriber a Notary Public of the State afo	presaid personally appeared	
Inson Klarmon and	Chris Deskin	who
acknowledged that he/she is the President a	and Secretary respectfully of	t Village Green
(Deer Manor) Homeowners Association In being authorized to do so, executed the for		•
cooperation by himself/herself as Presiden		g for the
ocoporation of ministrations as 11001au.	tana been tany t	
·	•	
AS WITNESS WHEREOF I have hereunto	o set my Hand and Notary S	eal.
	_	
Notary Public Sandantan	<u> ک</u>	
è .		A A A PARA A PARA PARA PARA PARA PARA P
My Commission Expires: 10/17/2013	(*(SEAL)*)	SANDRA FARRELL Notary Public Harlord Co., MD ty Corrin, Exps. Oct. 17, 2013