

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WAVERLY WOODS, SECTION 2**

THIS AMENDED AND RESTATED DECLARATION is, made on the date hereinafter set forth by and on behalf of the Waverly Woods, Section 2, Homeowners Association, Inc. this _____ day of December, 1991, by WAVERLY WOODS, INC. and KENNARD WARFIELD, JR., (hereinafter referred to as “Declarant”) a Maryland nonstock corporation.

RECITALS WITNESSETH:

WHEREAS this Amended and Restated Declaration, which was approved by the requisite number of owners of the Association, does hereby replace and supersedes that certain Declaration dated December 16, 1991 and recorded in Liber 2441 at Folio 127 of the Howard County Circuit Court land records and incorporates the Amendment to Declaration of Covenants, Conditions and Restrictions for Waverly Woods, Section 2 and Annexation of Waverly Woods, Section 3, Area 1 and Area 2 recorded in Liber 3451, at Page 237 of the Howard County Circuit Court land records (“Original Declarations”); 1. Waverly Woods, Inc., and Kennard Warfield each own property that together comprise land and premises in Howard county, State of Maryland, as shown on Plats recorded among the Land Records of Howard County, Maryland as Plats number 10082 through 10090, inclusive, and entitled “Waverly Woods, Section II, Lots 50-147” (hereinafter referred to as the “Property”);

2. Declarant desires to subject the Property to the covenants, terms and conditions hereinafter set forth in order to insure that the Property will be improved and repaired in a proper and aesthetic manner consistent with the surrounding properties and in accordance with Howard County requirements.

NOW, THEREFORE, THIS Amended and Restated Declaration DECLARATION WITNESSETH, Declarant hereby declares that binds all of -the property described on Exhibit A hereto (“Property”) which property shall be held, conveyed, encumbered, sold, leased, rented, used, occupied and improved subject to the following covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens hereinafter set forth, all of which are for the purpose of enhancing the value and desirability of the property and shall be deemed to run with and bind the land, and be binding on all parties having any right, title or interest in the Property described in the Original Declarations and on Exhibit A hereto, or any part thereof, their heirs, successors and assigns and will inure to the benefit of each Owner thereof. inure to the benefit of and be enforceable by Declarant and its successors and assigns, and, in addition, any person hereafter acquiring or owning any interest in the Property, including particularly each record owner, as from time to time determined.

ARTICLE I

Definitions

As used herein, the following words and terms shall have the meanings set forth below except to the extent otherwise expressly provided, or otherwise resulting from necessary implication. The terms herein defined are:

~~1. “Advisory Board” shall mean the body appointed by the Board of Directors as described in Article X, Paragraph 2 hereof.~~

~~2.1.~~ “Architectural Control” shall mean and refer to the control over the design, appearance, and use of the Property and Structures as contemplated by this Declaration in order to insure that the Property will be improved, maintained, and repaired in a manner acceptable to ~~Declarant~~the Association, in keeping with the aesthetic and harmonious nature of community and in accordance with Howard County requirements.

~~3. “Builder” shall mean any Record Owner who owns two (2) or more Lots for the purpose of building a Dwelling or Dwellings for sale to a third party.~~

~~4.2.~~ “Association” shall mean and refer to ~~THE~~ WAVERLY WOODS, SECTION 2, HOMEOWNER’S ASSOCIATION, INC., a Maryland nonprofit, non-stock corporation, its successors and assigns.

~~5.3.~~ “Board” shall mean and refer to the Board of Directors of the Association.

~~6.4.~~ “Common Areas” shall mean all real property (including the Improvements thereon) owned, leased, or used under the terms of an easement by the Association for the common use and enjoyment of the Owners.

~~7. “Declarant” shall mean and refer to Waverly Woods, Inc., a Maryland corporation, and its successors and assigns, and Kennard Warfield, and his heirs, successors, assigns, and personal representatives.~~

~~8.5.~~ “Dwelling” shall mean and refer to any single family dwelling constructed on any portion of the Property.

~~9.6.~~ “Improvement(s)” shall mean and refer to, for example but not by way of limitation, any building, fence, wall, sign, fuel tank, deck, patio, shed, mailbox, privacy screen, sidewalk, flue, chase, antenna, porch, steps, pool, hot-tub, clothes dryer, landscaping or other structure of any kind.

~~10.7.~~ “Lot” or “Lots” shall mean the lots comprising the Property intended for the construction of a single family Dwelling, namely, lots 50 through 147 and lots 152 through 190 exclusive of lots 57, 85, 96, 100, 123, 143, 162 and 190 which are intended to be open space lots, excepting in each case any public road or street, no part of which shall be included in any lot. The term “Lot” shall also include all residential lots which may in the future be annexed to Waverly Woods, Section II, or otherwise subjected to this Declaration.

~~11.8.~~ “Member” shall mean and refer to every person, group of persons or entity who holds membership in the Association, ~~including the Declarant.~~

~~12.9.~~ “Mortgage” shall mean and refer to a mortgage, deed of trust or other conveyance in the nature of a mortgage. “First Mortgage” shall mean, refer to and include a Mortgage with priority over all other Mortgages.

~~13.10.~~ “Mortgagee” shall mean and refer to the holder of any Mortgage or the trustee or beneficiary of any deed of trust on any Lot, provided such holder is an institutional lender and/or a licensed mortgage banker.

~~14.11.~~ “Owner” shall mean and refer to each Record Owner of the Property or of a Lot or Lots, as the context may indicate.

~~15.12.~~ “Property” shall mean and refer to the property as described on Exhibit A hereto ~~first above described~~ and any additional property subsequently added to the property or made subject to this Declaration.

~~16.13.~~ “Record Owner” shall mean and refer to the person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding record title to the Property, or to any Lot or Lots, either in his, her or its own name, or as joint tenants, tenants in common, tenants by the entirety, or tenancy in co-partnership if the Property is held in such real property tenancy or partnership relationship. If more than one person, firm, corporation, trustee or other legal entity, or any combination thereof, holds the record title to the Property whether in a real property tenancy or partnership relationship or otherwise, all of same, as a unit and not otherwise, shall be deemed a single Record Owner. The term “Record Owner,” however, shall not mean or refer to any contract purchaser, nor the owner of any redeemable ground rent issuing out of the Property, nor shall it include any mortgagee named in any Mortgage covering the Property designed solely for the purpose of securing performance of an obligation or payment of a debt.

~~17.14.~~ “Structure” shall mean and refer to any Improvement, thing or device other than trees (except for evergreen trees planted in the form of a hedge or barrier), shrubbery (less than two (2) feet high unless in the form of a hedge) and landscaping, placed upon the Property, including, by way of illustration and not limitation, any building, garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, swimming pool, basketball hoop or other recreational structures or devices, clothesline, radio, television or other antenna, satellite dish, tennis or other sports courts, decks, hot tubs, fence, curbing, paving, artificial turf, garden, fence, wall, barrier or hedge more than two (2) feet in height (whether made of shrubbery or evergreen trees), signboard, trailer and any temporary or permanent improvement made to the Lot or any part thereof. “Structure” shall also mean (i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across the Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across the Lot and (ii) any change in the grade of the Lot of more than six (6) inches from that existing at the time of purchase by each Record Owner.

~~18. "Unit" or "Units" shall mean and refer to one or more of the single family dwellings built on the Property.~~

ARTICLE II

Property Subject to Declaration

The real property which is and shall be held, conveyed, encumbered, sold, leased, rented, used, occupied, and improved subject to the terms and provisions of this Declaration is the Property, as described on ~~page one~~ Exhibit A of this Declaration and any property subsequently added or annexed hereto and made subject to this Declaration. ~~Declarant specifically reserves the right to annex to this Declaration the property known as Waverly Woods, Section 2, Area 2, and described in Exhibit A attached hereto and made a part hereof.~~

ARTICLE III

Covenants for Maintenance

1. Each Record Owner shall keep the Lot owned by him and all improvements therein or thereon, in good order and repair, including but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. If, in the opinion of the ~~Declarant Board~~ or the Architectural Committee, as hereinafter defined, any Record Owner fails to perform the duties imposed by the preceding sentence, ~~Declarant and/or~~ the Association, after fifteen (15) days' written notice to the Record Owner to remedy the condition in question, shall have the right, through its agents and employees, to enter upon the ~~Property Lot~~ and to repair, maintain, repaint and/or restore the Lot and the improvements or Structures thereon, and the cost thereof shall be a binding, personal obligation of such Record Owner as well as a lien (enforceable in the same manner as a mortgage and under the Maryland Contract Lien Act) upon the Record Owner's Lot. ~~Nothing in this Article III, Paragraph 1, however, shall apply during the original construction of a Unit provided that such construction otherwise is in compliance with this Declaration. During such construction on the Lot, all debris and equipment shall be removed from the Lot in a timely fashion and the Lot shall be kept in a safe and orderly condition.~~

~~2. The lien provided in Article III, Paragraph 1 hereof shall be in favor of the Declarant and/or the Association but shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Lot or Lot and Dwelling unless a suit to enforce said lien shall have been filed in a court of record in Howard County prior to the recordation among the Land Records of Howard County of the deed (or mortgage) conveying the Lot or Lot and Dwelling to such purchaser (or subjecting the same to such mortgage).~~

3.2. Common Areas. The ~~Declarant shall be responsible for the care and maintenance of the Common Areas until the 50th Lot is sold to a buyer who intends to occupy the Lot as his primary residence, after which time the~~ Association is ~~shall be~~ responsible for the care and maintenance of the Common Areas. The Common Areas shall be open space used solely for recreational and park purposes, and for pathways, storm water management facilities and entrance sign structures. The rules and regulations regarding the Common Areas shall be promulgated by the Board.

4.3. Individual Lots. The Owner of each Lot shall otherwise be responsible for the care, maintenance, repair and replacement of his Lot, Dwelling and all Improvements situate thereon, therein and thereunder, including all privately owned sidewalks located on the premises, and sidewalks adjacent to the Lot but in a public right of way.

ARTICLE IV

Architectural Committee Architectural Control

1. Architectural control shall be vested in the ~~Declarant, who shall have the sole authority to grant all necessary approvals or waivers, until the conveyance of the last Lot. Upon conveyance of the last Lot, Architectural Control shall vest in the~~ Architectural Committee, which shall be composed of ~~those no less than~~ three (3) ~~and no more than seven (7) or more~~ Record Owners of Lots. Architectural Committee members shall be elected by the Record Owners, and shall be elected for staggered terms of 1-3 years, which shall be determined by the number of votes each member receives (those with the highest votes serve the longer terms). If the membership meeting cannot be held due to a lack of quorum, the Board shall appoint the committee members to serve until the next meeting of the membership. so designated from time to time by a majority of the Record Owners Board, and said Record owners, voting on the basis of one vote per Lot owned per committee member, shall thereafter have control over the appointment and removal of committee members. Any member of the Architectural Committee may resign from that position provided he gives thirty (30) days' notice of his resignation to all other members of the Architectural Committee. Members of the Architectural Committee shall have the ability to appoint such new and/or additional members as they deem necessary or appropriate. The members of the Architectural Committee serve at the pleasure of the Board. If there is no Architectural Committee, If the Architectural Committee is unable or refuses to act, or on a case by case basis, the Board may assume and perform the duties required of the Architectural Committee.

2. No structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any Lot unless plans and specifications (including a description of any proposed new use) therefore shall have been submitted to and approved in writing by ~~the Declarant or~~ the Architectural Committee, ~~whichever shall then have the power to act.~~ Such plans and specifications shall be in such form and shall contain such information, as may be required by the ~~Declarant or~~ Architectural Committee, but in any event shall include (i) a site plan of the Lot showing the

nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular Lot (including proposed front, rear and side setbacks and free spaces, if any are proposed) of all Structures, the location thereof with reference to Structures on adjoining portions of the Property, and the number and location of all parking spaces and driveways on the Lot, and (ii) grading and landscaping plans for the particular Lot. Such plans and specifications shall be presented to the ~~Declarant or the~~ Architectural Committee ~~together with a non-refundable fee of One Hundred Dollars (\$100.00) for plans and specifications for construction of a house and Twenty Five Dollars (\$25.00) for other plans and specifications, covering the cost of reviewing the plans and specifications. The preceding fees do not apply to Builders. In the case of complex submissions where professional engineering or architectural advice may be needed to evaluate the submission, the Board may pass along such fees to the owner after first informing the owner of the potential need for such advice.~~

3. The ~~Declarant or the~~ Architectural Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

(a) failure to include information in such plans and specifications as may have been reasonably requested;

(b) objection to the exterior design, appearance or materials of any proposed Structure;

(c) incompatibility of any proposed Structure or use with existing Structures or uses upon other lots in the vicinity of the Property;

(d) objection to the location of any proposed Structure upon any Lot or with reference to other lots in the vicinity;

(e) objection to the grading and landscaping plans for any Lot;

(f) objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed Structure;

(g) objection to parking areas proposed for any Lot on the grounds of (i) incompatibility to proposed uses and Structures on such Lot or (ii) the insufficiency of the size of parking areas in relation to the proposed use of the Lot;

(h) any other matter which, in the sole and absolute judgment of the ~~Declarant or the~~ Architectural Committee, would render the proposed structure, structures or uses inharmonious with the general plan of improvement of the Property or with structures or uses located upon other Lots in the vicinity of the Property, whether based on aesthetic or other reasons; and

(i) non-conformance with this Declaration.

In any case in which the Architectural Committee ~~or the Declarant~~ shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the Architectural Committee ~~or the Declarant~~ shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

4. Upon approval by the ~~Declarant or the~~ Architectural Committee of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the ~~Declarant or the~~ Architectural Committee or the Association's managing agent. ~~and a~~ Upon request, a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

5. The ~~Declarant or the~~ Architectural Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on the Lots, including, without limitation, exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval. Such rules and such statements of policy may be amended ~~or revoked~~ by the ~~Declarant or the~~ Architectural Committee from time to time. to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Declarant's or the Architectural Committee's discretion as to any such matter, but no change of policy shall affect the finality of the approval granted prior to such change. Approval for use on the Property of any plans or specifications shall not be deemed a waiver of the ~~Declarant's or the~~ Architectural Committee's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for any other use on the Property. Approval of any such plans and specifications relating to the Property, however, shall be final and such approval may not be revoked or rescinded thereafter, provided that the plans and specifications, as approved, and any condition attached to any such approval, have been substantially adhered to and complied with in regard to all Structures on and uses in question.

In the event that the ~~Declarant or the~~ Architectural Committee fails to approve or disapprove any complete application for a modification plans and specifications as herein provided within sixty (60) days after receipt thereof, they shall be deemed to have been approved, as submitted, and no further action shall be required. Incomplete applications are automatically disapproved.

6. If any Structure shall be altered, erected, placed or maintained upon the Property, or any new use commenced on the Property otherwise than in accordance with plans and specifications approved by ~~the Declarant or the~~ Architectural Committee pursuant to the provisions of this Article IV, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article IV and without the approval required herein, and upon written notice from ~~the Declarant or the~~ Architectural Committee, any such Structure so altered, erected, placed or maintained upon the Property in violation hereof shall be removed or altered, and any such use shall be terminated, so as to extinguish such violation.

If within ~~thirty (30) fifteen (15)~~ days after the notice of such a violation, the Record Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, ~~Declarant or~~ the Association shall have the right, through its agents and employees, to enter upon the Lot to take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of the Record Owner of such Lot as well as a lien upon the Lot in question. ~~Declarant or T~~the Association shall have the right to create a lien for its costs, including interest and attorney's fees, incurred as a result of a Record Owner's nonpayment of such a personal obligation, and such lien shall be established under the provisions of the Maryland Contract Lien Act, as amended from time to time.

7. Upon completion of the construction or alteration of any structure in accordance with plans and specifications approved by ~~the Declarant or~~ the Architectural Committee, the ~~Declarant or the~~ Architectural Committee shall, upon written request of the Record Owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such Structure and stating that the plans and specifications, the location of such Structure and the use or uses to be conducted thereon have been approved and that such structure complies therewith. Preparation and recording of such certificate shall be at the expense of such Record Owner. Any certificate of compliance issued in accordance with the provisions of this Article IV, Paragraph 7, shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all structures on the Property that are described in the certificate, and the use or uses described therein comply with an the requirements of this Article IV, and with all other requirements of this Declaration as to which the ~~Declarant or the~~ Architectural Committee exercises any discretionary or interpretive powers.

8. Any agent of the ~~Declarant or of the Board of Directors or~~ Architectural Committee may at any reasonable time or times enter upon and inspect the Property and individual Lots and any improvements thereon for the purpose of ascertaining whether the maintenance of the property and the maintenance, construction or alteration of structures thereon are in compliance with the provisions hereof, and neither the ~~Declarant nor the Board,~~ Architectural Committee nor ~~it's any such~~ agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

9. ~~The Declarant or the Architectural Committee, whichever shall then have the power to act, Only the Board has the authority to grant variances from the shall have the right to grant waivers of the Rules and Regulations.~~

~~10. Notwithstanding anything contained herein to the contrary, the Declarant's and Builder's construction on and development of the Property or Lots shall not be subject to the Architectural Control or the Architectural Committee, except that Declarant has the right to review and approve and comment on the Builder's plans and specifications.~~

ARTICLE V

Rules and Regulations Permitted Uses and Restrictions

1. All structures and Lots shall conform to the following uses and restrictions, Rules and Regulations.

2. Each Lot shall be used for residential purposes only; and no Structure shall be erected, altered or maintained on any Lot other than a single family detached dwelling, except as provided as follows, if permitted within the zoning laws and regulations applicable to the Property.

~~The Declarant and Builders shall have the right to use any Lots, and any improvements thereon, it may own from time to time as sales offices and model units and for such other uses as the Declarant may deem appropriate for the development and marketing of any dwellings now or hereafter located on the Property, and in furtherance thereof, the Declarant and Builders may, among other things, install one or more construction and/or sales trailers upon the Property. The Declarant and Builder shall also have the right to erect upon the Property, such advertising and directional signs and other materials as the Declarant shall deem appropriate for the development and marketing of any dwellings now or hereafter located on the Property.~~

~~3. Builder shall submit plans and specifications for Dwellings to the Declarant for review and approval prior to commencing any construction on the Lot upon will be placed.~~

4.3. No Lot shall be subdivided into two or more lots.

5.4. No noxious, illegal or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6.5. No Structure of a temporary character, trailer, basement, shack, garage, barn or other outbuilding permitted to be erected on any Lot shall at any time be used as a residence, either temporarily or permanently.

7.6. No boat, or trailer of any kind, including a house trailer and boat trailer, unless located entirely within the building permitted to be erected or located in the rear of the Lot sufficiently out of view (in the sole discretion of the Board) of the neighboring Lots, and no commercial or inoperable vehicle of any kind shall be parked or stored on any Lot. Further, all vehicles shall be currently registered. For the purposes hereof, an automobile shall be deemed inoperable unless it contains all parts and equipment, including properly inflated tires and compliance with all laws regarding titling and registration, in such good condition and repair as may be necessary for any person to drive the same on a public highway. No motor vehicle of any kind shall be repaired, nor shall any maintenance be conducted on any vehicle, on any Lot (except in a garage) or street on the Property.

8.7. ~~Except as otherwise expressly provided in Article V, Paragraph 1, n~~No sign of any kind shall be erected, displayed or maintained on any Lot, except one lawful sign, no more than fixesix square feet, advertising the Lot for sale or rent and one political or proposition sign

for the limited time periods specified in Section 11B-111.2 of the Maryland Homeowners Association Act. No signs shall be permitted on the Common Areas.

9.8. No animals, livestock or poultry of any kind, including pigeons, shall be raised, bred or kept on any Lot except that up to ~~two (2)~~three (3) household pets, including dogs, cats and birds, and an unlimited number of fish, may be kept, provided that no such household pet or fish shall be kept, bred or maintained for any commercial purpose. The Board may adopt reasonable rules and regulations that further permit or limit the maintenance of animals and pets on the Lots.

10.9. No fence or wall shall be erected, placed, altered or maintained on any Lot nearer to any street than the minimum building setback line established on the Lot. Where two adjacent dwellings are set back different distances from the street, no fence or wall between such two adjacent dwellings shall be closer to the street than the front wall of the dwelling most distant from said street. No fence or wall shall be erected except in compliance with Article IV hereof, and, when erected, shall not interfere with underground or surface utility or draining structures, pipes, or ditches. The restrictions contained in this Paragraph ~~10.9~~ shall not apply to the location of pipestem lots or to retaining walls required by topography, which pipestem lot fences and retaining walls, however, shall require the written consent of Architectural Committee, as provided in Article IV hereof. As an additional requirement, fences must comply with Howard County zoning regulations, including permits.

11.10. ~~Except as required to be permitted under federal law or regulation, no outside television aerial or radio or exterior, or other aerial or antenna for either reception or transmission of radio or video-programming, shall be maintained upon the Property except that such aerials or antennae may be erected and maintained within a Dwelling. The Board shall have the right to set reasonable guidelines regarding placement of authorized aerials, antennas and satellite dishes. antenna of any kind (including, without limitation, any satellite dish) for use with radio or television shall be installed or maintained on any Lot or on any building or other structure located on any Lot, whether or not being a part thereof and whether or not detachable therefrom.~~

12.11. ~~Except in accordance with rules and regulations adopted by the Board, a~~All driveways must be constructed of either bituminous asphalt cement or concrete.

13.12. There shall be no chain link fence permitted on any Lot. Basketball hoops are Structures and their location, if permitted at all, shall be subject to approval of the ~~Board~~Architectural Committee.

13. ~~The Board may modify and/or add to or amend these Rules and Regulations after notice to the membership of such changes and an open meeting of the Board is held to provide Owners with the opportunity to comment~~adopt reasonable rules and regulations, not inconsistent with this Declaration, regarding the uses and restrictions in this Article.;

ARTICLE VI

Declarant's Rights Freely to Develop the Property

~~Each Record Owner, by acceptance of a deed for the Property or a Lot or Lots, whether or not it shall be so expressed in such deed, shall be deemed to have covenanted and agreed (i) that Declarant shall have no obligation to build or install any improvement on any land within the Property; and (ii) that Declarant shall have the right to subdivide and resubdivide the Property in accordance with Howard County, Maryland, regulations.~~

~~ARTICLE VI~~ARTICLE VI

Easements

1. Easements and rights-of-way are hereby expressly reserved to ~~the Association~~Declarant and/or its successors and assigns in, on, over and under the "easement area" as hereinafter defined, of each Lot, for the following purposes:

(a) For the erection, installation, construction and maintenance of (i) poles, wires, lines and conduits, and the necessary or proper attachments in connection with the transmission of electricity, telephone, community antenna television cables and other utilities and other similar facilities, and (ii) storm-water drains, land drains, public and private sewers, pipe lines for supplying gas, water and heat, and for any other public or quasi-public utility facility, service or function, whether above ground or underground; and

(b) For slope control, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with slope ratios ~~approved by Declarant~~ or which create erosion or sliding problems, or change, obstruct or retard drainage flow.

~~Declarant~~The Association and/or its successors and assigns, shall have the right to enter upon all parts of the easement areas of each Lot for any of the purposes for which said easements and rights-of-way are reserved.

~~Declarant and/or its successors and assigns, shall also have the right at the time of, or after, grading any street, or any part thereof, to enter upon any abutting Lot and grade the portion of such Lot adjacent to such street to a slope with a maximum grade of 2 to 1 in order to accommodate construction of said street. There shall be no obligation on either of them to do such grading or to maintain the slope.~~

2. The term "easement area" as used herein, shall mean and refer (i) to those areas on each Lot with respect to which easements may be shown on the recorded subdivision plat or with respect to which a separate instrument has been recorded relating thereto; and in addition (ii) to a strip of land within the lot lines of each Lot ten (10) feet in width in the front and rear of the Lot and ten (10) feet in width on each side, each said distance being measured in each case from the Lot line toward the center of the Lot.

~~3. The Declarant and Builder shall have the right to enter upon any Lot to change the grade of the ground and/or install or change drainage control devices on such lot so as to alleviate any possible drainage and/or water run-off problems resulting from the development of the Property. Drainage swales which have been constructed to facilitate the drainage of one or more adjoining Lots, shall have no structures or planting thereon. There shall be no modifications to the grade of the swale. The drainage swale shall be maintained continuously by the owner of the Lot(s) on which the swale is located.~~

~~ARTICLE VIII~~ ARTICLE VII

Residential Protective Covenants and Restrictions

~~1. Family day care homes are not permitted on any part of the Property. This prohibition shall not be enforced unless it is approved by a simple majority of total eligible voters of the association. This prohibition may be removed by a vote of a simple majority of the total eligible voters of the Association. In the event that family day care homes are approved by the owners pursuant to this Section, family day care homes shall be permitted within the Property, subject to the following:~~

~~(a) The percentage of family day care homes within the Property shall not be more than five percent (5%) of the total residential Lots in the Property.~~

~~(b) Each day care provider, as defined in Section 11B-111.1 of the Maryland Homeowners Association Act ("Act") shall pay, on a pro rata basis (based on the total number of family day care homes operating within the Property), any increase in insurance cost incurred by the Association that is solely and directly attributable to the operation of family day care homes within the Property.~~

~~(c) The Association may impose an annual reasonable fee not to exceed the maximum permitted by the Act on each family day care home for use of the Common Areas.~~

~~(d) Each day care provider operating a family day care home within the Property shall obtain the liability insurance described in sections 19-106 and 19-203 of the Insurance Article of the Code of Maryland, in at least the minimum amount required under those statutes and shall not operate until such minimum liability insurance is in effect.~~

~~1.2. Even if permitted by the applicable Howard County zoning ordinances, no profession or home industry, including a no impact home-based business as defined in the Act, shall be conducted in or on any part of the Property or in any Improvement thereon without specific prior written approval of the Architectural Committee. The Architectural Committee, in its discretion, upon consideration of the circumstances in each case, and particularly the effect on surrounding property, may permit a Lot or any Improvement thereon to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry shall be permitted, however, unless it is considered, by the Architectural Committee, to be compatible with a high quality residential neighborhood. The following activities, without limitation may be permitted by the Architectural Committee in its discretion: Music, art and dancing classes; fraternal or social club meeting place; seamstress services. The use of space within a Dwelling or Improvement as a home office for use by the resident is permitted and does not require approval from the Architectural Committee.~~

2.3. No clothing or any other household fabrics shall be hung in the open on any Lot unless the same are hung from an umbrella or retractable clothes hanging device which is removed from view when not in use or unless the same are enclosed by a fence or other enclosure at least six inches higher than such hanging articles, provided such fence or other enclosure is approved by the Architectural Committee. No machinery shall be placed or operated on any Lot except such machinery as is usual in the maintenance of a private residence.

ARTICLE IX~~ARTICLE VIII~~

PROPERTY RIGHTS

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

(a) the right of the Association to assess annual fees for the maintenance and improvement of the Common Areas;

(b) the right of the Association to suspend the voting rights and right of use of the Common Areas by an Owner for any period during which assessment against his Lot remains unpaid; and for any period during which an Owner has violated the Articles of Incorporation, Declaration, Bylaws and/or published rules and regulations of the Association ("Governing Documents");

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of ~~each class of the~~ Members and fifty-one percent (51%) of all mortgagees holding first mortgages or deeds of trust on Lots within the Property which have been annexed into the Association;

(d) the right of ~~Declarant prior to or after the conveyance of the Common Areas, and of~~ the Association to grant and reserve easements and rights-of-way through, under, and over and across the Common Areas, for installation, maintenance and inspection of lines and appurtenances for public/or private water, sewer, drainage, fuel oil, communications systems (including cable television), and other utilities;

(e) the right of the Association, by and through its Board, to limit the number and charge reasonable fees for guests of members utilizing Common Areas;

(f) the right of the Association, by and through its Board, to establish uniform rules pertaining to the use of the Common Areas and Lots that may be located thereon; and

(g) the right of the Association, by and through its Board, to regulate the use, maintenance, repair and replacement of Common Areas and amenities located thereon.

2. Declaration of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas to persons residing on his Lot, including the members of his family, his lessees, or contract purchasers, subject to such rules which the Board may from time to time adopt; provided, however, that such delegation shall not abrogate the duty of the Owner to pay assessments as provided in Article XI hereof.

3. Rental of Lots. The Owner of any lot may lease his property subject to the following terms and conditions:

(a) any lease between an Owner and a lessee must be in writing and shall not be for a term of less than twelve (12) months;

(b) the lease shall state that it is subject in all respects to, and that the lessee shall comply with all of the provisions of the ~~Declaration, Articles of Incorporation and the Bylaws~~Governing Documents, and that failure of the lessee to comply with any of the terms of the aforementioned documents shall be a default under the lease; and

(c) the lease shall in no way relieve the Owner of any duty or obligation imposed by ~~this Declaration~~the Governing Documents.

4. Encroachments. In the event that any portion of any Dwelling encroaches upon the Common Areas and facilitates as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the aforesaid Dwelling, a valid easement of such encroachment and for the maintenance of the same shall exist so long as such encroachment exists.

5. Utility Lines. Each Owner shall be solely responsible for the care and maintenance of sanitary sewer, water, gas, electric, telephone, storm sewer, cable television or other utility conduits or lines that exclusively service each such Owner's Dwelling. In the event such conduits or lines are in need of repair and/or replacement and any portions thereof are located in, under and/or through an abutting Lot or property of any abutting Lot ~~Owner~~, the Owner so repairing and/or replacing such lines shall have the right to enter upon and is hereby granted an easement to enter in and onto the front, rear and side ten (10) feet of the Lot of an abutting Owner to perform the repair and/or replacement. The Owner so entering shall perform such construction and/or work as promptly as possible and shall take due precautions and care not to damage the Lot and/or property abutting Owner and to the extent the abutting Lot and/or property is dug into, displaced and/or dismantled, the Lot and/or Property shall, immediately upon the completion of the repair and/or replacement, be put back in the same condition it was prior to such work being commenced by the ~~Lot~~ Owner performing the construction and/or work.

~~ARTICLE X~~ARTICLE IX

Membership and Voting Rights

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

~~2. Classes of Voting Rights Membership. The Association shall have two (2) classes of voting membership:~~

~~(a) Class A Membership. Class A members shall be all Owners, with the exception of the Declarant and Builders, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. In the case of a Lot that is owned by more than one person or entity, the vote of any one of the Record Owners shall be sufficient for the vote for that Lot however if the Owners cast opposite votes, no vote shall be counted. Owners will not be deemed in good standing to vote or run for the Board if the Owner is more than 60 days in arrears with respect to any financial obligation to the Association.~~

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

~~(i) when the total votes outstanding in the Class equal the votes outstanding in the Class B Membership, or~~

~~(ii) seven (7) years from the date of recordation of this Declaration; PROVIDED, HOWEVER, that if the Declarant is delayed in the improvement and development of the Property on account of a sewer, water or building permit moratorium or any other cause or event beyond the Declarant control, then the aforesaid seven (7) year period shall be extended by a period of time equal to the length of the delays or three (3) years, whichever is less.~~

~~Advisory Board and Transition. At the time 50% of the Lots have been sold to buyers who intend to occupy the Lots as their primary residences, Declarant shall appoint five (5) Members to serve as an Advisory Board. The purpose of the Advisory Board is to effect an orderly transition from the Declarant to the Members in managing the affairs of the Association. The Advisory Board will have the responsibility to supervise and direct the maintenance of the Common Areas and to review requests for architectural approval. Any recommendation by the Advisory Board shall be subject to the approval of the Declarant, which approval shall not be unreasonably withheld. The Declarant shall meet with the Advisory Board on a monthly basis. As set forth in Article IV, Paragraph 1, hereof, the Declarant retains Architectural control until the last Lot is sold, and shall retain the right to enforce the Declaration. At the time 75% of the Lots have been sold, the Advisory Board shall be appointed by the Board to the Board of Directors and the original or then current Board shall resign.~~

ARTICLE XI ~~ARTICLE X~~

Covenants For Maintenance Assessments

1. Creation of the Lien and Personal Obligations of Assessments. ~~The Declarant, for each Lot owned within the Property, hereby covenants, and e~~Each owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to Association: (1) annual assessments or charges, and (2) special assessments for any purpose; such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, late charges, management fees associated with processing the delinquency, costs of collection, recording taxes, and reasonable attorneys' fees, shall be a charge on the land and shall be a lien upon the Lot against which each such assessment is made, all in accordance with Section 14-201 *et. seq.* of the Real Property Article of the Annotated Code of Maryland. Each such assessment, together with interest, late charges, management fees associated with processing the delinquency, costs of collection and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

2. Purpose of Assessments. The assessments levied by the Association shall be used for the following purpose:

(a) to pay taxes and other governmental charges and assessments on the common areas, if any;

(b) to promote the health, recreation, and welfare of the residents ~~in~~of the Lots;

(c) to pay all administrative, managerial, legal, insurance and any other costs or expenses incurred by the Association in the operation of the Association;

(d) for the use, improvement, maintenance, repair, and replacement of the Common Areas, ~~including as described in Article XIII hereof~~;

(e) to pay for the cost of all utilities or utility services transmitted by or through one or more of the Common Areas and not separately metered and billed to each Lot Owner;

(f) to pay for the cutting of all grass upon the Common Areas and maintenance or replacement of all plantings ~~originally planted by the Declarant~~ in the Common Areas, parking islands, and bays; and

(g) to provide an adequate reserve for maintenance, repair and replacement of the Common Areas and any Improvements situate thereon.

3. Maximum Annual Assessment. ~~Until January of the year immediately following the conveyance of the first Lot to an Owner, t~~The maximum annual assessment as of 2016 shall

be is _____ One hundred fifty Dollars (\$ _____ 150.00) per Lot per year, which shall be payable monthly, quarterly, semi-annually or annually, as determined by the Board.

(a) ~~From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, t~~The maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year by the Board and without a vote of the membership.

(b) ~~From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, t~~The maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of ~~each class of a~~ quorum of Members as set forth in paragraph 5 below, who are voting in person or by proxy, at a meeting called for that purpose.

4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property, or for any other purpose, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of ~~each class of a~~ quorum of Members as set forth in paragraph 5 below, who are voting in person or by proxy, at a meeting called for that purpose.

5. Notice and Quorum for any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections ~~2-3~~ and 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, if there are not present members or proxies entitled to cast fifty-one percent (51%) of all the votes of ~~each clas~~ the Members, another meeting may be called subject to the same notice requirement, and the quorum at the subsequent meeting shall be reduced to one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots, ~~except that the Declarant and Builder (s) may be charged 25% of the annual assessment. If, however, there occurs a shortfall in the funds available to pay expenses, the Declarant and Builder(s) shall pay the Association the amount of the shortfall up to the then current required maximum annual assessment on a per Lot basis, on a pro rata basis in accordance with the number of lots owned by each.~~

7. Date of Commencement of Annual Assessments: Due Dates. ~~The first annual assessment provided for herein shall commence on July 1, 1992.~~ The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting

forth whether the assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

8. Effect of a Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum and a late charges not exceeding Fifty Dollars (\$50.00) or one-tenth (1/10th) 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 only be imposed if the delinquency has continued for at least fifteen (15) calendar days. The Owner shall also be responsible for payment of management fees associated with processing the delinquency, all costs of collection and reasonable attorneys' fees (whether or not the Association files a lawsuit or lien) incurred by the Association as a result of non-payment of the assessment amount. ~~Subject to the provisions of Section 15 of this Article,~~ The Association may bring an action at law against the owner personally obligated to pay the same, or, establish and foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

9. Acceleration. Upon default in the payment of any assessment or installment on its due date, the Association may demand payment of the remaining installments, if any, coming due within that fiscal year. A demand by the Association is not enforceable unless the Association, within ten (10) days of the Owner's failure to pay an installment, notifies the Owner that if the Owner fails to pay the installment within twenty (20) days after the notice, full payment of the remaining installments will be due and shall constitute a lien as provided in Section 1 of this Article.

10. Notice of Lien. No action shall be brought to establish or foreclose an assessment lien or to proceed under the power of sale herein except in strict accordance with the Maryland Contract Lien Act.

11. Foreclosure. The ~~Declarant hereby covenants, and each~~ Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed is deemed to covenant, agree and authorize the Association to foreclose on any recorded lien in accordance with the procedures prescribed in the rules pertaining to foreclosures of mortgages in the Maryland Rules of Procedure, as if the Association were the mortgagee and the Owner were the mortgagor.

12. Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a fee, to be determined by the Association, but not to exceed One Two Hundred Dollars (~~\$~~200.00), to cover the costs of preparing and filing or recording such release.

13. Cumulative Remedies. The assessment lien and the rights to foreclosure sale thereunder shall be in addition to and not in substitution for all other rights and remedies which

the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments as above provided.

14. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any Institutional Mortgagee or mortgage held by the Veterans Administration, Secretary of Housing and Urban Development, FNMA or FHLMC, providing purchase money financing in either the form of a single purchase money first mortgage or a combination purchase money first and purchase money second mortgage, such purchase money first and purchase money second mortgage combination designed to facilitate financing due to statutory lending limits which may prohibit financing of first mortgages in excess of certain dollar amounts. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payment which because due prior to such sale or transfer. No sale or transfer shall relieve such ~~Lot~~ Owner from liability for any assessments thereafter becoming due from the lien thereof.

15. Notice to Mortgagees. Upon request, the Association shall notify the holder of the first mortgage on any Lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of sixty (60) days and in any other case where the Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of sixty (60) days. Such notification shall be in writing.

~~ARTICLE X~~ARTICLE XI

Powers and Duties of the Association

1. Powers and Duties. In addition to the powers and duties enumerated in its Articles of Incorporation and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

- (a) Own, maintain, improve, construct, reconstruct (in the event of deterioration or destruction) and manage all of the Common Areas and all facilities, easements, Improvements and landscaping thereon, and all property acquired by the Association, and to pay all the costs thereof;
- (b) Pay property taxes and other charges assessed against the Common Areas;
- (c) Have the authority to obtain, for the benefit of the Common Areas, all water, gas and electric service and refuse collection;
- (d) Grant easements where necessary for utilities and sewer facilities over the Common Areas to serve the Common Areas;
- (e) Maintain such policy or policies of insurance on the Common Areas as the Board of Directors of the Association deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its Members including but not limited to Directors and Officers Liability and Fidelity Insurance;

(f) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed shall not exceed one (1) year in term unless approved by a majority of the Members of the Association, with the exception of an insurance contract that may be for a period not to exceed three (3) years; and

(g) Enforce applicable provisions of ~~this Declaration and the Bylaws of the Association~~ the Governing Documents and establish and enforce uniform rules pertaining to the use of the Common Areas.

2. Maintenance of Records. The Association shall maintain adequate books and records and an Owner or a Mortgagee shall have the right to examine the books and records of the Association during regular business hours and upon reasonable notice.

~~ARTICLE XIII~~ ARTICLE XII

General Provisions

1. Enforcement. The ~~Declarant, the~~ Association, by and through its Board, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In the event the Association institutes legal action to compel enforcement, it shall be entitled to recover all court costs and reasonable attorneys' fees incurred from the violating Owner. Failure by the ~~Declarant, the~~ Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

3. Amendment. Notwithstanding the foregoing, the provisions of this Declaration shall not be amended without the written consent of seventy-five percent (75%) of the First Mortgagees and seventy-five percent (75%) of the Owners to permit the Association or the Owners to:

(a) By act or omission, seek to abandon or terminate the Association or the provisions of this Declaration relating to architectural standards, exterior maintenance and Common Areas maintenance;

(b) Change the method of determining the obligations or assessments which may be levied against an Owner;

(c) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas, provided, however, that the grant of easements for public utilities or for other public purposes shall not be deemed a transfer within the meaning of this clause;

(d) Use hazard insurance proceeds for losses to the Common Areas for other than the repair, replacement or reconstruction of Improvements on Common Areas except as provided by statute; or

(e) Fail to maintain fire and extended coverage insurance on the Common Areas on a current replacement cost basis in an amount less than one hundred percent (100%) of insurable value based on present replacement cost.

4. FHA/VA Approval. Anything set forth in Section 3 of this Article to the contrary notwithstanding, the ~~Declarant Board~~ shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, as from time to time amended or supplemented. This unilateral right, power and authority of the ~~Declarant Board~~ may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto or other federal, state or local government agencies shall require such action as a condition precedent to the approval by such agency, of the Properties or any part thereof or any Lots thereon, for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration, Federal National Mortgage Association, or similar programs. If the Veterans Administration or any successor agencies approve the Properties or any parts thereof or any Lots thereon for federally approved mortgage financing purposes, thereafter any amendments to the Declaration ~~made during any period of time when there are Class a Members,~~ shall also require the prior consent of the agency giving such approval. Such consent shall be deemed made if the proposed amendments are mailed to the agency at least 60 days before their adoption by the Board and the agency does not object.

5. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of fifteen (15) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive terms of ten (10) years each. ~~After the expiration of fifteen (15) years from the date this Declaration is recorded, t~~ This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Record Owners. ~~Notwithstanding anything herein to the contrary an amendment by Declarant to subject additional property to this Declaration shall not require the consent of the Record Owners and such amendment shall be effective if signed by Declarant and recorded among the Land Records. This Declaration may be amended at any time within fifteen (15) years from the date of recordation hereof by an instrument signed by not less than ninety percent (90%) of the Record Owners.~~ No amendment shall be effective unless and until it is recorded among the aforesaid Land Records of Howard County, Maryland.

6. The ~~Declarant Board of Directors~~ may unilaterally execute and record a corrective amendment or supplement to this Declaration to correct a mathematical mistake, an inconsistency or a scrivener's error, or clarify an ambiguity or omission with respect to an objectively verifiable fact, within five (5) years after the recordation of this Declaration. The

~~Declarant Board of Directors~~ shall also have the right during the five-year period to correct or amend unilaterally this Declaration to satisfy the requirements of any state or local jurisdiction, any governmental agency or authority, or mortgagee.

7.6. Any party to a proceeding who succeeds, by way of judgment which becomes final, in enforcing a provision or enjoining the violation of a provision against a Record Owner may be awarded a reasonable attorney's fee against such Record Owner.

8.7. The ~~Declarant or the Board of Directors Architectural Committee~~ shall have the right to construe and interpret the provisions of this Declaration, and in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof. Any conflict between any construction or interpretation herein provided for and that of any other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of the ~~Declarant or the Architectural Committee~~ Board .

The ~~Declarant Board of Directors or the Architectural Committee~~ may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting and promulgating such rules and regulations, and in making any finding, determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the ~~Declarant Board or the Architectural Committee~~ shall take into consideration the best interests of the Record Owners and of the Property to the end that the Property shall be preserved and maintained as part of a high quality community.

In granting any permit, authorization, or approval, as herein provided, the ~~Declarant Board or the Architectural Committee~~ may impose any conditions or limitations hereon as it shall deem advisable under the circumstances of each case in light of the considerations set forth in the immediately preceding paragraph hereof.

9.8. The headings of the Articles herein are for convenience only and shall not affect the meanings or interpretation of the contents thereof.

10.9. No violation of this Declaration shall defeat or render invalid the lien of any Mortgage made in good faith and for value upon any portion of the Property; provided, however, that any Mortgagee in actual possession, shall be bound by and subject to this Declaration as fully as any other Record Owner of any portion of the Property.

11.10. Each grantee accepting a deed, lease or other instrument conveying any interest in any Lot shall be subject to this Declaration whether or not the same incorporates or refers to this Declaration.

12.11. Terminology herein relating to gender and number is employed for convenient expression and not for purposes of limiting the applicability of the provisions hereof. The use of the singular shall be taken to include the plural and the use of the masculine gender shall be taken to include all genders,

~~IN WITNESS WHEREOF~~, Declarant has hereunto set its hand and seal on the date and year first above written.

~~WITNESS/ATTEST~~ _____ ~~DECLARANT:~~
_____ ~~WAAVERLY WOODS, INC.~~

_____ (SEAL)
_____ Kennard Warfield, President

_____ (SEAL)
_____ Kennard Warfield, Individually

Exhibit A

Waverly Woods, Inc., and Kennard Warfield each own property that together comprise land and premises in Howard county, State of Maryland, as shown on Plats recorded among the Land Records of Howard County, Maryland as Plats number 10082 through .10090, inclusive, and entitled “Waverly Woods, Section II, Lots 50-147” (hereinafter referred to as the “Property”);

The property described on a Plat recorded among the Land Records of Howard County, Maryland and entitled “Waverly Woods, Section 3, Area 1, Lots 152-162”, Plat number 11333, Tax Map 16, part of Tax Map Parcel No. 21 Third Election District, Howard County, Maryland, which property is part of the land described in two deeds, one dated march 24, 1986 and recorded among the land records of Howard County, in Liber 1452, folio 693 and one dated May 18, 1994 and recorded among the land records of Howard County in Liber 3284 folio 340.

The property described on a Plat to be recorded among the Land Records of Howard County, Maryland, and entitled, “Waverly woods, Section 3, Area 2, Lots 63 thru 190”, Tax Map number 16, Parcel Number 21, Third Election District, Howard County, Maryland, which property is more particularly described in a deed recorded among the Land Records of Howard County, Maryland in Liber 3359, folio 204, dated September 29, 1994.

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