

MARYLAND RESALE DISCLOSURE CERTIFICATE*For properties in a Homeowners Association*Association: Major's Choice Homeowners Association, Inc.Subject property: TOWNHOUSE - 835 Comer Square, Bel Air, MD 21014Date of certificate completion, all information is accurate as of this date: 11/23/2021Owner or Seller's current balance: Please contact McMullen & Drury,
\$ P.A. at (410)337-8702Account in collections: ___ Yes ☒ NoThe regular assessment amount: \$ 106.70(2021)
\$ 112.46(2022) paid: Semi-annual due on: January 1 and July 1Late penalty for regular assessment: 12% interest per annum after 60 daysN/a : \$ N/a paid: N/a due on: N/aN/a : \$ N/a paid: N/a due on: N/aN/a : \$ N/a paid: N/a due on: N/aIncluded in regular assessment: **Water:** ___ Yes ☒ No **Sewer:** ___ Yes ☒ No **Trash:** ___ Yes ☒ NoCapital contribution: \$ None Payable to: N/aReserve contribution: \$ N/a Payable to: N/aOwner transfer fee: \$ 200.00 Payable to: InfoHOAN/a : \$ N/a paid: N/a due on: N/a**MD Real Prop Code § 11B-106(b):****(1)** This property is located in the above Association and is subject to the governing documents.**(2)** Please see above.**(3)** The name, address, and telephone number of the management agent of the homeowners association, or other officer or agent authorized by the homeowners association to provide to members of the public, information regarding the homeowners association and the development, or a statement that no agent or officer is presently so authorized by the homeowners association:HPS Management of Maryland, LLC.
424 N. Union Avenue, Havre de Grace, MD 21078
(410)939-1500**(4)(i)** The existence of any unsatisfied judgments or pending lawsuits against the homeowners association:

There are no known current or pending lawsuits against the homeowners association.

(4)(ii) Any pending claims, covenant violations actions, or notices of default against the lot:

Specifically, multiple items stored in front yard, standing water in backyard, and trash bags on common area. Please cleanup front and back yard, and store trash in containers.

(5) A copy of: **(i)** The articles of incorporation, the declaration, and all recorded covenants and restrictions of the primary development, and of other related developments to the extent reasonably available, to which the purchaser shall become obligated on becoming an owner of the lot, including a statement that these obligations are enforceable against an owner's tenants, if applicable; and **(ii)** The bylaws and rules of the primary development, and of other related developments to the extent reasonably available, to which the purchaser shall become obligated on becoming an owner of the lot, including a statement that these obligations are enforceable against an owner and the owner's tenants, if applicable.

Other Information:

Association maintains a Balance Sheet: X Yes, see attached No

Association maintains an Income/ Expense Statement: X Yes, see attached No

Association maintains a current operating budget: X Yes, see attached No

Association maintains a reserve fund with the balance reflected on the Balance Sheet: X Yes, see attached No

Association has a reserve study or report: Yes, see attached X No

Association has a replacement fund or replacement plan for funds used from a reserve fund:

 Yes, funds have been withdrawn from a reserve fund and a plan or fund exist to replace the funds withdrawn.

 No, the Association has a reserve fund that funds have been withdrawn from and a plan or fund does not exist to replace the withdrawn funds.

 X No, the Association has a reserve fund and no funds have been withdrawn.

 No, the Association does not have any funds specifically designated as reserve funds.

Additional information, if any:

Please see attached disclosure.

THIS CERTIFICATE IS NOT VALID UNLESS SIGNED BY THE MANAGER AND REQUESTER.

I certify the above information and that it is true to the best of my knowledge.

Managing Agent:

DocuSigned by:
Erik Angone
4B1869040DC34FC...

Date: 11/23/2021

Agent Name:

Erik Angone

Prepared By: Siobhan Cosgrove

I certify I have received a copy of this certificate.

Requester Signature:

DocuSigned by:
Shannon Stamm
B0A63F9256424A7...

Date: 11/23/2021

Requester Name:

Shannon Stamm

DocuSigned by:

Document Manager
File Closed By: 1FF8C1ADE6A0414...
11/23/2021

ATTENTION TITLE COMPANIES **& CLOSING ATTORNEYS:**

Please submit ALL closing documents and checks
electronically in PDF format by:

Email: Express@InfoHOA.com

OR

Secure Upload: InfoHOAdocs.com/collections/express-title

*If submitting electronically, we do **NOT** need the paper copy of the check(s). A clear
PDF or Image will work for electronic deposit.*

We can deposit the checks with just the image.

If submitting electronically is not an option,
please mail all closing documents and checks to:

InfoHOA
Settlement Processing
424 N. Union Ave
Havre de Grace, MD 21078

Please do NOT mail closing documents to any other address



BOARD MAINTAINED FUNDS DISCLOSURE NOTICE

This notice is to be inserted into resale packages of an Association that maintains any funds outside the control of HPS.

Association: Major's Choice Homeowners Association, Inc.

Subject property: TOWNHOUSE - 835 Comer Square, Bel Air, MD 21014

Harford Property Services, Inc., hereafter referred to as HPS, is the managing Agent for the Association. This notice is disclosing to you:

1. Some of the Associations funds are maintained by the Board of Directors and/or Officers of the Association and HPS does not track these funds, nor is HPS responsible in any way for these funds;
2. HPS is unable to disclose these account balances in this resale package or in any other documents; and
3. The Board of Directors and/or officers of the Association have signed a Waiver of Liability agreeing to "forever release and hold harmless Harford Property Services, Inc., and their agents and employees, of any and all liability and responsibility for tracking and maintaining these funds and personally assume all responsibility hence forth."

HPS is not able to answer any questions regarding funds not in its custody, to potential homebuyers, their real estate agent, and their lender(s) because the association has directed this course of action. Homebuyers should direct questions to their real estate agent or an attorney.

I certify I have completed the above information and that it is true to the best of my knowledge.

Manager Signature: _____

Erik Angone
4B1869040DC34FC...

Date: 11/23/2021

Manager Name: _____

Erik Angone

Prepared By: Siobhan Cosgrove

I certify I have received a copy of this notice.

Requester Signature: _____

Shannon Stamm
B0A63F9256424A7...

Date: 11/23/2021

Requester Name: _____

Shannon Stamm

DocuSigned by:

Document Manager

1FF8C1ADE6A6414...
11/23/2021

Ways to Pay Your Association Assessment

1. Single or Recurring Payment from a Credit Card, Debit Card, or eCheck: From the portal, you can make a single payment or set-up a recurring bill pay with eCheck and most credit or debit cards. The association uses a merchant services vendor who charges a fee that goes directly to the merchant services vendor to provide this convenience to our association.

- Go to www.InfoHOA.com.
- Select "Homeowners Login" in the upper right corner.
- If you have registered, please click "*Login*" (*see below to "*Register*").
- Once you are logged in, please click "*Pay Now*" from the navigation menu.
- If making a One-Time Payment, complete the information on the left-hand side of the page. If setting up a Recurring Payment, select "*New Recurring Payment*" on the right-hand side of the page.
- Follow the prompts to enter your payment data and select "Continue."
- Please review all information and select "Submit Payment."

2. Automatic Bill Pay from Your Bank: Most banks offer free bill pay services that are easily setup through **your** bank's online payment portal, or you can contact **your** bank directly. You will need the following information to set-up Automatic Bill Pay:

Account number:	This can be found on your statement or the top right corner when you login to your account at www.InfoHOA.com (*see below to "Register")
Payable to:	The association's name
The payment amount:	The total assessment amount due
Payment frequency:	Monthly, Quarterly, Semi-annual, or Annual
Payment sent to:	Payment Processing PO Box 1299 Commerce, GA 30529

3. U.S. Mail: Mail a cashier's check, money order, certified check, or personal check made payable to our association to PO Box 1299, Commerce, GA 30529. Please include your account number in the memorandum. Please do not send correspondence to this address. It is important to send your payment to the lockbox address and not your local office. A lockbox is a service whereby a financial institution takes responsibility for processing payments mailed to a designated Post Office Box. This service is ideal for processing association assessments because it is more secure, reduces internal processing/handling costs (saving you money), and reduces posting delays to help improve the association's cash flow.

***To Register for the Portal:** Go to www.InfoHOA.com and follow any prompts. Select "Register" in the top right corner. Please fill out the online form with your information. Once a member of our Customer Service Team verifies that you are the legal homeowner for the address submitted, you will receive an email to the email address you provided to set-up your password for the secure online portal.

About Your Community Liaison

- **Understanding governance** - It is important to understand an association is governed by a volunteer Board of Directors typically comprised of elected homeowners. The volunteer Board of Directors is limited in its authority by the community's governing documents and certain laws, which vary widely by community as well as federal, state, and local laws relative to where the community is located. The volunteer Board of Directors has hired a management company that is partnered with InfoHOA.com. The community has been assigned a Liaison who works with the volunteer Board of Directors. The Liaison is responsible for communicating on behalf of the volunteer Board of Directors with all stakeholders including homeowners, non-owner residents, neighbors in other communities, contractors or vendors who perform services, elected officials, multiple government agencies, and other business representatives.
- **Every community is different** - The scope of work to be performed by the Liaison will vary by community as directed by the volunteer Board of Directors. Smaller communities may have a Liaison who manages multiple communities while larger communities may have a dedicated full time Liaison or on-site staff depending on the community's budget.
- **Liaisons are advisors** - While Liaisons work closely with the Board, he or she is only an advisor, not a member of the Board, and cannot set Board policy. Liaisons are not engineers, attorneys, land surveyors, or accountants. The Board may retain these services, if needed. We encourage you to attend association meetings to stay informed.
- **Liaisons work irregular hours** - Liaisons attend meetings in the evenings and on weekends, complete on-site association visits, have scheduled meetings to attend, and regularly complete training. As a result, Liaisons are on-the-go and do not maintain fixed office hours. Liaisons will typically respond to emails and phone calls within two full business days. Please note, a response time may take longer if a Liaison is on scheduled leave or out of the office. When this occurs, the Liaison will update their voicemail and email automatic responses, unless they are on sick leave.
- **Appointments with a Liaison** - If you wish to speak with a Liaison in person, an appointment is required. Because Liaisons are on-the-go and do not maintain fixed office hours, please email Admin@InfoHOA.com to schedule an appointment at your nearest office with your Liaison. This will also allow the Liaison to have pertinent information available for the meeting and to invite Board Members and other stakeholders to participate.
- **Solving your issue** - We are here to help you! Liaisons are bound by laws, the association's governing documents, and the Board. If the issue is not a violation of rules or is not in the scope of the Liaison's authority from the Board, the Liaison may not be able to take any action. Liaisons may refer you to the appropriate resource for your issue.
- **Social media and websites** - Liaisons do not moderate or control social media. Some communities may have an official social media page supervised by the volunteer Board of Directors. Some communities may have a site or multiple sites started by a person or group of people who may or may not actually be members of the association. Liaisons may observe these social media sites if they are allowed to view them by the account owners but are not required to do so by the volunteer Board of Directors. Liaisons cannot alter or moderate these sites because they have no control over them. In many cases those controlling a social media account may not be clear or disclosed on the site. We strongly encourage caution before posting or joining social media site.
- **Obtaining information** - The online secure Portal is your best tool for checking your balance, making payments, viewing meeting minutes, viewing governing documents, and much more. We encourage you to do so by going to www.InfoHOA.com.
- **Emergencies** - Matters that are not a risk of imminent bodily harm or significant property damage are dealt with during normal business hours. To report an emergency that does pose a risk of imminent bodily harm or significant property damage, after calling 911, call our office. If your community does have a phone number it will be posted on the Portal after you login at www.InfoHOA.com; otherwise, please notify your community association by emailing Admin@InfoHOA.com. Please note, not all communities have a phone number or a full-service management plan.
- **Criminal concerns or suspicious activity** - For all criminal matters or suspicious activity, please immediately call 911 or your local police agency before contacting our office or posting on social media.
- **Conflicts** - Liaisons are trained to deal with conflict but will not get involved in quarrels between neighbors.
- **Feedback to the volunteer Board of Directors** - We encourage you to send a letter or email to the Board, in care of the Liaison, for all questions and concerns about Board policy. We also strongly encourage you to attend meetings and share your thoughts in a polite manner directly to the Board. Profanity, threats, and providing false information will not be tolerated.
- **Contractors and vendors** - Liaisons are responsible for monitoring contractors and vendor performance, but not for on-site supervision. If you have a concern about a contractor, we encourage you to send a letter or email to the Liaison who may notify the Board. The Board will then decide how to proceed under the terms of the contract. Please do not interfere with any contractor performing work in the community.
- **Repairs to private property** - Neither the Liaison nor the association are responsible for repairs, or coordinating repairs, to a homeowner's personal property, except in limited cases for condominiums.
- **Accounts in collections** - Because of strict collection laws, once an account is turned over to the association's attorney for the collections process, neither the Liaison nor Board can communicate with anyone about the account. You must work through the association's collections attorney.

**LIAISONS WORK UNDER THE SUPERVISION OF THE VOLUNTEER BOARD OF DIRECTORS.
THE BOARD IS COMPRISED OF VOLUNTEERS FROM THE COMMUNITY JUST LIKE YOU.**

Adopted Majors Choice Homeowners Association, Inc.				
	Account	Description	2021 Budget	2022 Budget
Operating Accounts				
Income Accounts				
Income				
	63-6310-00	Assessments - Townhouse Fees	\$43,960.40	\$46,333.52
	63-6315-00	Assessments - Single Family	\$34,275.50	\$36,127.70
New				
Income Accounts Total			\$78,235.90	\$82,461.22
Expense Accounts				
Expense				
	70-7010-00	Management Fees	\$24,354.00	\$24,354.00
	70-7020-00	Tax, Accounting & Audit Fees	\$1,500.00	\$1,500.00
	70-7160-00	Collection and Legal Fees	\$1,000.00	\$1,000.00
	70-7280-00	Insurance Premium	\$4,200.00	\$4,200.00
	70-7300-00	Meeting / Community Expense	\$200.00	\$200.00
	70-7400-00	Office Expenses	\$7,200.00	\$7,200.00
Maintenance				
	90-9001-00	Landscaping	\$400.00	\$400.00
	90-9010-00	Tree & Shrub	\$3,000.00	\$3,000.00
	90-9015-00	Snow Removal	\$2,500.00	\$2,500.00
	90-9020-00	Grounds Maintenance	\$17,000.00	\$17,000.00
	90-9030-00	Grounds Repair	\$1,000.00	\$1,000.00
	90-9520-00	Signs Entry	\$300.00	\$300.00
	90-9546-00	SWM - Orley	\$2,100.00	\$2,100.00
	90-9547-00	SWM - Majors Choice	\$4,800.00	\$4,800.00
	90-9548-00	SWM - Shamrock	\$2,400.00	\$2,400.00
	90-9549-00	Pond Electric	\$2,400.00	\$2,400.00
	90-9610-00	Playground	\$1,000.00	\$4,000.00
Reserves				
	99-9905-00	Reserve Contribution	\$2,881.90	\$4,107.22
New				
Expense Accounts Total			\$78,235.90	\$82,461.22
Operating Accounts Net			\$0.00	\$0.00

\$112.46 Semi
Annually
\$73.73 Semi
Annually

The signing of this adopted budget authorizes the managing agent to execute the budgeted
2021 and 2022 reserve transfers

**Annual Budget Summary - Operating**

Majors Choice Homeowners Association, Inc.

2021

Date: 12/18/2020

Time: 10:49 am

Page: 1

Account	Total
INCOME	
Income	
6310-00 Assessments - Townhouse Fees	\$43,960.40
6315-00 Assessments - Single Family	34,275.50
Total Income	\$78,235.90
Total OPERATING INCOME	\$78,235.90
EXPENSES	
Expense	
7010-00 Management Fees	24,354.00
7020-00 Tax, Accounting & Audit Fees	1,500.00
7160-00 Collection and Legal Fees	1,000.00
7280-00 Insurance Premium	4,200.00
7300-00 Meeting / Community Expense	200.00
7400-00 Office Expenses	7,200.00
Total Expense	\$38,454.00
Maintenance	
9001-00 Landscaping	400.00
9010-00 Tree & Shrub	3,000.00
9015-00 Snow Removal	2,500.00
9020-00 Grounds Maintenance	17,000.00
9030-00 Grounds Repair	1,000.00
9520-00 Signs Entry	300.00
9546-00 SWM - Orley	2,100.00
9547-00 SWM - Majors Choice	4,800.00
9548-00 SWM - Shamrock	2,400.00
9549-00 Pond Electric	2,400.00
9610-00 Playground	1,000.00
Total Maintenance	\$36,900.00
Reserves	
9905-00 Reserve Contribution	2,881.90
Total Reserves	\$2,881.90
Total OPERATING EXPENSE	\$78,235.90
Net - Operating Totals	\$0.00



Balance Sheet - Operating

Majors Choice Homeowners Association, Inc.

End Date: 10/31/2021

Date: 11/8/2021

Time: 11:31 am

Page: 1

Assets

Bank Accounts

10-1030-00	Working Fund - SC - 0731	\$29,056.37
10-1050-00	*CD - FR - 0050	10,081.72
10-1051-00	*CD - FR - 0051	19,597.95
10-1053-00	*CD - FR - 0053	11,532.12
10-1054-00	*CD - FR - 0054	4,224.34
10-1055-00	*CD - FR - 0055	15,526.81
10-1057-00	*CD - FR - 0057	11,599.89
10-1060-00	*CD - SC - 2473 SA	17,551.10
10-1061-00	*CD - SC - 3046 SA	4,378.28
10-1065-00	*Reserve Fund - SECU - 5665	33,098.80
10-1067-00	*CD - SC - 4619 RR	5,337.98
10-1068-00	*CD - SC - 4635 RR	10,675.91
10-1069-00	*CD - SC - 4651 RR	10,675.91
10-1070-00	*CD - FR - 0093	20,025.75
10-1071-00	*CD - SC - 4168	19,522.94
10-1072-00	*CD - SC - 9795 RR	12,253.06
10-1073-00	*CD - SC - 9663 RR	12,253.06
10-1074-00	*CD - SC - 9507 SA	17,948.04
10-1075-00	*Money Market - FR - 0010	13,163.66
10-1080-00	*Operating Savings - FR	1,006.90

Total Bank Accounts:

\$279,510.59

Total Assets:**\$279,510.59****Liabilities & Equity**

Other Current Liabilities

30-3310-00	Prepaid Owner Assessment	4,517.54
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Total Other Current Liabilities:

\$4,517.54

Equity

55-5510-00	Retained Earnings	304,170.26
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Total Equity:

\$304,170.26

Net Income Gain / Loss

(29,177.21)

(\$29,177.21)

Total Liabilities & Equity:**\$279,510.59**



Income Statement - Operating

Majors Choice Homeowners Association, Inc.

10/31/2021

Date: 11/8/2021

Time: 11:31 am

Page: 1

Description	Current Period			Year-to-date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
OPERATING INCOME							
Income							
6310-00 Assessments - Townhouse Fees	\$1,702.80	\$3,663.37	(\$1,960.57)	\$46,320.73	\$36,633.70	\$9,687.03	\$43,960.40
6315-00 Assessments - Single Family	69.95	2,856.29	(2,786.34)	34,393.69	28,562.90	5,830.79	34,275.50
6437-00 Special Assessment	-	-	-	453.73	-	453.73	-
6439-00 Late Fees	-	-	-	77.31	-	77.31	-
6443-00 Owner Interest	72.49	-	72.49	655.97	-	655.97	-
6480-00 Interest Earned	-	-	-	675.16	-	675.16	-
Total Income	\$1,845.24	\$6,519.66	(\$4,674.42)	\$82,576.59	\$65,196.60	\$17,379.99	\$78,235.90
Total OPERATING INCOME	\$1,845.24	\$6,519.66	(\$4,674.42)	\$82,576.59	\$65,196.60	\$17,379.99	\$78,235.90
OPERATING EXPENSE							
Expense							
7010-00 Management Fees	2,029.50	2,029.50	-	20,295.00	20,295.00	-	24,354.00
7020-00 Tax, Accounting & Audit Fees	-	125.00	125.00	1,834.00	1,250.00	(584.00)	1,500.00
7160-00 Collection and Legal Fees	350.00	83.33	(266.67)	350.00	833.30	483.30	1,000.00
7280-00 Insurance Premium	-	350.00	350.00	3,144.18	3,500.00	355.82	4,200.00
7300-00 Meeting / Community Expense	-	16.67	16.67	-	166.70	166.70	200.00
7400-00 Office Expenses	226.06	600.00	373.94	5,799.85	6,000.00	200.15	7,200.00
Total Expense	\$2,605.56	\$3,204.50	\$598.94	\$31,423.03	\$32,045.00	\$621.97	\$38,454.00
Maintenance							
9001-00 Landscaping	3,950.00	33.33	(3,916.67)	4,250.00	333.30	(3,916.70)	400.00
9010-00 Tree & Shrub	-	250.00	250.00	-	2,500.00	2,500.00	3,000.00
9015-00 Snow Removal	-	208.33	208.33	2,475.00	2,083.30	(391.70)	2,500.00
9020-00 Grounds Maintenance	1,699.90	1,416.67	(283.23)	14,018.30	14,166.70	148.40	17,000.00
9030-00 Grounds Repair	-	83.33	83.33	-	833.30	833.30	1,000.00
9520-00 Signs Entry	-	25.00	25.00	-	250.00	250.00	300.00
9546-00 SWM - Orley	-	175.00	175.00	2,100.00	1,750.00	(350.00)	2,100.00
9547-00 SWM - Majors Choice	2,395.00	400.00	(1,995.00)	51,353.64	4,000.00	(47,353.64)	4,800.00
9548-00 SWM - Shamrock	-	200.00	200.00	1,200.00	2,000.00	800.00	2,400.00
9549-00 Pond Electric	-	200.00	200.00	833.83	2,000.00	1,166.17	2,400.00
9610-00 Playground	-	83.33	83.33	4,100.00	833.30	(3,266.70)	1,000.00
Total Maintenance	\$8,044.90	\$3,074.99	(\$4,969.91)	\$80,330.77	\$30,749.90	(\$49,580.87)	\$36,900.00
Reserves							
9905-00 Reserve Contribution	-	240.16	240.16	-	2,401.60	2,401.60	2,881.90
Total Reserves	\$-	\$240.16	\$240.16	\$-	\$2,401.60	\$2,401.60	\$2,881.90
Total OPERATING EXPENSE	\$10,650.46	\$6,519.65	(\$4,130.81)	\$111,753.80	\$65,196.50	(\$46,557.30)	\$78,235.90
Net Income:	(\$8,805.22)	\$0.01	(\$8,805.23)	(\$29,177.21)	\$0.10	(\$29,177.31)	\$0.00



Nationwide®

NATIONWIDE ASSURANCE COMPANY
 ONE WEST NATIONWIDE BLVD
 COLUMBUS, OH 43215-2220
 1-877 On Your Side
 1 (877) 669-6877

RENEWAL

PREMIER BUSINESSOWNERS POLICY

HABITATIONAL

COMMON DECLARATIONS

Policy Number: ACP BP013039078674

Named Insured: MAJORS CHOICE HOMEOWNERS ASSOCIATION INC

Mailing Address: 484 N UNION AVE
HAVRE DE GRACE, MD 21078

Agency: SIMMERER INSURANCE LLC

Address: 601 7TH ST
STE 103
LAUREL, MD 20707-4011

Agency Phone Number: (301) 386-0900

Producer: PHILIP SIMMERER

Policy Period: Effective From 11-16-2021 To 11-16-2022
12:01 AM Standard Time at your principal place of business

**Premiums/Fees**

Total Annual Premium	\$3,230.00
Total Policy Premium	\$3,230.00

Form of your business entity: Association

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY,
 WE AGREE TO PROVIDE THE INSURANCE STATED IN THIS POLICY.

These Common Policy Declarations, together with the Common Policy Conditions, Coverage Form Declarations, Coverage Forms and any endorsements issued to form a part thereof, complete the Policy numbered above.



Nationwide®

PREMIER BUSINESSOWNERS POLICY

HABITATIONAL

COMMON DECLARATIONS

Policy Number: ACP BP013039078674

Policy Period: From 11-16-2021 To 11-16-2022

SCHEDULE OF NAMED INSUREDS

Named Insured:

MAJORS CHOICE HOMEOWNERS ASSOCIATION INC



Nationwide®

PREMIER BUSINESSOWNERS POLICY

HABITATIONAL

PROPERTY DECLARATIONS

Policy Number: ACP BP013039078674

Policy Period: From 11-16-2021 To 11-16-2022

Premises: 001 / **Building:** 001**Premises Address:** 821 N SHAMROCK RD
BEL AIR, MD 21014-2786**Classification:** Homeowners Associations**Construction Type:** Frame**Occupancy Type:** Building Owner - Lessors risk**Building Unique ID:** HOMEOWNERS ASSOCIATIONS
(12777)

WE PROVIDE INSURANCE ONLY FOR THOSE COVERAGES INDICATED BY A LIMIT OR BY "INCLUDED".
Property Coverage is subject to a **\$1,000 Deductible**, unless otherwise stated.

Coverages	Deductible	Limit
Building	\$1,000	\$41,300
Replacement Cost		
Business Personal Property		Not Provided

Additional Coverages - The Coverage Form includes other Additional Coverages not shown

Business Income		Included
Actual Loss Sustained		12 Months
Waiting Period		0 Hours
Ordinary Payroll		60 Days
Extended Period Of Indemnity		60 Days
Extra Expense		Included
Actual Loss Sustained		12 Months
Waiting Period		0 Hours
Equipment Breakdown	No Separate Deductible	Included
Building Automatic Increase Percentage		7%
Business Personal Property Automatic Increase Percentage		Not Provided
Back Up Of Sewer And Drain Water		
Per Building Limit		\$5,000
Back Up Aggregate Limit		\$25,000
Appurtenant Structures - 10% of Building Limit of Insurance - Maximum \$50,000 any one structure		Included


Nationwide®

PREMIER BUSINESSOWNERS POLICY

HABITATIONAL

PROPERTY DECLARATIONS

Policy Number: ACP BP013039078674

Policy Period: From 11-16-2021 To 11-16-2022

Premises: 001 / Building: 001

Coverages	Deductible	Limit
Optional Coverages - Other frequently purchased coverage options		
Employee Dishonesty Per Occurrence		\$500,000
Ordinance Or Law Coverage		
Loss To The Undamaged Portion Of The Building (Coverage Equal To Building Limit)		Not Provided
Demolition Cost And Broadened Increased Costs Of Construction		Not Provided
Ordinance Or Law Broadened Coverage		Not Provided
Windstorm/Hail Deductible	No Separate Deductible	

Optional Increased Limits	Included Limit	Additional Limit	Total Limit
Accounts Receivable	\$25,000		\$25,000
Valuable Papers and Records (At the Described Premises)	\$25,000		\$25,000
Forgery Or Alteration	\$10,000		\$10,000
Money And Securities			
Inside the Premises	\$10,000		\$10,000
Outside the Premises (Limited)	\$10,000		\$10,000
Outdoor Signs	\$2,500	\$2,500	\$5,000
Outdoor Trees, Shrubs, Plants And Lawns	\$10,000		\$10,000
Business Personal Property Off Premises			
Property Away From Premises	\$15,000		\$15,000
Property Away From Premises - Transit	\$15,000		\$15,000
Electronic Data	\$10,000		\$10,000
Interruption Of Computer Operations	\$10,000		\$10,000

**Nationwide®****PREMIER BUSINESSOWNERS POLICY**

HABITATIONAL

PROPERTY DECLARATIONS

Policy Number: ACP BP013039078674

Policy Period: From 11-16-2021 To 11-16-2022

Premises: 001 / Building: 001

Optional Increased Limits	Included Limit	Additional Limit	Total Limit
Computer Fraud And Funds Transfer	\$10,000		\$10,000

PROTECTIVE SAFEGUARDS

Based on information you and/or your agent provided, this premises has Protective Safeguards as identified below. A Protective Safeguards endorsement will be added to your policy based on this information, and you risk the loss of insurance if you fail to maintain, or knew or should have known of any suspension or impairment of any Protective Safeguard(s) identified below. Note that Protective Safeguard(s) must be: in place, operational, and maintained in good working order and you must notify us immediately (at Commercial Lines Service Center by calling (866) 322-3214) in the event of any known or planned disablement of any Protective Safeguard(s).

APPLICABLE PROTECTIVE SAFEGUARDS: **NOT APPLICABLE**


Nationwide®

PREMIER BUSINESSOWNERS POLICY

HABITATIONAL

LIABILITY DECLARATIONS

Policy Number: ACP BP013039078674

Policy Period: From 11-16-2021 To 11-16-2022

Limits Of Insurance		Limit
Each Occurrence Limit of Insurance	Per Occurrence	\$1,000,000
Medical Payments Sub Limit	Per Person	\$5,000
Tenants Property Damage Legal Liability Sublimit	Per Covered Loss	\$300,000
Personal And Advertising Injury	Per Person Or Organization	\$1,000,000
Products-Completed Operations Aggregate Limit	All Occurrences	\$2,000,000
General Aggregate (Other Than Products-Completed Operations)	All Occurrences	\$2,000,000

Automatic Additional Insureds Status

The following persons or organizations are automatically insureds when you and they have agreed in a written contract or agreement that such person or organization be added as an additional insured on your policy.

Co-Owners of Insured Premises
Controlling Interest
Grantor of Franchise or License
Lessors of Leased Equipment
Managers or Lessors of Leased Premises
Mortgagee, Assignee or Receiver
Owners or Other Interest from Whom Land has been Leased
State or Political Subdivisions - Permits Relating to Premises

Liability Deductible	Deductible
None	

Optional Coverages	Deductible	Limit
Hired Auto Liability		Included
Non-Owned Auto Liability		Included
Directors & Officers With Non-Monetary Relief	Per Wrongful Act	\$1,000,000
	Aggregate Limit	\$1,000,000
Retroactive Date	11-30-2018	


Nationwide®

PREMIER BUSINESSOWNERS POLICY

HABITATIONAL

Policy Number: ACP BP013039078674

Policy Period: From 11-16-2021 To 11-16-2022

FORMS AND ENDORSEMENTS SUMMARY

Form Number	Title
PBDS01 01 18	Premier Businessowners Declarations
PB0002 01 18	Premier Businessowners Property Coverage Form
PB0006 01 17	Premier Businessowners Liability Coverages Form
PB0009 01 17	Premier Businessowners Common Policy Conditions
PB0008 01 17	Nuclear Energy Exclusion
PB0404 01 01	Hired Auto And Non-Owned Auto Liability
PB0523 07 15	Cap on Losses from Certified Acts of Terrorism
PB0564 01 20	Conditional Exclusion of Terrorism Coverage
PB1478 01 17	Exclusion of Loss Due to By-products of Production or Processing Operations (Rental Properties)
PB1486 11 14	Communicable Disease Exclusion
PB1701 11 14	Condominium Association Coverage
PB4151 01 17	Directors and Officers Liability (Cooperatives Or Condominiums) With Non-Monetary Relief
PB5422 04 06	Amendment - Employee Dishonesty Optional Coverage - Condominium, Townhouse Or Homeowners Association
PB6005 11 09	Additional Insured - Homeowners Associations
PB6200 01 17	Exclusion - Delivery Using Non-Owned Autos
PB9019 01 18	Maryland Amendatory Endorsement
PBAI05 01 17	Acknowledgement of Insured Status Your Real Estate Manager

IMPORTANT NOTICES

Form Number	Title
NI9015 03 20	Businessowners Transfer of Your Policy within Nationwide Insurance
NI0062 01 21	Notice of Terrorism Insurance Coverage
NI0018 01 17	Flood Insurance Notice
NI9009 01 17	Information for Insureds Who Have Tenants

**Nationwide®****PREMIER BUSINESSOWNERS POLICY**

HABITATIONAL

Policy Number: ACP BP013039078674

Policy Period: From 11-16-2021 To 11-16-2022

IMPORTANT NOTICES

Form Number	Title
NI0026 01 17	Important Notice to Maryland Policyholders
NI0035 01 17	Data Breach & Identity Recovery Services
NI0075 01 17	Consumer Report Inquiry Notice

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its Secretary and President.

Secretary**President**



Nationwide®

NATIONWIDE MUTUAL INSURANCE COMPANY
 ONE WEST NATIONWIDE BLVD
 COLUMBUS, OH 43215-2220
 1-877 On Your Side
 1 (877) 669-6877

RENEWAL

COMMERCIAL UMBRELLA COMMON DECLARATIONS

Policy Number: ACP CU013039078674
 Named Insured: MAJORS CHOICE HOMEOWNERS
 ASSOCIATION INC
 See Schedule of Named Insureds
 Mailing Address: 484 N UNION AVE
 HAVRE DE GRACE, MD 21078
 Agency: SIMMERER INSURANCE LLC
 Address: 601 7TH ST
 STE 103
 LAUREL, MD 20707-4011
 Agency Phone: (301) 386-0900
 Policy Period: Effective From 11-16-2021 To 11-16-2022
 12:01 AM Standard Time at the
 insured's mailing address.
 The Insured is a(n): Association



Premium/Fees

Total Annual Premium	\$350.00
Total Policy Premium	\$350.00

Umbrella Limits

Retained Limit Aggregate:	NONE	
Limits of Insurance:	a) \$1,000,000	Each Occurrence
	b) \$1,000,000	Products - Completed Operations Aggregate
	c) \$1,000,000	Other Aggregate

**Nationwide®****COMMERCIAL UMBRELLA**

SCHEDULE(S)

Policy Number:	ACP CU013039078674	Policy Period:	From 11-16-2021 To 11-16-2022
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SCHEDULE OF NAMED INSURED(S)

Named Insured	Type of Entity
MAJORS CHOICE HOMEOWNERS ASSOCIATION INC	Association

**Nationwide®****COMMERCIAL UMBRELLA****SCHEDULE(S)**

Policy Number: ACP CU013039078674

Policy Period: From 11-16-2021 To 11-16-2022

FORMS AND ENDORSEMENTS SUMMARY

Form Number	Title
CUDS01 01 18	Commercial Liability Umbrella Declarations
CU 00 01 04 13	Commercial Liability Umbrella Coverage Form
CU 01 03 03 11	Maryland - Condominiums
CU 01 09 09 00	Condominiums
CU 01 30 06 02	Maryland Changes
CU 02 01 12 17	Maryland Changes - Cancellation And Nonrenewal
CU 21 12 09 00	Abuse Or Molestation Exclusion
CU 21 13 04 13	Amendment Of Liquor Liability Exclusion
CU 21 23 02 02	Nuclear Energy Liability Exclusion Endorsement
CU 21 27 12 04	Fungi Or Bacteria Exclusion
CU 21 30 01 15	Cap On Losses From Certified Acts Of Terrorism
CU 21 44 01 15	Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act)
CU 21 50 03 05	Silica Or Silica-Related Dust Exclusion
CU 21 51 12 05	Total Pollution Exclusion With A Hostile Fire Exception
CU 21 58 05 09	Communicable Disease Exclusion
CU 21 86 05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception
CU 24 05 09 00	Products/Completed Operations Hazard Redefined
NCU 70 42 01 20	Asbestos, Electronic Emissions, Lead, Radon, or Talc Exclusion
NCU 72 03 01 20	Non-Pyramiding Of Limits
NCU 72 27 01 20	Exclusion - Personal Data Compromise And Network Security Liability - Coverage A
IL 00 17 11 98	Common Policy Conditions

IMPORTANT NOTICES

Form Number	Title
NI7012 03 20	Commercial Umbrella Transfer of Your Policy within Nationwide Insurance
NI0062 01 21	Notice of Terrorism Insurance Coverage

**Nationwide®****COMMERCIAL UMBRELLA**

SCHEDULE(S)

Policy Number: ACP CU013039078674

Policy Period: From 11-16-2021 To 11-16-2022

IMPORTANT NOTICES

Form Number	Title
NI0026 01 17	Important Notice to Maryland Policyholders


Nationwide®

COMMERCIAL UMBRELLA

SCHEDULE(S)

Policy Number: ACP CU013039078674

Policy Period: From 11-16-2021 To 11-16-2022

Schedule Of Underlying Insurance (as identified by the entry of a company name, policy number, policy period and limits):

Businessowners

Policy Number: ACP BP013039078674

Policy Period: From 11-16-2021 To 11-16-2022

Company: NATIONWIDE ASSURANCE COMPANY

Limits of Insurance		Limit
Each Occurrence Limit of Insurance	Per Occurrence	\$1,000,000
Personal and Advertising Injury	Per Person Or Organization	\$1,000,000
Products - Completed Operations Aggregate	All Occurrences	\$2,000,000
General Aggregate (Other than Products - Completed Operations)	All Occurrences	\$2,000,000

Coverages		Limit
Directors And Officers Liability Coverage	Per Wrongful Act	\$1,000,000
	Aggregate	\$1,000,000

Important Notice: Restrictions, limitations and exclusions to the above scheduled underlying insurance (or any replacements thereof) will act as restrictions, limitations and exclusions to coverage A of this policy.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its Secretary and President

Secretary

President

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ARTICLES OF INCORPORATION

OF

MAJOR'S CHOICE HOMEOWNERS ASSOCIATION, INC.

THIS IS TO CERTIFY:

FIRST: That I, the subscriber, Mark A. Bennett, whose Post Office address is 403 North Adams Street, Havre de Grace, Maryland, 21078, being of full legal age, acting as incorporator, do hereby form a corporation pursuant to the General Laws of the State of Maryland.

SECOND: The name of the corporation (hereinafter called "the Association") is MAJOR'S CHOICE HOMEOWNERS ASSOCIATION, INC.

THIRD: The Association is not formed for profit or pecuniary gain of any sort inuring to the benefit of the members thereof or to any individuals or corporations. The purposes for which the Association is formed are as follows:

(1) Its general purpose is to provide for the maintenance and preservation of the real property described in a Declaration of Covenants and Restrictions (hereinafter called "Declaration") made by Major's, Inc., et al., dated January 3, 1986 and recorded among the Land Records of Harford County, Maryland, in Liber C.G.H. No. 1302, folio 535, and with respect to the real property therein described on Exhibit "A" and, when additional properties are annexed by supplemental declaration from the property shown on Exhibit "B" to provide for the maintenance of common areas, open space and storm water management facilities, to promote thereon the health, safety and welfare of the residents and to enforce the covenants and restrictions described above within the residential community of Major's Choice.

(2) For the general purpose aforesaid, the Association shall have the following specific purposes:

(a) To acquire by assignment or deed as the result of gift, purchase, or otherwise, and to own and hold the common areas and/or open space and to improve, operate, maintain, convey, sell, lease, transfer and dedicate to public use or otherwise deal with or dispose of the Storm Water Management Facilities and common areas and/or open space within the aforesaid community of Major's Choice, other real property, and such personal property as may be necessary or proper for the conduct of the affairs of the Association;

(b) To exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the aforesaid Declaration or supplemental declarations and as the same may be amended from time to time as therein provided; said Declaration being incorporated herein as if set forth at length;

(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 Association, including all licenses,

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taxes or governmental charges levied or imposed against the property of the Association;

(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 Association;

(e) To borrow or to raise money for any of the purposes of the Association, 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 members of each class of membership in the Association, voting separately thereon, 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 Association;

(f) To dedicate, sell or transfer all or any part of the Association's interest in the Storm Water Management Facilities and common areas and/or open space of the Association 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 made by an appropriate instrument signed by two-thirds (2/3) of the members of each class of membership in the Association, computed separately, agreeing to such dedication, sale or transfer;

(g) To participate in mergers and consolidations with other non-profit organizations, organized for the same purpose, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of each class of members of the Association;

(h) To add to Major's Choice as described in Exhibit A of the Declaration, at any time, and from time to time, any part of the Additional Property of Major's Choice as shown on Exhibit B of the Declaration (herein called "Additional Property"), without the consent of any of the members of the Association, and to add other additional residential property, common area and/or open space, provided that any addition of such other and additional residential property, common area and/or open space not shown on Exhibit B shall have the assent of the majority of the members of the Association present and voting in person or by proxy on the question;

(i) To have and to exercise any and all powers, rights and privileges which a corporation organized under the non-stock, non-profit corporation law of the State of Maryland by law may now or hereafter have or exercise, without limitation by the foregoing description of specific powers.

The Association is formed under the articles, conditions and provisions expressed herein and in the General Laws of this State. In no event, however, shall the Association: (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 or any statement for or against any such candidate; (iii) carry on any activity not permitted to be carried on by a corporation exempt from Federal Income Tax under Section 501(c)(4) of the Internal Revenue Code of 1954, or corresponding provisions of any future United States Internal Revenue law; or (iv) invest in or use any property in such a manner as to jeopardize its exemption from taxation under the aforesaid Section 501(c)(4) of

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the Internal Revenue Code of 1954, as now in force or hereafter amended.

✓ FOURTH: The post office address of the principal office of the Association in this State is 403 North Adams Street, Havre de Grace, Maryland, 21078. The name and post office address of the resident agent of the Association in this State are Mark A. Bennett, 403 North Adams Street, Havre de Grace, Maryland, 21078. Said resident agent is a citizen of the State of Maryland and actually resides therein.

FIFTH: The Association shall have three (3) directors, which number may be increased or decreased pursuant to the By-Laws of the Association, but shall never be less than three; and the names of the directors who shall act until their successors are duly chosen and qualify are: R. Burton Hawkins, Robert L. Wood, and Mark A. Bennett. No director need be a member of the Association.

SIXTH: The Association is not authorized or empowered to issue capital stock of any type or class. The Association is and shall be a membership corporation, and every person or entity who is a owner, as hereinafter defined, of a lot now or hereafter laid out or established in Major's Choice or any part of the Additional Property of Major's Choice brought within the jurisdiction of the Association. 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:

(1) Class A. Class A members shall be all Owners (except the Developer during such time as there shall be a Class B membership) of lots which are subject to assessment by the Association under the terms of this Declaration, and shall be entitled to one vote for each such lot so owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as the members among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

(2) Class B. The Class B member shall be the Developer, or its successors and assigns, if such successors or assigns should acquire two (2) or more undeveloped lots from the Developer for the purpose of development, and shall be entitled to three (3) votes for each lot owned.

(3) Conversion. The Class B membership shall cease and be converted to Class A membership upon the earlier to occur of the following two dates:

(a) The date on which the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B

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HARFORD COUNTY CIRCUIT COURT (Homeowners Association Records) CGH 1, p. 0161, MSA_CE486_1. Date available 04/11/2016. Printed 08/22/2016.

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membership, except when the provisions of Article II of the Declaration permit additional land to be annexed and such annexation may cause the total Class B votes to again exceed the total Class A votes, the Class B membership shall not be terminated under this paragraph; or

(b) January 1, 1993.

The term "owner", as used in these Articles, shall mean and include the person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding record title to a lot in Major's Choice or any part of the Additional Property of Major's Choice brought within the jurisdiction of the Association, subject by covenants of record to a lien for charges and assessments levied by the Association, 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 entirety, or tenancy in co-partnership, if the lot 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, 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 owner and shall be or become a single member of the Association by virtue of ownership of such lot.

If any single membership in the Association is comprised of two 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 votes, he, she, or it may cast the entire vote of the member and such act shall bind all.

The term "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

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performance of an obligation or payment of a debt. Membership in the Association shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

SEVENTH: The duration of the Association shall be perpetual. However, the Association may be dissolved only 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 Association, 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 Association, computed separately. Upon any dissolution of the Association, after discharge of all corporate liabilities, the Board of Directors shall dispose of the assets of the Association, by dedication thereof to an appropriate public agency to be used for purposes similar to those for which the Association was formed. In the event that such dedication is refused, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust or other organization as shall at the time qualify as an organization or organizations exempt from taxation under Section 501(c) of the Internal Revenue Code of 1954, or the corresponding provision of any future United States Revenue laws, 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 Association was formed.

EIGHTH: Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

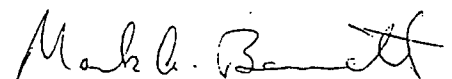
NINTH: As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: dedication of common areas and/or open space to the public; an amendment of the Declaration except by supplemental declaration, if the development of the land described in the supplemental declaration is to take place in accordance with any plans which may have been approved by those

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administrations; changes in the protective covenants as set forth in Article VIII of the Declaration; abandonment or termination of the Declaration; merger or consolidation of the Association entity or the sale, lease, exchange or transfer of substantially all of the assets of the Association to any other entity.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation and acknowledge the same to be my act on this 20th day of March, 1986.


Mark A. Bennett

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ARTICLES OF INCORPORATION
OF
MAJOR'S CHOICE HOMEOWNERS ASSOCIATION, INC.

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND MARCH 26, 1986 AT 08:20 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ 20

RECORDING
FEE PAID:

\$ 22

SPECIAL
FEE PAID:

\$

D2100931

TO THE CLERK OF THE COURT OF

HARFORD

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.



RECORDED IN THE RECORDS OF THE

STATE DEPARTMENT OF ASSESSMENTS

AND TAXATION OF MARYLAND IN LIBER FOLIO

REC'D A 198879
NO 48

APR 11 1986

LIBER 0001 FOLIO 0165

HARFORD COUNTY CIRCUIT COURT (Homeowners Association Records) CGH 1, p. 0165, MSA_CE486_1. Date available 04/11/2016. Printed 08/22/2016.

MAJOR'S CHOICE

DECLARATION OF COVENANTS AND RESTRICTIONS

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THIS DECLARATION, made this 3rd day of January, 1986 by MAJORS, INC., a Maryland corporation, hereinafter called Developer; GORDON DeGEORGE and THOMAS M. SCOTT, III, Trustees for Union Trust Company of Maryland, and UNION TRUST COMPANY OF MARYLAND, a banking institution, hereinafter collectively referred to as "Lenders"; and LOGOS CONSTRUCTION COMPANY, a Maryland corporation, H. ALLEN FYLE, SR. and FRANCES MARIE FYLE, his wife, and HARBOR HOMES, INC., a Maryland corporation, hereinafter collectively referred to as "Lot Owners",

WITNESSETH:

WHEREAS, Developer and Lot Owners are the owners of the real property described in Exhibit A of this Declaration and the Developer desires to create thereon a planned community with permanent open spaces for the benefit of the said community and the Lot Owners concur with that desire; and

WHEREAS, on September 19, 1985, Logos Construction Company purchased by deed from the Developer Lot Nos. 212 and 213, as shown on a plat entitled "Final Plat Five - Phase One, Major's Choice", which deed is recorded among the Land Records of Harford County in Liber H.D.C. No. 1289, folio 416, and although no Declaration was recorded at that time, agreed to join in the Declaration for the purpose of subjecting those lots to the terms and conditions of the Declaration, and joins in this Declaration for that purpose; and

WHEREAS, on October 18, 1985, H. Allen Fyle and Frances Marie Fyle, his wife, purchased by deed from the Developer Lot Nos. 234 and 235, as shown on a plat entitled "Final Plat Two - Phase One, Major's Choice", which deed is recorded among the Land Records of Harford County in Liber C.G.H. No. 1291, folio 705, and although no Declaration was recorded at that time, agreed to join in the Declaration for the purpose of subjecting those lots to the terms and conditions of the Declaration, and join in this Declaration for that purpose; and

WHEREAS, On November 27, 1985, Harbor Homes, Inc. purchased by deed from the Developer Lot Nos. 207 and 208, as shown on a plat entitled "Revised Final Plat Five - Phase One, Major's Choice", which deed is recorded among the Land Records of Harford County in Liber C.G.H. No. 1298, folio 475, and although no Declaration was recorded at that time, agreed to join in the Declaration for the purpose of subjecting those lots to the terms and conditions of the Declaration, and joins in this Declaration for that purpose; and

WHEREAS, Developer desires and the Lot Owners join in to provide for the preservation and enhancement of the property values, amenities and opportunities in said community and for the maintenance of the Properties and the improvements thereon, and to this end desire to subject the real property described in Exhibit A to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, for the efficient preservation of the values and amenities in said community, the Developer intends to incorporate under the laws of the State of Maryland the Major's Choice Homeowners Association, Inc. and delegates and assigns to it the powers of owning, maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges hereinafter created, and

promoting the recreation, health, safety and welfare of the residents;
and

WHEREAS, the Trustees for Union Trust Company of Maryland are the Trustees of the Deed of Trust on the Property, described on the plats of Major's Choice for Final Plats One through and including Five of Phase One, as described hereinafter, from the Developer dated February 8, 1985, which is recorded among the Land Records of Harford County in Liber H.D.C. No. 1260, folio 1285. Union Trust Company is the holder of the Promissory Note secured by the Deed of Trust. The Lenders are joining in this Declaration for the purpose of subordinating the Deed of Trust to the legal operation and effect of this Declaration.

NOW, THEREFORE, the Developer, Lot Owners and Lenders declare that the real property described in Exhibit A is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I

Definitions

As used in this Declaration, the following terms shall have the meanings herein ascribed thereto, except to the extent otherwise expressly provided, or otherwise resulting from necessary implication. The terms herein defined are:

Section 1. Additional Property. "Additional Property" shall mean property other than that described in Exhibit A which may, from time to time, be added to the property pursuant to Article II hereof.

Section 2. Association. "Association" shall mean and refer to Major's Choice Homeowners Association, Inc., a Maryland non-profit corporation, its successors and assigns.

Section 3. Board. "Board" shall mean and refer to the Design Review Board of the Association.

Section 4. Common Areas. "Common Areas" shall mean and refer to and include those areas of land and improvements located thereon, designated as open space, storm water management facilities or such similar designations on any Plat of Major's Choice, as shown as an entirety or in sections, which are intended to be devoted to common use and enjoyment of all members of the Association, including particularly, but not by way of limitation, open space, flood plain, passive recreational areas, storm water management facilities and other facilities and other related installations in, on, under or over any land or easement area. The Common Areas to be conveyed to the Association within a reasonable time after the conveyance of the last Lot and thereafter owned by the Association.

Section 5. Declaration. "Declaration" shall mean covenants, conditions and restrictions and all other provisions herein set forth in this entire document, as same may from time to time be amended.

Section 6. Developer. "Developer" shall mean and refer to Majors, Inc., the successor to all or substantially all of its business of developing the Property, or any of its assigns who are expressly granted rights of the Developer in conjunction with a conveyance of a portion of the Property.

Section 7. Lot or Lots. "Lot" or "Lots" shall mean and refer to and include one or more of the numbered subdivided parcels for use

with a single-family or townhouse dwelling, as shown on any Plat of Major's Choice, with the exception of roads and the Common Areas.

Section 8. Member. "Member" shall mean and refer to members of the Association, as defined under its Articles of Incorporation and By-Laws.

Section 9. Mortgage or Mortgagee. "Mortgage" shall mean and refer to and include a mortgage, deed of trust or other conveyance in the nature of a mortgage; and "Mortgagee" shall mean and refer to and include the grantee named in a mortgage or other conveyance in the nature of a mortgage, the beneficiary or creditor secured by any deed of trust, and the heirs, personal representatives, successors and assigns of such grantee, beneficiary or creditor.

Section 10. Owner or Record Owner. "Owner" or "Record Owner" shall mean and refer to and include the person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding record title to a single-family or townhouse Lot, 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 Lot is held in such real property tenancy or partnership relationship. If more than one person, firm, corporation, trustee, or other legal entity 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 Association by virtue of ownership of such Lot. The term "Owner" or "Record Owner", however, shall not mean, refer to or include any contract purchaser, nor the owner of any redeemable ground rent issuing out of any Lot, nor shall it include any mortgagee named in any mortgage covering any Lot designed solely for the purpose of securing performance of an obligation or payment of a debt.

Section 11. Plat of Major's Choice. "Plat of Major's Choice" shall mean and refer to and include any and all final subdivision plats entitled "Final Plat One, Phase One", "Final Plat Two, Phase One", "Final Plat Three, Phase One", "Final Plat Four, Phase One" and "Final Plat Five, Phase One", prepared by Morris & Ritchie Associates, Inc. which are recorded in the Land Records of Harford County in Plat Book H.D.C. No. 52, Folio 59 through and including 63, respectively, as revised, from time to time, and "Final Plat One, Phase Two", which is recorded in the Land Records of Harford County in Plat Book C.G.H. No. 53, folio 60, as revised, from time to time.

Section 12. Properties. "Properties" shall mean and refer to all real property which is made subject to this Declaration, together with such other real property as may, from time to time, be added thereto pursuant to Article II hereof.

Section 13. Property. "Property" shall mean and refer to all of the real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration as more particularly described in Exhibit A, together with the buildings and improvements thereupon erected, made or being, and all and every right to the alleys, ways, waters, privileges, appurtenances and advantages to the same belonging, or anywise appertaining.

Section 14. Supplemental Declaration. "Supplemental Declaration" shall mean and refer to any Declaration of Covenants, Conditions and Restrictions which may be recorded by the Developer which extends the provisions of this Declaration to the properties described on Exhibit B hereto or other additional property and which contains such complementary provisions for such additional property as are herein required by this Declaration.

ARTICLE IIPROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the Third Election District of Harford County, Maryland, and is more particularly described in Exhibit A.

Section 2. Additions to Existing Property. Added properties may become subject to this Declaration in the following manner:

(a) Additions by the Developer. The Developer shall have the right, but not the duty, to bring within the scheme of this Declaration additional properties in future stages of development which are a portion of those lands illustrated in Exhibit B or which are contiguous to the lands illustrated in Exhibit B. For this purpose, contiguous shall mean adjacent or both sides of an area dedicated to public use.

(b) Other Additions. Notwithstanding the foregoing, additional lands not illustrated in Exhibit B may be annexed to the Property upon approval in writing of the Developer and of the Association, pursuant to a majority of votes of the Members present and voting in person or by proxy on the question. If required by FHA and/or VA, the written approval of the annexation shall be acquired from such agencies.

The additions authorized under subsections (a) and (b) shall be made by the recording of one or more Supplemental Declarations of Covenants, Conditions and Restrictions with respect to the Additional Property, which shall extend the scheme of covenants and restrictions of the Declaration to such land and thereby subject such land to the effect of the Declaration.

(c) Mergers. The property, rights and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Property except as hereinafter provided.

ARTICLE IIIProperty Rights

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

(a) The right of the Association to levy annual and special assessments for the maintenance, care or improvement of the Common Area.

(b) The right of the Association to dedicate or transfer, in fee, all or any part of the Common Area to any public authority, agency or utility for such purposes and subject to such conditions as may be agreed to by the members. Transfers of utility easement shall be made pursuant to Article VIII, Section 3 of the Declaration and

shall not require approval of each class of members, as set forth hereinafter. No such dedication or transfer, in fee, shall be effective unless an appropriate instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer shall have been recorded.

(c) The right of the Association to establish uniform rules, regulations and guidelines pertaining to the use of the Common Area.

(d) The right of the Developer (and its sales agents, representatives and invitees) to the non-exclusive use of the Common Area for office, construction, display, sales and exhibit purposes, which right the Developer hereby reserves, shall terminate with respect to the Common Area upon the sale and settlement of the last lot within the Properties illustrated on Exhibit B, as annexed, from time to time, or January 1, 1996, whichever event shall first occur.

Section 2. Delegation of Use. Any member may delegate his right of enjoyment to the Common Area and structures which might in the future be constructed thereon to the members of his family, and to his guests or tenants, subject to such rules and regulations as the Board of Directors may from time to time adopt, provided, however, that there shall be no abrogation of the duty of any member to pay assessments as provided in ARTICLE VI of this Declaration.

Section 3. Title to Common Area. Title to the Common Areas shall be conveyed to the Association at the time of the sale and settlement of the last lot which is located within the Properties illustrated on Exhibit B, as annexed, from time to time, which are to be developed for single-family or townhouse dwelling use, free and clear of all liens and encumbrances. The Developer shall provide, at its cost, an owner's title policy to the Association for the Common Areas conveyed. However, the Common Area will be conveyed to the Association no later than ten (10) years from the date of recording of this Declaration and may be conveyed prior thereto at the sole option of the Developer.

ARTICLE IV

Membership and Voting Rights

Section 1. Members. Every Owner of a lot shall be a member of the Association as designated in Section 2 of this ARTICLE IV. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. Membership Classes and Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners (except the Developer during such time as there shall be a Class B membership) of lots which are subject to assessment by the Association under the terms of this Declaration, and shall be entitled to one vote for each such lot so owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as the members among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member shall be the Developer, or its successors and assigns, if such successors or assigns should acquire two (2) or more undeveloped lots from the Developer for the purpose of development, 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 upon the earlier to occur of the following two dates:

(a) The date on which the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, except when the provisions of Article II hereof permit additional land to be annexed and such annexation may cause the total Class B votes to against exceed the total Class A votes, the Class B membership shall not be terminated under this paragraph; or

(b) January 1, 1993.

ARTICLE V

Maintenance

Section 1. Common Areas. The Association shall, after conveyance of the Common Areas to it, be responsible for the care and maintenance of the Common Areas, including both interiors and exteriors of any structures which might, in the future, be erected thereon; and shall also be responsible for the care, maintenance and replacement of property so constructed and including rights-of-way dedicated to an appropriate governmental or quasi-governmental group or utility company where such group or company has not agreed to care for and maintain said property.

Section 2. Individual Lots. Except as otherwise provided herein, or on the Plat of Major's Choice, the Owner of each lot shall be responsible for the care, maintenance and repair of his lot, and all improvements situate thereon, therein and thereunder.

ARTICLE VI

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessment. The Developer, for each lot owned within the Property, upon which a single-family or townhouse residential dwelling has been completed, hereby covenants and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (i) annual assessments and charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. If a delinquency occurs in the payment of annual and/or special assessments, which delinquency is not cured within sixty (60) days after the due date, said assessment(s), together with interest at the rate of twelve percent (12%) per annum, and costs of collection and reasonable attorneys' fees, if any, shall be a charge on the land, and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, and the costs of collection and reasonable attorneys' fees, if any, shall also be the personal obligation of the person who was the Owner of such lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title, unless expressly assumed by them by written agreement. Nothing herein contained shall be construed to affect the validity of the lien or the remedies available to the Association as set forth in Sections 8 and 9 hereof.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Major's Choice subdivision, for the improvement and maintenance of the Common Area, walkways, storm water management facilities and other related items, and for such reserves and for such purposes as shall be determined by the Association.

Section 3. Maximum Annual Assessments.

(a) Beginning January 1, 1987, the maximum annual assessment for Owners of single-family dwelling lots shall be One Hundred Twenty Dollars (\$120.00) per Lot and for townhouse dwelling lots shall be One Hundred Eighty Dollars (\$180.00) per Lot, payable in full on January 1 of each year. The basis for different assessments for different classes of dwelling units is that the open space associated with the townhouse portion of the Major's Choice Subdivision will be maintained by the Association, while the single-family lots will be maintained by the Lot Owners. The difference in the amount of the assessments takes the cost of maintenance into account.

(b) From and after January 1, 1988, by majority vote of the Board of Directors, the maximum annual assessments may be increased each year above the maximum assessments for the previous year by not more than the percentage of increase in the cost of living as established in the Consumer Price Index or similar Index as reported by the Department of Commerce and selected by the Board of Directors. Any such increase must bear the same proportionate difference between single-family and townhouse dwelling assessments as set forth in Section 3(a) above. For example, if the cost of living increase was 10%, the single-family assessment will increase \$12.00 and the townhouse assessment will increase \$18.00.

(c) From and after January 1, 1988, the maximum annual assessments may be increased above the percentage of increase in the cost of living as established in the Consumer Price Index or similar Index aforesaid, as previously selected by the Board of Directors, by a vote of two-thirds (2/3) of the Members who are voting in person or by proxy, at a meeting duly called for this purpose, as provided in ARTICLE VI, Section 4, herein. Any such increase must bear the same proportionate difference between single-family and townhouse dwelling assessments as set forth in Section 3(a) above.

(d) The Board of Directors may fix the annual assessments at an amount not in excess of the maximums as hereinbefore set forth.

(e) Notwithstanding anything contained in this Declaration to the contrary, the Developer shall, beginning January 1, 1987, be obligated to pay for the lots which it owns which are then eligible for the issuance of a building permit by Harford County and are unoccupied, twenty-five percent (25%) of the established annual or special assessment. For example, if the Assessment for lots in a particular year is \$120.00 per year, Developer shall pay \$30.00 per year for each lot so improved.

Section 4. Notice for Any Action Authorized Under Section 3. Written notice of any meeting called, in accordance with the By-Laws of the Association, for the purpose of taking any action authorized under Section 3 or Section 6 of this ARTICLE VI shall be mailed, first class, to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting.

Section 5. Special Assessment for Capital Improvement. In addition to the annual general assessment authorized above, the Association may levy in any assessment year a special general assessment applicable to that year and not more than the next five succeeding years 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 Area, including fixtures and personal property related thereto. This special assessment may be fixed and become effective by an affirmative vote of two-thirds (2/3) of the Members who are voting in person or by proxy at a meeting duly called for this purpose, as provided in Article VI, Section 4, hereof.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein with respect to the Property described in Exhibit A shall commence and are due as to all Members on the first day of January, 1987. The first annual assessment as to a lot shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each member at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed, first class, to every Owner subject thereto. The failure of the Board of Directors to act within the times specified shall not, however, relieve any Owner of his obligation to pay assessments hereunder. The due dates shall be established by the Board of Directors and may be collected in installments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth that the assessments on a specified lot have been paid and any such properly executed certificate shall be binding upon the Association.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within sixty (60) days after the due date shall be delinquent and may upon resolution of the Board of Directors bear interest from the due date at twelve percent (12%) per annum on the unpaid assessment. If the Board of Directors has provided for collection of assessments in installments, upon default in the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or the Association may foreclose the lien against the lot. In the event the Association brings an action at law against an Owner, it shall be entitled to, as part of any judgment against the Owner, interest at a rate of twelve percent (12%) per annum on the unpaid assessment, court costs and reasonable attorneys' fees. In the event a lien is enforced and foreclosed by the Association, it may be done in the same manner and subject to the same requirements, as the foreclosure of mortgages or deeds of trust on real property in Maryland containing a power of sale, or an assent to a decree. Suit for any deficiency following foreclosure may be maintained in the same proceeding and suit to recover a money judgment for unpaid charges may be maintained without waiving the lien during the same period. No action may be brought to foreclose the lien except after twenty (20) days' written notice to the current owner of the lot given by registered mail, return receipt requested. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 8. Subordination of the Lien to Taxes and First Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien for taxes imposed by any lawful authority and shall not be valid as against a bona fide purchaser or a bona fide mortgagee of the Lot in question unless a suit to enforce said lien shall have been filed in a Court of record in Harford County prior to the recordation among the Land Records of Harford County of a deed or mortgage conveying the Lot in question to such purchaser subjecting the same to such mortgage. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII

Architectural Control

Section 1. The Design Review Board. A Design Review Board consisting of three or more persons shall be appointed by, and serve

at the pleasure of, the Developer. At such time as the Developer's rights and obligations under the Declaration cease, the Board shall be appointed by the Board of Directors. Members of the Board may be non-members of the Association.

Section 2. Purpose. The Board shall regulate the external design, appearance, use, location and maintenance of the Property and Properties and of improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. The Design Review Board shall have no authority regarding the design, house selection or location upon construction, with such rights being solely retained by the Developer.

Section 3. Conditions. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any property or the improvement located thereon from its natural or improved state existing on the date such property was first conveyed in fee by the Developer to an Owner or to the Association shall be made or done without the PRIOR WRITTEN APPROVAL of the Board, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence, or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written approval of the Design Review Board.

Section 4. Procedures.

(a) The Owner shall submit to the Board in care of Mark A. Bennett, 403 N. Adams Street, Havre de Grace, Maryland 21078, or his designee, in writing, sent by certified mail, return receipt requested, an application containing a detailed statement of the proposed changes or improvements to any lot or to the exterior of the dwelling, describing or showing the nature, kind, shape, height, materials and locations of the changes or improvements to be made. All details and information required by the Board must be supplied in the Owner's application to the Board. The name, address and home and business phone numbers must be included. Incomplete applications will be returned to the Owner and will not be deemed received by the Board as specifically set forth in the procedures for making applications.

(b) All applications shall be deemed received by the Board on the date of the actual receipt of a complete application. All applications shall be acted upon by the Board within thirty (30) days after complete written plans and specifications have been received by it. The Board shall have the sole discretion to determine when an application is complete. Incomplete applications may be disapproved for that reason alone.

(c) The Design Review Board may disapprove any application for one or more of the following reasons:

(1) That the request is contrary to any restriction of this Declaration or any public law or regulation.

(2) Objection to the exterior design, color, appearance or materials to be used in the improvements.

(3) Objection to the location of the improvement on the Lot as it would relate to other Lots or uses in the vicinity.

(4) Objection to the color, finish, proportion, style of architecture, height, bulk or appropriateness of the improvement.

(5) For any other reasons which would interfere with the harmonious relationship among existing or proposed structures, the

natural vegetation and topography of the community or which adversely affects property values in the vicinity of the improvement.

(d) The Owner shall be promptly notified, in writing, by the Board of its decision within ten (10) days of its decision. The written notice of the decision shall state the nature of the request, the reasons for the decision, and whether the application has been approved or disapproved.

(e) In the event the Board fails to act on an application within thirty (30) days after receipt of a completed application by the Board, the request shall be deemed to be approved. The ten-day notice provision set forth in (d) above is, in addition to the thirty (30) day period during which the Board must act.

(f) No work shall be commenced by the Owner until written Board approval has been received by the Owner or the expiration of the thirty (30) day period and the ten (10) day period set forth in the preceding paragraphs.

(g) All work approved by the Board shall be commenced within three (3) months of the date of the approval and completed within six (6) months thereafter and failure to do so will cause the approval to be null and void and of no further force and effect.

Section 5. Rules. The Board may adopt uniform rules for the regulation of fences, walls, accessory buildings, and all other site alterations for which the Board finds that uniform rules can be formulated. The rules may vary for different types of housing units or different areas, but shall apply uniformly to lots or units within the class or area so designated.

Section 6. Enforcement.

(a) The Board shall conduct periodic walk-throughs of the community for the purpose of determining if there exists any violations of the Declaration, and, if adopted, the Rules and Regulations.

(b) In the event an Owner is in violation, such Owner will be notified, in writing, by the Board of the specific violation. The "violation notice" shall state the specific violations and state that the Owner has thirty (30) days in which to correct the violations.

(c) If the Owner fails to correct the violations, the Board may, in the interest of the general welfare of all owners of the properties, enter upon any lot or the exterior of any dwelling at reasonable hours on any day except Sunday for the purpose of removing or correcting any violations or breach of any attempted violation of any of the covenants and restrictions or rules and regulations herein promulgated, or for the purpose of abating anything herein defined as a prohibited use or nuisance, provided, however, that no such action shall be taken without prior approval of the Board of Directors of the Association.

(d) In addition, the Association may exercise all rights and remedies provided it by law.

ARTICLE VIII

Use Of Property

Section 1. Protective Covenants.

(a) Nuisances. No nuisance shall be permitted to exist or operate upon any lot so as to be detrimental to any other property in the vicinity thereof or to its occupants.

(b) Restrictions on Further Subdivision. No Lot upon which a Living Unit has been constructed shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than the whole of any such Lot shall be conveyed or transferred by an Owner, provided that this shall not be construed to prohibit deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments.

(c) Noxious Activities. No noxious or offensive trade or activity shall be carried on upon any Lot or within any dwelling situate on a Lot, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or to other Owners of Lots.

(d) Animals. The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of the number, shall be and is hereby prohibited on any Lot or within any dwelling situate on any Lot, except for domestic pets such as dogs, cats and caged birds, provided that they are not kept, bred or maintained for commercial purposes. Notwithstanding the above, no dwelling and Lot may have kept in, on or around them more than two (2) dogs. No dog shall be permitted to run free or be kept tied or chained outside of the dwelling for an extended period of time, nor shall it create any annoyance or nuisance to the neighborhood or any other Lot Owner.

(e) Trash. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. The burning of trash shall not be permitted on any Lot. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection and they shall be kept in a clean and sanitary condition.

(f) Vehicles. No junk vehicle, commercial vehicle, travel trailer, trailer, house trailer, mobile home, recreational vehicle, camper, camp truck, boat or the like shall be kept upon any Lot unless it is placed in a garage and thereby not visible. Only one truck may be kept upon any Lot and it may not exceed 3/4 of a ton rated capacity.

(g) Temporary Structures. No structure of a temporary character, trailer, tent, shack, mobile home, barn or other outbuilding shall be constructed or maintained on any Lot at any time.

(h) Fences. Except for original construction, any fence constructed on the property shall be horizontal rustic, unfinished split rail or similar type fencing, as provided for in Article VII or as set forth in rules established pursuant to Article VII, Section 5 hereof, but in no event may it be chain link. Prior to erection of the fence, the Owner must make a written request for review and approval of the fence location and style by the Design Review Board as provided for in Article VII hereof. No fence shall extend in front of the rear building line of any dwelling. No fence may exceed four (4) feet in height. No privacy or Apache type fencing shall be permitted along any lot line; however, a tree or shrubbery buffer may be planted along the rear lot line which shall not be subject to the rear lot line height limitations set forth above. Notwithstanding the above, the developer, its successors and assigns, or the owners of townhouse dwellings may install behind the rear building line of the dwelling and parallel to its side yard, a wood, board on board privacy fence on each side of the rear yard, which may not exceed six (6) feet in height and eight (8) feet in length measured from the rear corners of the dwelling.

(i) Sheds. Notwithstanding the provisions of subparagraph (g) above, a shed may be constructed to be used for storage by the

Owner on the Lot. The shed shall be constructed of wood and shall be a color which is harmonious with the color of the dwelling. The shed shall not exceed 8 feet in width, 12 feet in length and 8 feet in height. Any shed constructed by any Owner of the Lot other than the Developer, its successors and assigns, shall be subject to the prior written approval of the Design Review Board pursuant to the provisions of Article VII. The Design Review Board may establish Rules and Regulations relating to sheds pursuant to Article VII, Section 5.

(j) Residential Use. All dwellings shall be used for private residential purposes exclusively and professional offices are prohibited from being maintained in or about a dwelling. The term "professional office" shall mean rooms or portions of the dwelling being used for office purposes for one or more members or employees of any recognized profession including, but not limited to, doctors, dentists, lawyers, architects, beauticians and insurance agents. This provision shall not apply to the Developer or its assigns during the construction and development of this Development. This provision does not apply to any buildings existing on the property or properties as of July 1, 1985.

(k) Signs. No signs of any character shall be erected, posted or displayed upon, in or about any Lot or dwelling situate upon any Lot, provided, however, that one temporary real estate sign not exceeding six (6) square feet in area may be erected upon any Lot or attached to any dwelling placed on the market for sale or rent. Upon settlement or rental of the property so advertised, the real estate sign must be immediately removed.

(l) Antenna. No outside television or radio aerial or antenna or other similar aerial, antenna for reception or transmission shall be maintained upon any lot or dwelling after cable television is made available to such lot or dwelling. The use or erection of a microwave or satellite T.V. receiver dish or any similar dish is prohibited at all times.

(m) Landscaping. No structure, planting or material other than driveways or sidewalks 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 which may change, obstruct or retard direction or flow of any drainage channels.

(n) Lease of Lot. Any lease agreement between an owner and a lessee shall provide that the terms of this lease are subject in all respects to the provisions of this Declaration, any appropriate Supplemental Declaration, the Articles of Incorporation and By-Laws of the Association, and that any failure of the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing.

Section 2. Maintenance of Property. Each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair and free of debris, 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.

Section 3. Utility Easements. There is hereby created utility easements as shown on any plat of Major's Choice upon, across, over, through, and under the above-described premises for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems including, but not limited to, water, sewers, gas, telephone, electricity, television, cable or communication lines and systems. By virtue of such easements, it shall be

expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in and under the roofs and exterior walls of said residences providing such company restores disturbed areas to the condition in which they were found. These easements shall in no way affect any other recorded easements on said premises. After the conveyance of the Common Area affected by the easement to the Association, it shall have the exclusive power to grant or convey utility easements upon, across, over, through and under such Common Area, whether general or limited, for the construction of any utility lines or systems to serve the Properties or other adjacent property not part of the Properties.

Section 4. Developer's Easement to Correct Drainage. For a period of seven (7) years from the date of conveyance of the first Lot in the Property, the Developer reserves a blanket easement and right on, over and under the ground within the Property to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The Developer further reserves the right and easement to adjust curb boxes and sewer cleanouts until they are accepted by Harford County into its system. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Developer shall restore the affected property to its original condition as near as practicable. The Developer shall give reasonable notice of intent to take such action to all affected Owners, unless, in the opinion of the Developer, an emergency exists which precludes such notice. This provision shall not be construed as an agreement by the Developer to undertake any such work.

Section 5. Additional Rights of the Developer. In view of the fact that the construction of the Developer's development is one which will take the Developer several years to complete, the Developer, in addition to all rights reserved to it under this Declaration, and notwithstanding any other provision of the Declaration specifically reserves the right to use any and all portions of the Property, including Common Area which may have previously been conveyed to the Association for all reasonable purposes necessary or appropriate to the full and final completion of construction of the Major's Choice development. Specifically, none of the provisions concerning architectural control or use of the Property shall in any way apply to any aspect of the Developer's activities or construction, and notwithstanding any provisions of this Declaration, none of the aforesaid construction activities or any other activities associated with construction, sales management or administration of the Major's Choice development shall be deemed noxious, offensive or a nuisance. The Developer reserves the right to store materials, construction debris and trash during the construction period on the Property without keeping same in containers. The Developer will take reasonable steps to avoid unduly interfering with the beneficial use of the lots.

ARTICLE IX

Party Walls and Easements

The rights and duties of the Owners of townhouse dwellings with respect to party walls shall be governed by the following:

Section 1. General Rules of Law to Apply. Each wall which is constructed as a part of the original construction on the Lot and any part of which is placed on the dividing line between separate Lots, shall constitute a party wall, and to the extent not inconsistent herewith, the general rules of law regarding party walls and of

liability for property damage due to negligence or willful acts or omissions, shall apply thereto.

Section 2. Sharing of Repair and Maintenance and Destruction by Fire or Other Casualty. If any such party wall is damaged or destroyed by fire or other casualty or by some cause other than the act of one of the adjoining Owners, his agents, or family (including ordinary wear and tear and deterioration from lapse of time), then, in such event, both such adjoining Owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly, in proportion to their respective use of the party wall.

Section 3. Repairs of Damage Caused by One Owner. If any such party wall is damaged or destroyed through the act of one adjoining Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining Owner of the full use and enjoyment of such wall, then the first of such Owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly, without cost to the adjoining Owner.

Section 4. Other Changes. In addition to meeting the other requirements of these restrictive covenants and of any building code or similar regulations or ordinances, any Owner proposing to modify, make addition(s) to or rebuild his residence in any manner which requires the extension or other alteration of any party wall, shall first obtain the written consent of the adjoining Owner.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Dispute. In the event of a dispute between Owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of the cost thereof, then, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors who shall decide the dispute, and the decision of such Board of Directors shall be final and conclusive upon the parties.

Section 7. Encroachments. If any portion of a party wall shall encroach upon an adjoining Lot, by reason of settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same as long as the building stands, shall exist.

Section 8. Easements. Each townhouse Lot and townhouse dwelling shall be subject to easements to the benefit of the Owners of the adjoining and abutting lots and dwellings for the unobstructed and uninterrupted use of any and all pipes, ducts, flues, chutes, conduits, cables and wire outlets and utility lines of any kind, to easements for lateral support of adjoining and abutting dwellings, and to easements for the leadwalks and sidewalks serving adjoining and abutting dwellings.

ARTICLE X

Management

Section 1. Management Agent. The Board of Directors may employ for the Association a professional management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing. The Management Agent shall perform such duties and services as the Board of

Directors shall authorize in writing. If the standards and regulations of FNMA and/or FHLMC prohibit self-management by the Association and FNMA and/or FHLMC holds an interest in a first mortgage or deed of trust against any of the Lots, then no such self-management shall be undertaken by the Association, without the prior written consent and approval of all of the holders of the first mortgages of record on the Lots.

Provided that any Lot subject to this Declaration is then encumbered by a deed of trust or mortgage which is insured by the Federal Housing Administration or guaranteed by the Veterans Administration, and, provided further, that FHA and/or VA standards and regulations prohibit self-management of the Association, then no such self-management shall be undertaken by the Association without the prior written consent and approval of FHA or VA, as the circumstances may require.

Section 2. Duration of Management Agreement. Any management agreement entered into by the Association shall provide inter alia that such agreement may be terminated for cause by either party upon thirty (30) days' written notice thereof to the other party. The term of any such management agreement shall not exceed one (1) year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one (1) year periods.

Section 3. Limitation of Liability. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Area, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any member for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Area. No diminution or abatement of assessments, as herein elsewhere provided for, 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 Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE XI

General Provisions

Section 1. Enforcement. The Association, and/or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of five (5) years. For a period of five (5) years after the recording of this Declaration, the Developer may make any amendment required by the Federal Housing Administration and/or The Veterans Administration

as a condition of approval of the documents by execution of such amendment and filing in the Land Records of Harford County. After such five-year period, the Declaration may be amended during the first twenty (20) year period by an instrument signed by the Developer, if the Developer owns any lot, and by not less than seventy-five percent (75%) of the other Records Owners, and if the Developer does not own any lot, by not less than seventy-five percent (75%) of the Record Owners. Any amendment must be recorded in the Land Records of Harford County and takes effect immediately upon recordation.

Section 4. Federal Housing Administration and Veterans Administration Approval. As long as there is a Class B member and if any lot is security for a mortgage or deed of trust insured by the Federal Housing Administration or The Veterans Administration, the following actions will require the prior approval of the Federal Housing Administration and/or The Veterans Administration, as the case may be: dedication of Common Area to the Public; and amendment of this Declaration of Covenants, Conditions and Restrictions, except by the filing of a Supplemental Declaration of Covenants; if development of the land described in the Supplemental Declaration is to take place in accordance with any plans which may have previously been approved by the Federal Housing Administration or the Veterans Administration; or a change in the Protective Covenants as set forth in ARTICLE VIII (governed by the provisions of that ARTICLE); abandonment or termination of this Declaration or merger or consolidation of the Association with any other entity or the sale, lease or exchange or other transfer of all or substantially all of the assets of the Association to any other entity.

Section 5. Conflicts. In the case of any conflict between this Declaration, the Articles of Incorporation and the By-Laws of the Association, the Declaration shall control.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the day and year first above written.

ATTEST:

MAJORS, INC. ✓

Mark A. B. [Signature]

By R. Burton Hawkins
R. Burton Hawkins
President

WITNESS:

Carol [Signature]

Gordon DeGeorge
Gordon DeGeorge ✓

Carol [Signature]

Thomas M. Scott, III
Thomas M. Scott, III ✓

Trustees for Union Trust Company of Maryland

ATTEST:

UNION TRUST COMPANY OF MARYLAND

Pamela Shipps

By Thomas K. George

ATTEST:

LOGOS CONSTRUCTION COMPANY

Mark A. BennettBy James A. Fyle

WITNESS:

Cathy L. RyanH. Allen Fyle, Sr.Cathy L. RyanFrances Marie Fyle
Frances Marie Fyle

ATTEST:

HARBOR HOMES, INC.

Mark A. BennettBy Stephen Tsch KP

STATE OF MARYLAND, COUNTY OF HARFORD, to wit:

I HEREBY CERTIFY that on this 20th day of December, 1985, before me, a Notary Public in and for the State and County aforesaid, personally appeared R. BURTON HAWKINS, President of Majors, Inc., who did acknowledge the foregoing Declaration to be the act and deed of said corporation.

AS WITNESS my hand and Notarial Seal.

Elaine R. Naughton (SEAL)
Notary Public

My Commission Expires: 7/1/86STATE OF MARYLAND, CITY/COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY that on this 2nd day of Jan, 1986, before me, a Notary Public in and for the State and City/County aforesaid, personally appeared GORDON DeGEORGE, Trustee, who did acknowledge the foregoing Declaration to be the act and deed of Union Trust Company of Maryland.

AS WITNESS my hand and Notarial Seal.

Carol L. [unclear] (SEAL)
Notary Public

My Commission Expires: 7/1/86STATE OF MARYLAND, CITY/COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY that on this 2nd day of Jan, 1986, before me, a Notary Public in and for the State and City/County aforesaid, personally appeared THOMAS M. SCOTT, III, Trustee, who did

acknowledge the foregoing Declaration to be the act and deed of Union Trust Company of Maryland.

AS WITNESS my hand and Notarial Seal.

Carol K. [Signature] (SEAL)
Notary Public

My Commission Expires: 7/1/86

STATE OF MARYLAND, CITY/COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY that on this 3rd day of June, 1986, before me, a Notary Public in and for the State and City/County aforesaid, personally appeared Thomas O. Frech, President of UNION TRUST COMPANY OF MARYLAND, who did acknowledge the foregoing Declaration to be the act and deed of said Bank.

AS WITNESS my hand and Notarial Seal.

Carol K. [Signature] (SEAL)
Notary Public

My Commission Expires: 7/1/86

STATE OF MARYLAND, CITY/COUNTY OF Harford, to wit:

I HEREBY CERTIFY that on this 23rd day of December, 1985, before me, a Notary Public in and for the State and City/County aforesaid, personally appeared Thomas O. Frech, President of LOGOS CONSTRUCTION COMPANY, who did acknowledge the foregoing Declaration to be the act and deed of said corporation.

AS WITNESS my hand and Notarial Seal.

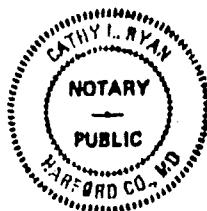
Elaine P. Slaughter (SEAL)
Notary Public

My Commission Expires: 7/1/86

STATE OF MARYLAND, COUNTY OF HARFORD, to wit:

I HEREBY CERTIFY that on this 24th day of December, 1985, before me, a Notary Public in and for the State and County aforesaid, personally appeared H. ALLEN FYLE, SR. and FRANCES MARIE FYLE, his wife, who did acknowledge the foregoing Declaration to be their act and deed.

AS WITNESS my hand and Notarial Seal.



Cathy L. Ryan (SEAL)
Notary Public

My Commission Expires: 7/1/86

STATE OF MARYLAND, CITY/COUNTY OF Harford, to wit:

I HEREBY CERTIFY that on this 31st day of December, 1985, before me, a Notary Public in and for the State and City/County aforesaid, personally appeared Stephen Toth, Vice President of HARBOR HOMES, INC., who did acknowledge the foregoing Declaration to be the act and deed of said corporation.

AS WITNESS my hand and Notarial Seal.

Elaine R. Slaughter (SEAL)
Notary Public

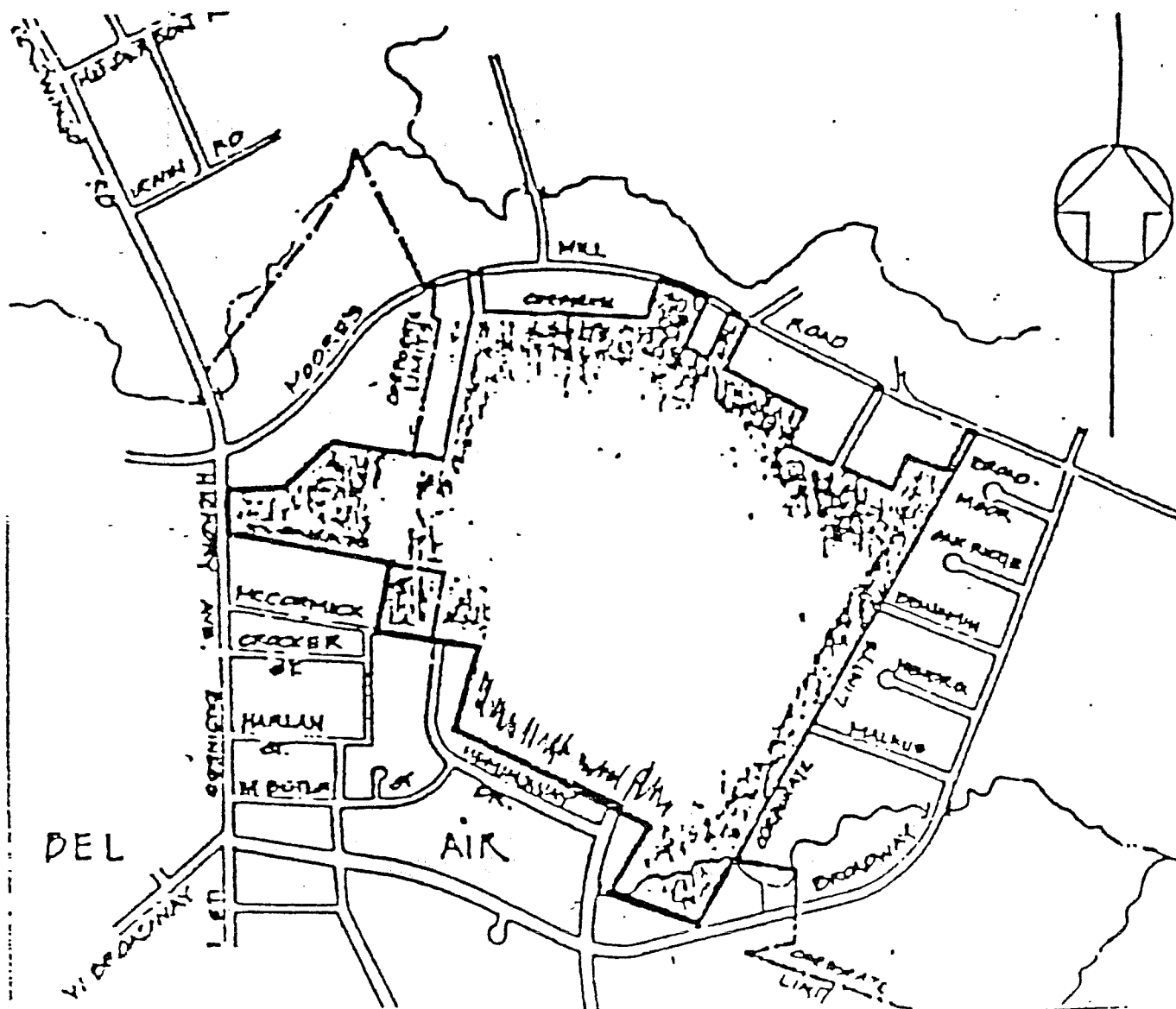
My Commission Expires: 7/1/86

EVSG
12/18/85

All of the land shown and designated on the Final Subdivision Plats entitled "Final Plat One, Phase One; Final Plat Two, Phase One; Final Plat Three, Phase One; Final Plat Four, Phase One; and Final Plat Five, Phase One", as revised from time to time, prepared by Morris & Ritchie Associates, Inc. which are recorded in the Land Records of Harford County in Plat Book H.D.C. No. 52, folios 59 through and including 63, respectively, as amended, and "Final Plat One, Phase Two", which is recorded in the Land Records of Harford County in Plat Book C.G.H. No. 53, folio 60.

EXHIBIT A

LIBER 1302 FOLIO 0554



REC'D - ENCLIPES CLH
NO 1302 535

1976 JAN -7 PM 2:34 EXHIBIT B

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LIEB 1302 FILE 9 555

MAJOR'S CHOICESUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION, made this 29th day of August, 1986, by MAJOR'S, INC., hereinafter called Developer.

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Exhibit A of this Supplemental Declaration and as shown on the following subdivision plats of Major's Choice: Final Plat One - Phase Three; Final Plat Two - Phase Three; Final Plat Three - Phase Three; Final Plat Four - Phase Three; Final Plat Five - Phase Three; and Final Plat Six - Phase Three, as prepared by Morris & Ritchie Associates, Inc., and recorded among the Plat Records of Harford County, Maryland, in Plat Book H.D.C. No. 54, folios 84, 83, 82, 81 and 80 and Plat Book H.D.C. No. 55, folio 66, respectively; and

WHEREAS, Developer intends that the property described in Exhibit A shall, in addition to being subject to the Major's Choice Declaration of Covenants and Restrictions dated January 3, 1986 and recorded among the Land Records of Harford County in Liber C.G.H. No. 1302, folio 535, prior hereto, be subject to the covenants, restrictions, easements, charges and liens as herein set forth.

NOW, THEREFORE: The Developer hereby declares that all of the property described in Exhibit A, together with such additions as may be hereafter made thereto as provided in Article I, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens as set forth in the Major's Choice Declaration of Covenants and Restrictions ("Declaration") dated January 3, 1986 and subject to the covenants, restrictions, easements, charges and liens set forth hereinafter.

REC FE 21.00

ARTICLE IProperty Subject to this Supplemental Declaration

#356230 C001 R01 T14:3

Section 1. Existing Property. The real property ("Property") which is, and shall be held, transferred, sold, conveyed and occupied subject to this Supplemental Declaration is located in the Third Election District of Harford County, Maryland, and is more particularly described on Exhibit A and also described and shown on the following subdivision plats of Major's Choice: Final Plat One - Phase Three; Final Plat Two - Phase Three; Final Plat Three - Phase Three; Final Plat Four - Phase Three; Final Plat Five - Phase Three; and Final Plat Six - Phase Three, as prepared by Morris & Ritchie Associates, Inc., and recorded among the Plat Records of Harford County, Maryland, in Plat Book H.D.C. No. 54, folios 84, 83, 82, 81 and 80 and Plat Book H.D.C. No. 55, folio 66, respectively.

REC FE 8.00

#356890 C003 R01 T15:

Section 2. Additions to Existing Property. Added lands which become part of the Property may become subject to this Supplemental Declaration by filing of record this Supplemental Declaration of Covenants and Restrictions with respect to additional property.

09/04,

ARTICLE II

09/04,

Parcel Assessments

Section 1. Purpose of Maintenance Assessments. Maintenance assessments shall be used exclusively to promote the health, safety and welfare of the residents to the Property as provided for in the Declaration, for the improvement and maintenance of the Common Areas as defined in the Declaration, storm water management facilities and

other related items and for such reserves and such purposes as shall be determined by the Major's Choice Homeowner's Association, Inc., a Maryland non-profit corporation ("Association").

Section 2. Method of Assessment. The maintenance assessment shall be levied by the Association against the owners of the Lots within the Property as described on Exhibit A and the related subdivision plats as provided for in the Declaration, and shall be collected and disbursed by the Association.

Section 3. Maximum Annual Assessments.

(a) Beginning January 1, 1987, the maximum annual assessment for owners of single-family dwelling lots shall be One Hundred Twenty Dollars (\$120.00) per Lot and for townhouse dwelling lots shall be One Hundred Eighty Dollars (\$180.00) per Lot, payable in full on January 1 of each year. The basis for different assessments for different classes of dwelling units is that the open space associated with the townhouse portion of the Major's Choice Subdivision will be maintained by the Association, while the single-family lots will be maintained by the Lot owners. The difference in the amount of the assessments takes the cost of maintenance into account.

(b) From and after January 1, 1988, by majority vote of the Board of Directors, the maximum annual assessments may be increased each year above the maximum assessments for the previous year by not more than the percentage of increase in the cost of living as established in the Consumer Price Index or similar Index as reported by the Department of Commerce and selected by the Board of Directors. Any such increase must bear the same proportionate difference between single-family and townhouse dwelling assessments as set forth in Section 3(a) above. For example, if the cost of living increase was 10%, the single-family assessment will increase \$12.00 and the townhouse assessment will increase \$18.00.

(c) From and after January 1, 1988, the maximum annual assessments may be increased above the percentage of increase in the cost of living as established in the Consumer Price Index or similar Index aforesaid, as previously selected by the Board of Directors, by a vote of two-thirds (2/3) of the Members of the Association who are voting in person or by proxy, at a meeting duly called for this purpose, as provided in ARTICLE VI, Section 4 of the Declaration. Any such increase must bear the same proportionate difference between single-family and townhouse dwelling assessments as set forth in Section 3(a) above.

(d) The Board of Directors may fix the annual assessments at an amount not in excess of the maximums as hereinbefore set forth.

(e) Notwithstanding anything contained in the Declaration and this Supplemental Declaration to the contrary, the Developer shall, beginning January 1, 1987, be obligated to pay for the lots which it owns which are then eligible for the issuance of a building permit by Harford County and are unoccupied, twenty-five percent (25%) of the established annual or special assessment. For example, if the Assessment for a lot in a particular year is \$120.00 per year, Developer shall pay \$30.00 per year for each lot so improved.

ARTICLE III

Protective Covenants

Section 1. Limitations on Use of Property. The Property made subject to this Supplemental Declaration shall be held, used and conveyed subject to the provisions of the Declaration. The

Declaration specifically provides for certain limitations on the use of the Property in Article VIII thereof.

Section 2. Architectural Control Rules, Regulations and Procedures. The Property made subject to this Supplemental Declaration shall be held, used and conveyed subject to provisions for architectural control relating to the Property and improvements erected thereon. The Declaration specifically provides for architectural control and procedures relating thereto in Article VII thereof. The Declaration provides for the Design Review Board, which regulates the external design, appearance, use, location and maintenance of the Property and improvements erected or to be erected thereon.

ARTICLE IV

General Provisions

Section 1. Enforcement. The Association and/or any owner of a lot shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Supplemental Declaration. Failure by the Association or by any owner of a lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Duration and Amendment. The covenants and restrictions of this Supplemental Declaration shall run and bind the land, for a term of twenty (20) years from the date this Supplemental Declaration is recorded, after which time they shall be automatically extended for successive periods of five (5) years. For a period of five (5) years after the recording of this Supplemental Declaration, the Developer may make any amendment required by the Federal Housing Administration and/or the Veterans Administration as a condition of approval of the documents by execution of such amendment and filing in the Land Records of Harford County. After such five-year period, this Supplemental Declaration may be amended during the first twenty (20) year period by an instrument signed by the Developer, if the Developer owns a lot, and by not less than seventy-five percent (75%) of the record owners of the lots on the Property described in Exhibit A, and if the Developer does not own any lot, by not less than seventy-five percent (75%) of the record owners of the lots on the Property described in Exhibit A. Any amendment must be recorded in the Land Records of Harford County and takes effect immediately upon recordation.


Section 3. Federal Housing Administration and Veterans Administration Approval. As long as there is a Class B member and if any lot located within the property described on Exhibit A is security for a mortgage or deed of trust insured by the Federal Housing Administration or the Veterans Administration, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration, as the case may be: dedication of the Common Area, defined in the Declaration, to the public; the amendment of this Supplemental Declaration of Covenants and Restrictions except by the filing of an additional or additional supplemental declarations of covenants and restrictions as set forth in Article VIII of the Declaration if development of the land described in a future supplemental declaration is to take place in accordance with any plans which may have previously been approved by the Federal Housing Administration or the Veterans Administration; a change in the Protective Covenants as set forth in Article VIII (governed by the provisions of that Article); or abandonment of this Supplemental Declaration or merger or consolidation of the Association with any other entity or the sale, lease or transfer of all or substantially all of the assets of that Association to any other entity.

Section 4. Conflicts. In the case of conflict between this Supplemental Declaration, the Declaration, the Articles of Incorporation and By-Laws of the Association, the Declaration shall control over all others and then the Supplemental Declaration shall control over the Articles of Incorporation and By-Laws of the Association.

IN WITNESS WHEREOF, the duly authorized officer of Developer has hereunto set his hand and seal the day and year first above written.

WITNESS:

MAJOR'S, INC.



By R. Burton Hawkins
R. Burton Hawkins
President

STATE OF MARYLAND, HARFORD COUNTY, to wit:

I HEREBY CERTIFY that on this 29th day of August, 1986, before me, a Notary Public in and for the State and County aforesaid, personally appeared R. BURTON HAWKINS and acknowledged himself to be the President of Major's, Inc., and as said President, did acknowledge the foregoing Supplemental Declaration of Covenants and Restrictions to be the act and deed of the corporation.

AS WITNESS my hand and Notarial Seal.

Sharon J. Beckler (SEAL)
Notary Public

My Commission Expires: July 1, 1990

STARK, MARSHALL AND CLINE
ATTORNEYS AT LAW
522 ROCK SPRING AVENUE
BEL AIR, MARYLAND 21014

37.393 acre parcel of land surveyed for Majors Inc. located on Moores Mill Road, 3rd Election District, Town of Bel Air, Harford County, Maryland.

BEGINNING for the same at a concrete monument heretofore set at the beginning of that tract or parcel of land conveyed by and described in deed from Majors Inc. to Majors Inc. dated February 11, 1985 and recorded among the land records of Harford County, in Liber H.D.C. 1261 Follo 23, and running thence binding on a part of the 1st line of said conveyance (1) South 29° 14' 43" West 856.72 feet to the end of the 11th or South 82° 31' 30" East 213.28 feet line of parcel number 6 described in the Deed of Trust between Majors Inc. and Gordon De George and Thomas M. Scott, III, Trustees, dated February 8, 1985, and recorded among the land records of Harford County, in Liber H.D.C. 1260, Follo 285. Thence binding reversely on the 11th through 4th lines of said parcel, eight courses viz: (2) North 82° 31' 30" West 213.28 feet (3) by a curve to the left in a Northeasterly direction of radius 460.00 feet, an arc distance of 78.39 feet, said arc being subtended by a chord bearing North 02° 35' 35" East 78.29 feet, (4) South 87° 42' 40" West 60.00 feet (5) by a curve to the right in a Southeasterly direction of radius 400.00 feet an arc distance of 18.60 feet said arc being subtended by a chord bearing South 00° 57' 23" East 18.60 feet, (6) North 89° 37' 25" West 119.68 feet, (7) North 12° 17' 30" East 25.00 feet, (8) South 87° 03' 03" West 268.99 feet, and (9) South 58° 10' 30" West 232.89 feet. Thence leaving parcel 6 running through and across the lands of Majors Inc., nineteen courses viz: (10) North 66° 53' 58" West 252.72 feet, (11) South 23° 06' 02" West 86.99 feet, (12) North 61° 12' 13" West 116.69 feet (13) by a curve to the left in a Northeasterly direction of radius 1237.55 feet an arc distance of 22.37 feet said arc being subtended by a chord bearing North 28° 16' 43" East 22.37 feet (14) North 62° 14' 22" West 60.00 feet (15) by a curve to the left in a Northeasterly direction of radius of 1187.55 feet an arc distance of 19.59 feet said arc being subtended by a chord bearing North 27° 17' 19" East 19.59 feet (16) North 63° 11' 04" West 115.00 feet (17) North 12° 44' 51" West 13.23 feet, (18) North 23° 06' 02" East 105.94 feet, (19) North 77° 58' 51" West 379.96 feet, (20) North 66° 49' 24" West 70.61 feet, (21) North 20° 30' 34" East 35.41 feet, (22) North 19° 26' 46" West 22.95 feet, (23) North 53° 01' 30" West 94.44 feet to a point on the Southeasterly right-of-way line of the 60 foot right-of-way heretofore laid out and known as Majors Choice Drive, thence binding thereon (24) by a curve to the left in a Southwesterly direction of radius of 750.00 feet, an arc distance of 19.23 feet said arc being subtended by a chord bearing South 36° 14' 26" West 19.23 feet thence crossing said right-of-way (25) North 54° 29' 39" West 60.00 feet, thence binding on the Northwesterly side thereof (26) by a curve to the right in a Northeasterly direction of radius 810.00 feet an arc distance of 271.62 feet, said arc being subtended by a chord bearing North 45° 06' 45" East 270.35 feet, thence leaving said right-of-way still running through and across the lands of Majors Inc. (27) North 25° 27' 01" West 153.01 feet and (28) North 77° 18' 25" West 402.15 feet to a point in and 336.61 feet from the end of the 25th or North 12° 41' 35" East 773.62 feet line of the aforesaid conveyance from Majors Inc. to Majors Inc. thence binding on a part of said line (29) North 12° 41' 35" East 336.61 feet, thence binding on the 26th through 31st lines

thereof six courses viz: (30) North 05° 19' 05" West 232.93 feet to a point in the centerline of Moores Mill Road, thence binding thereon (31) North 77° 25' 21" East 50.57 feet, thence leaving Moores Mill Road (32) South 05° 19' 05" East 42.83 feet and continuing this same direction (33) South 05° 19' 05" East 200.93 feet, thence (34) North 89° 12' 52" East 101.16 feet and (35) North 89° 11' 32" East 99.95 feet, thence binding on a part of the 32nd line of the last mentioned conveyance (36) North 89° 18' 07" East 169.41 feet to the end of the 24th on North 25° 27' 01" West 481.12 feet line of the partial release of mortgage between J. Hayden Reedy et al. and Majors Inc. dated November 14, 1985 and recorded among the land records of Harford County in Liber H.D.C. 1296, Folio 14, thence binding reversely on the 24th through 13th lines thereof twelve courses viz: (37) South 25° 27' 01" East 481.12 feet to a point in the Northeasterly right-of-way line of Majors Choice Drive aforesaid, thence binding thereon (38) South 65° 59' 04" West 18.46 feet, thence crossing said right-of-way (39) South 24° 00' 56" East 60.00 feet to a point in the Southeasterly right-of-way line thereof, thence binding thereon eight courses viz: (40) North 65° 59' 04" East 108.23 feet, (41) South 69° 00' 56" East 21.21 feet (42) North 65° 59' 04" East 60.00 feet (43) North 20° 59' 04" East 21.21 feet (44) by a curve to the left in a Northeasterly direction of radius 600.92 feet an arc distance of 326.26 feet, said arc being subtended by a chord bearing North 50° 25' 51" East 322.26 feet to a point of compound curvature (45) by a curve to the left in a Northeasterly direction of 1252.38 feet an arc distance of 219.72 feet said arc being subtended by a chord bearing North 29° 51' 03" East 219.44 feet to a point of tangency thence (46) North 24° 49' 30" East 52.68 feet and (47) North 70° 29' 58" East 21.46 feet to a point on the proposed right-of-way line of Moores Mill Road thence binding thereon (48) South 63° 49' 37" East 83.75 feet to a point in the 49th line of the aforesaid conveyance from Majors Inc. to Majors Inc. thence binding on the 49th through 67th lines thereof, nineteen courses viz: (49) South 24° 49' 30" West 197.10 feet, (50) South 66° 27' 41" East 199.82 feet, (51) South 71° 24' 38" East 84.93 feet, (52) South 67° 04' 06" East 99.91 feet, (53) South 31° 56' 27" West 200.00 feet, (54) South 67° 04' 33" East 140.00 feet, (55) South 60° 12' 33" East 130.93 feet, (56) North 31° 40' 51" East 384.80 feet and continuing in the same direction (57) North 31° 40' 51" East 35.07 feet to a point in the centerline of Moores Mill Road, thence binding thereon (58) South 64° 45' 17" East 50.90 feet thence leaving Moores Mill Road (59) South 31° 40' 51" West 40.87 feet and continuing in the same direction (60) South 31° 40' 51" West 385.45 feet, (61) South 66° 47' 46" East 114.36 feet (62) South 64° 53' 26" East 178.60 feet, (63) North 31° 40' 51" East 200.00 feet, (64) South 68° 21' 09" East 234.01 feet (65) North 29° 14' 43" East 243.49 feet to a point in the centerline of Moores Mill Road aforesaid, thence binding thereon (66) South 69° 32' 25" East 50.59 feet, thence leaving Moores Mill Road (67) South 29° 14' 43" West 30.71 feet to the beginning hereof CONTAINING 37.393 acres more or less

BEING part of that tract or parcel of land conveyed by and described in a deed from Majors Inc. to Majors Inc. dated February 11, 1985 and recorded among the land records of Harford County in Liber H.D.C. 1261, Folio 23.

EXHIBIT A

ADDITIONAL LANDS OF MAJOR'S CHOICE

All of the land located in the Town of Bel Air, Harford County, Maryland, as shown and designated on the final subdivision plats entitled, "Final Plat One - Phase Three"; "Final Plat Two - Phase Three"; "Final Plat Three - Phase Three"; "Final Plat Four - Phase Three"; "Final Plat Five - Phase Three"; and "Final Plat Six - Phase Three", as revised from time to time, prepared by Morris & Ritchie Associates, Inc., which plats are recorded among the Land Records of Harford County in Plat Book H.D.C. No. 54, folios 84, 83, 82, 81 and 80, and Plat Book H.D.C. No. 55, folio 66, respectively.

REC'D & RECORDED C611
NO. 1342 FOLIO 679

1986 SEP -4 PM 2:35

HARFORD CO.
CHARLES G. HIOB. III
CLERK

LIDER 1342 FOLIO 0685

48

SECOND SUPPLEMENTAL DECLARATION
OF COVENANTS AND RESTRICTIONS

THIS SECOND SUPPLEMENTAL DECLARATION, made this 13th
day of November, 1986, by MAJOR'S, INC., hereinafter
called Developer.

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Exhibit A of this Second Supplemental Declaration and as shown on the following subdivision plats of Major's Choice: Final Plat One ✓ Phase Four; Final Plat Two ✓ Phase Four; Final Plat Three ✓ Phase Four; Final Plat Four ✓ Phase Four; Final Plat Five ✓ Phase Four; and Final Plat Six ✓ Phase Four, as prepared by Morris & Ritchie Associates, Inc., as recorded among the Plat Records of Harford County, Maryland, in Plat Book H.D.C. No. 55, folios 112, 113, 114, 115, 116, and 117, respectively; and

WHEREAS, Developer intends that the property described in Exhibit A shall, in addition to being subject to the Major's Choice Declaration of Covenants and Restrictions dated January 3, 1986 and recorded among the Land Records of Harford County in Liber C.G.H. No. 1302, folio 535, prior hereto, be subject to the covenants, restrictions, easements, charges and liens herein set forth.

NOW, THEREFORE: The Developer hereby declares that all the property described in Exhibit A, together with such additions as may be hereafter made thereto as provided in Article shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Major's Choice Declaration of Covenants and Restrictions ("Declaration") dated January 3, 1986 and subject to the covenants, restrictions, easements, charges and liens set forth hereinafter.

ARTICLE I

Property Subject to this Second Supplemental Declaration

Section 1. Existing Property. The real property ("Property") which is, and shall be held, transferred, sold, conveyed and occupied subject to this Second Supplemental Declaration located in the Third Election District of Harford County, Maryland, and is more particularly described on Exhibit A also described and shown on the following subdivision plats of Major's Choice: Final Plat One - Phase Four; Final Plat Two - Phase Four; Final Plat Three - Phase Four; Final Plat Four - Phase Four; Final Plat Five - Phase Four; and Final Plat Six - Phase Four, as prepared by Morris & Ritchie Associates, Inc. and recorded among the Plat Records of Harford County, Maryland in Plat Book H.D.C. No. 55, folios 112, 113, 114, 115, 116, and 117, respectively.

Section 2. Additions to Existing Property. Added land which become part of the Property may become subject to this Second Supplemental Declaration by filing of record this Second Supplemental Declaration of Covenants and Restrictions with respect to additional property.

LIBER 1358 FOLIO 0050

ARTICLE II

Parcel Assessments

Section 1. Purpose of Maintenance Assessments. Maintenance assessments shall be used exclusively to promote the health, safety and welfare of the residents to the Property as provided for in the Declaration, for the improvement and maintenance of the Common Areas as defined in the Declaration, storm water management facilities and other related items and for such reserves and such purposes as shall be determined by the Major's Choice Homeowner's Association, Inc., a Maryland non-profit corporation ("Association").

Section 2. Method of Assessment. The maintenance assessment shall be levied by the Association against the owners of the Lots within the Property as described on Exhibit A and the related subdivision plats as provided for in the Declaration, and shall be collected and disbursed by the Association.

Section 3. Maximum Annual Assessments.

(a) Beginning January 1, 1987, the maximum annual assessment for owners of single-family dwelling lots shall be One Hundred Twenty Dollars (\$120.00) per Lot and for townhouse dwelling lots shall be One Hundred Eighty Dollars (\$180.00) per Lot, payable in full on January 1 of each year. The basis for different assessments for different classes of dwelling units is that the open space associated with the townhouse portion of the Major's Choice Subdivision will be maintained by the Association, while the single-family lots will be maintained by the Lot owners. The difference in the amount of the assessments takes the cost of maintenance into account.

(b) From and after January 1, 1988, by majority vote of the Board of Directors, the maximum annual assessments may be increased each year above the maximum assessments for the previous year by not more than the percentage of increase in the cost of living as established in the Consumer Price Index or similar Index as reported by the Department of Commerce and selected by the Board of Directors. Any such increase must bear the same proportionate difference between single-family and townhouse dwelling assessments as set forth in Section 3(a) above. For example, if the cost of living increase was 10%, the single-family assessment will increase \$12.00 and the townhouse assessment will increase \$18.00.

(c) From and after January 1, 1988, the maximum annual assessments may be increased above the percentage of increase in the cost of living as established in the Consumer Price Index or similar Index aforesaid, as previously selected by the Board of Directors, by a vote of two-thirds (2/3) of the Members of the Association who are voting in person or by proxy, at a meeting duly called for this purpose, as provided in ARTICLE VI, Section 4 of the Declaration. Any such increase must bear the same proportionate difference between single-family and townhouse dwelling assessments as set forth in Section 3(a) above.

(d) The Board of Directors may fix the annual assessments at an amount not in excess of the maximums as hereinbefore set forth.

(e) Notwithstanding anything contained in the Declaration and this Second Supplemental Declaration to the contrary, the Developer shall, beginning January 1, 1987, be

obligated to pay for the lots which it owns which are then eligible for the issuance of a building permit by Harford County and are unoccupied, twenty-five percent (25%) of the established annual or special assessment. For example, if the Assessment for a lot in a particular year is \$120.00 per year, Developer shall pay \$30.00 per year for each lot so improved.

ARTICLE III

Protective Covenants

Section 1. Limitations on Use of Property. The Property made subject to this Second Supplemental Declaration shall be held, used and conveyed subject to the provisions of the Declaration. The Declaration specifically provides for certain limitations on the use of the Property in Article VIII thereof.

Section 2. Architectural Control Rules, Regulations and Procedures. The Property made subject to this Second Supplemental Declaration shall be held, used and conveyed subject to provisions for architectural control relating to the Property and improvements erected thereon. The Declaration specifically provides for architectural control and procedures relating thereto in Article VII thereof. The Declaration provides for the Design Review Board, which regulates the external design, appearance, use, location and maintenance of the Property and improvements erected or to be erected thereon.

ARTICLE IV

General Provisions

Section 1. Enforcement. The Association and/or any owner of a lot shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Second Supplemental Declaration. Failure by the Association or by any owner of a lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Duration and Amendment. The covenants and restrictions of this Second Supplemental Declaration shall run and bind the land, for a term of twenty (20) years from the date this Second Supplemental Declaration is recorded, after which time they shall be automatically extended for successive periods of five (5) years. For a period of five (5) years after the recording of this Second Supplemental Declaration, the Developer may make any amendment required by the Federal Housing Administration and/or the Veterans Administration as a condition of approval of the documents by execution of such amendment and filing in the Land Records of Harford County. After such five-year period, this Second Supplemental Declaration may be amended during the first twenty (20) year period by an instrument signed by the Developer, if the Developer owns a lot, and by not less than seventy-five percent (75%) of the record owners of the lots on the Property described in Exhibit A, and if the Developer does not own any lot, by not less than seventy-five percent (75%) of the record owners of the lots on the Property described in Exhibit A. Any amendment must be recorded in the Land Records of Harford County and takes effect immediately upon recordation.

Section 3. Federal Housing Administration and Veterans Administration Approval. As long as there is a Class B member and if any lot located within the property described on Exhibit

A is security for a mortgage or deed of trust insured by the Federal Housing Administration or the Veterans Administration, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration, as the case may be: dedication of the Common Area, defined in the Declaration, to the public; the amendment of this Second Supplemental Declaration of Covenants and Restrictions except by the filing of an additional or additional supplemental declarations of covenants and restrictions as set forth in Article VIII of the Declaration if development of the land described in a future supplemental declaration is to take place in accordance with any plans which may have previously been approved by the Federal Housing Administration or the Veterans Administration; a change in the Protective Covenants as set forth in Article VIII (governed by the provisions of that Article); or abandonment of this Second Supplemental Declaration or merger or consolidation of the Association with any other entity or the sale, lease or transfer of all or substantially all of the assets of that Association to any other entity.

Section 4. Conflicts. In the case of conflict between this Second Supplemental Declaration, the Declaration, the Articles of Incorporation and By-Laws of the Association, the Declaration shall control over all others and then the Second Supplemental Declaration shall control over the Articles of Incorporation and By-Laws of the Association.

IN WITNESS WHEREOF, the duly authorized officer of Developer has hereunto set his hand and seal the day and year first above written.

ATTEST:

MAJOR'S, INC. ✓

By Mark A. Bennett
Mark A. Bennett
Vice-President

STATE OF MARYLAND, HARFORD COUNTY, to wit:

I HEREBY CERTIFY that on this 13th day of November, 1986, before me, a Notary Public in and for the State and County aforesaid, personally appeared MARK A. BENNETT and acknowledged himself to be Vice-President of Major's, Inc., and as said President, did acknowledge the foregoing Second Supplemental Declaration of Covenants and Restrictions to be the act and deed of the corporation.

AS WITNESS my hand and Notarial Seal.

Thayer L. Johnson
Notary Public

(SEAL)

My Commission Expires:

7/1/90

Return to:
Elwood V. Stark, Jr., Esquire
522 Rock Spring Avenue
Bel Air, MD 21014
(EVSJ;11/4/86)

LIBER 1358 FOLIO 0053

~~39.078 ACRE PARCEL OF LAND CONVEYED~~
MAJOR'S CHOICE DRIVE, 3RD ELECTION DISTRICT, TOWN OF BEL AIR,
HARFORD COUNTY, MARYLAND.

BEGINNING FOR THE SAME AT A POINT IN AND 270.00 FEET FROM THE BEGINNING OF THE TENTH OR NORTH 15° 29' 31" EAST 478.23 FEET LINE OF EXHIBIT A OF THAT TRACT OR PARCEL OF LAND CONVEYED BY AND DESCRIBED IN A DEED FROM MAJORS, INC. TO MAJORS, INC. DATED FEBRUARY 11, 1985 AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN LIBER H.D.C. 1261, FOLIO 23, AND RUNNING THENCE, BINDING ON A PART OF SAID TENTH LINE NORTH 15° 29' 31" EAST 208.23 FEET, THENCE BINDING ON THE ELEVENTH AND PART OF THE TWELFTH LINES OF SAID CONVEYANCE NORTH 80° 14' 46" WEST 235.82 FEET AND NORTH 80° 41' 22" WEST 282.50 FEET, THENCE LEAVING SAID OUTLINE CROSSING THE LANDS OF MAJORS, INC. AND BINDING IN PART ON THE SEVENTEENTH LINE OF THE AFORESAID CONVEYANCE FROM MAJORS, INC. TO MAJORS, INC. NORTH 12° 10' 49" EAST 335.99 FEET TO A POINT IN THE OUTLINE OF THAT TRACT OR PARCEL OF LAND CONVEYED BY AND DESCRIBED IN A DEED FROM CHESAPEAKE HOMES, INC. TO MAJORS, INC. DATED JUNE 14, 1985 AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN LIBER H.D.C. 1287, FOLIO 351, THENCE BINDING ON SAID OUTLINE AS NOW SURVEYED NORTH 81° 04' 10" WEST 590.29 FEET, THENCE LEAVING SAID OUTLINE BINDING REVERSELY ON THE FOURTH OR SOUTH 00° 55' 02" EAST 153.19 FEET LINE OF THAT TRACT OR PARCEL OF LAND CONVEYED BY AND DESCRIBED IN A DEED FROM MAJORS, INC. TO

"EXHIBIT A"

LIBER 1358 FOLIO 0054

39.078 ACRE PARCEL
SEPTEMBER 4, 1986
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BRUCE L. HAWKINS AND LYNN A. HAWKINS, HIS WIFE, DATED SEPTEMBER 20, 1985 AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN LIBER H.D.C. 1286, FOLIO 1002, NORTH $00^{\circ} 55' 02''$ WEST 153.19 FEET, THENCE BINDING IN PART ON THE OUTLINE OF THE CONVEYANCE FROM CHESAPEAKE HOMES, INC. TO MAJORS, INC. AFORESAID, AND IN PART ON THE TWENTY-FIRST OR NORTH $00^{\circ} 55' 02''$ WEST 47.15 FEET LINE OF THE AFORESAID CONVEYANCE FROM MAJORS, INC. TO MAJORS, INC. NORTH $00^{\circ} 55' 02''$ WEST 119.53 FEET, THENCE BINDING ON THE TWENTY-SECOND, TWENTY-THIRD, TWENTY-FOURTH AND PART OF THE TWENTY-FIFTH LINES OF THE LAST MENTIONED CONVEYANCE FOUR COURSES VIZ: NORTH $32^{\circ} 09' 22''$ EAST 206.69 FEET, NORTH $51^{\circ} 09' 19''$ EAST 144.44 FEET, SOUTH $81^{\circ} 41' 56''$ EAST 637.78 FEET AND NORTH $12^{\circ} 41' 35''$ EAST 437.00 FEET TO THE END OF THE TWENTY-EIGHTH OR NORTH $77^{\circ} 18' 25''$ WEST 402.15 FEET LINE OF EXHIBIT B, A PARTIAL RELEASE OF MORTGAGE, BETWEEN J. HAYDEN REEDY ET AL, AND MAJORS, INC. DATED AUGUST 20, 1986 AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN LIBER C.G.H. 1339, FOLIO 783, THENCE BINDING REVERSELY ON THE TWENTY-EIGHTH THROUGH TWELFTH LINE OF AFORESAID CONVEYANCE SEVENTEEN COURSES VIZ: SOUTH $77^{\circ} 18' 25''$ EAST 402.15 FEET, SOUTH $25^{\circ} 27' 01''$ EAST 153.01 FEET, TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF A 60 FOOT RIGHT-OF-WAY HERETOFORE LAID OUT AND KNOWN AS MAJOR'S CHOICE DRIVE, THENCE BINDING THEREON BY A CURVE TO THE LEFT IN A SOUTHWESTERLY DIRECTION OF RADIUS 810.00 FEET, AN ARC DISTANCE OF 271.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH $45^{\circ} 06' 45''$ WEST 270.35 FEET, THENCE

LIBER 1358 FOLIO 0055

39.078 ACRE PARCEL
SEPTEMBER 4, 1986
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CROSSING SAID RIGHT-OF-WAY SOUTH $54^{\circ} 29' 39''$ EAST 60.00 FEET TO A POINT ON THE SOUTHEASTERLY SIDE THEREOF, THENCE BY A CURVE TO THE RIGHT IN A NORTHEASTERLY DIRECTION OF RADIUS 750.00 FEET AN ARC DISTANCE OF 19.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH $36^{\circ} 14' 26''$ EAST 19.23 FEET, THENCE LEAVING SAID RIGHT-OF-WAY SOUTH $53^{\circ} 01' 30''$ EAST 94.44 FEET, SOUTH $19^{\circ} 26' 46''$ EAST 22.95 FEET, SOUTH $20^{\circ} 30' 34''$ EAST 35.41 FEET, SOUTH $66^{\circ} 49' 24''$ EAST 70.61 FEET, SOUTH $77^{\circ} 58' 51''$ EAST 379.96 FEET, SOUTH $23^{\circ} 06' 02''$ WEST 105.94 FEET, SOUTH $12^{\circ} 44' 51''$ EAST 13.23 FEET AND SOUTH $63^{\circ} 11' 04''$ EAST 115.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF A 50 FOOT RIGHT-OF-WAY HERETOFORE LAID OUT AND KNOWN AS HAYDEN WAY, THENCE BINDING THEREON BY A CURVE TO THE RIGHT IN A SOUTHWESTERLY DIRECTION OF RADIUS 1187.55 FEET, AN ARC DISTANCE OF 19.59 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH $27^{\circ} 17' 19''$ WEST 19.59 FEET THENCE CROSSING SAID RIGHT-OF-WAY SOUTH $62^{\circ} 14' 22''$ EAST 50.00 FEET TO A POINT ON THE SOUTHEASTERLY SIDE THEREOF, THENCE BINDING THEREON BY A CURVE TO THE RIGHT IN A SOUTHWESTERLY DIRECTION OF RADIUS 1237.55 FEET AN ARC DISTANCE OF 22.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH $28^{\circ} 16' 43''$ WEST 23.37 FEET, THENCE LEAVING SAID RIGHT-OF-WAY SOUTH $61^{\circ} 12' 13''$ EAST 116.69 FEET, THENCE LEAVING EXHIBIT B OF THE LAST MENTIONED PARTIAL RELEASE RUNNING THROUGH AND ACROSS THE LANDS OF MAJORS, INC. THREE COURSES VIZ: SOUTH $23^{\circ} 06' 02''$ WEST 65.64 FEET, SOUTH $39^{\circ} 59' 19''$ WEST 150.96 FEET, AND SOUTH $52^{\circ} 17' 14''$

LIBER 1358 FOLIO 0056

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SEPTEMBER 4, 1986

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EAST 169.45 FEET TO THE END OF THE FIFTEENTH OR NORTH 29° 29' 40" EAST 164.34 FEETLINE OF PARCEL ONE OF EXHIBIT A OF THE DEED OF TRUST BETWEEN MAJORS, INC. AND GORDON DE GEORGE AND THOMAS M. SCOTT III, TRUSTEES DATED FEBRUARY 8, 1985 AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN LIBER H.D.C. 1260, FOLIO 285, RUNNING THENCE BINDING REVERSELY ON THE FIFTEENTH AND PART OF THE FOURTEENTH LINES THEREOF SOUTH 29° 29' 40" WEST 164.34 FEET AND SOUTH 60° 05' 25" WEST 228.65 FEET, TO THE END OF THE ELEVENTH OR SOUTH 33° 37' 16" EAST 95.60 FEET LINE OF EXHIBIT A OF THE PARTIAL RELEASE OF MORTGAGE BETWEEN J. HAYDEN REEDY ET AL, AND MAJORS, INC. DATED AUGUST 20, 1986 AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN LIBER C.G.H. 1339, FOLIO 783, THENCE BINDING REVERSELY ON THE ELEVENTH THROUGH THIRD LINES THEREOF NINE COURSES VIZ: NORTH 33° 37' 16" WEST 95.60 FEET, SOUTH 56° 25' 40" WEST 110.00 FEET, TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF A 50 FOOT RIGHT-OF-WAY HERETOFORE LAID OUT AND KNOWN AS TROUT DALE TERRACE, THENCE BY A CURVE TO THE LEFT IN A NORTHWESTERLY DIRECTION OF RADIUS 469.31 FEET, AN ARC DISTANCE OF 146.67 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 42° 31' 30" WEST 146.08 FEET, THENCE CROSSING SAID RIGHT-OF-WAY SOUTH 38° 31' 17" WEST 50.00 FEET TO A POINT ON THE SOUTHWESTERLY SIDE OF SAID RIGHT-OF-WAY, THENCE BY A CURVE TO THE RIGHT IN A SOUTHEASTERLY DIRECTION OF RADIUS 419.31 FEET AN ARC DISTANCE OF 29.20 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 49° 29' 02" EAST 29.19 FEET, THENCE SOUTH 42° 30' 40" WEST 110.59

39.078 ACRE PARCEL
SEPTEMBER 4, 1986
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FEET, NORTH 53° 18' 42" WEST 28.48 FEET SOUTH 35° 03' 19" WEST
196.11 FEET AND NORTH 79° 52' 40" WEST 276.31 FEET TO THE
BEGINNING HEREOF

CONTAINING 39.078 ACRES MORE OR LESS
BEING PART OF THAT TRACT OR PARCEL OF LAND CONVEYED BY AND
DESCRIBED BY IN A DEED FROM MAJORS, INC. TO MAJORS, INC. DATED
FEBRUARY 11, 1985 AND RECORDED AMONG THE LAND RECORDS OF HARFORD
COUNTY IN LIBER H.D.C. 1261, FOLIO 23.

REC'D & RECORDED CGH
NO. 1358 FOLIO 50

1986 NOV 17 PM 3:18

HARFORD CO.
CHARLES G. HIOB. III
CLERK

LIBER 1358 FOLIO 0058

BY-LAWSOFMAJOR'S CHOICE HOMEOWNERS ASSOCIATION, INC.ARTICLE I

NAME AND LOCATION: The name of the corporation is Major's Choice Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the Association shall be at 403 N. Adams Street, Havre de Grace, Maryland 21078, 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

Section 1. Association. "Association" shall mean and refer to Major's Choice Homeowners Association, Inc., its successors and assigns.

Section 2. Common Area. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association. The Common Area to be owned by the Association as set forth in the Declaration shall be the land, except the Lots, as depicted on the appropriate Plats of Major's Choice (hereinafter defined). The Common Area includes, but is not limited to, open space, recreational areas and storm water management facilities.

Section 3. Declarant. "Declarant" shall mean and refer to Major's, Inc., its successors and assigns, if such successors and

assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 4. Declaration. "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions, dated January 3, 1986, by the Declarant, recorded among the Land Records of Harford County, Maryland, in Liber C.G.H. No. 1302, Folio 535, and any Amendments and/or Supplements thereto.

Section 5. Lot. "Lot" shall mean and refer to all numbered subdivided parcels shown on the Plat of Major's Choice as an area for a single-family and townhouse residential dwelling and shall not include drainage and/or utility easements or public streets or Common Area.

Section 6. Plat of Major's Choice. "Plat of Major's Choice" shall mean and refer to and include the plats entitled "Plat of Major's Choice, Final Plat One, Phase One, Final Plat Two, Phase One, Final Plat Three, Phase One, Final Plat Four, Phase One and Final Plat Five, Phase One," prepared by Morris & Ritchie Associates, Inc., and recorded among the Land Records of Harford County, Maryland, in Plat Book No. 52, Folio 59 through and including Folio 63, respectively, "Final Plat One, Phase Two", which is recorded among the Land Records of Harford County in Plat Book C.G.H. No. 53, Folio 60, and all other Plats hereafter recorded for the subdivision of Major's Choice into Lots to be used for single family and townhouse residential purposes.

Section 7. Property. "Property" shall mean and refer to and include the Premises, together with the buildings and improvements thereupon erected, made or being, and all and every rights to the alleys, ways, waters, privileges, appurtenances and advantages to the

same belonging, or in anywise appertaining, and such additions to such land, buildings, improvements, appurtenances and advantages as may hereafter be brought within the jurisdiction of the Association.

ARTICLE III

MEMBERSHIP

Section 1. Membership. Qualification for membership and the classes of membership shall be as defined in the Articles of Incorporation and the Declaration.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 1. Number. As of and after the first annual meeting of members, the affairs of the Association shall be managed by a Board of not less than three (3) Directors, nor more than seven (7) Directors, who need not be members of the Association. Prior to said meeting, the affairs of the Association shall be managed by the Directors named in the Articles of Incorporation, thereafter, the number of Directors shall be determined, from time to time, by the Board of Directors.

Section 2. Election. At the first annual meeting, the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years and one (1) director for a term of three (3) years. If additional Directors are added increasing the number to more than 3, the then Directors shall decide on the length of the terms of the additional Directors.

Section 3. Renewal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a

director. his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his 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 at a meeting by obtaining the written consent or approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

MEETING OF DIRECTORS

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

Section 2. Special Meeting. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two 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 VI

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 or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next 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 that are to be filled. Such nominations may be made from among members of non-members.

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 votes of the Class A members and the Class B members shall be combined. The persons receiving the largest number of total votes cast shall be elected. Cumulative voting is not permitted.

ARTICLE VIIPOWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) After the Developer's rights and obligations under the Declaration cease, shall, as needed from time to time, appoint members to the Design Review Board as defined in Article VII of the Declaration;

(b) 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;

(c) 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

(d) Employ a manager, an independent contractor and/or such other employees as they may deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to use its best efforts to:

(a) Cause to be kept a complete record of all its acts and corporate affairs;

(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 monthly assessment against each lot at least thirty (30) days in advance of each fiscal year, as set forth in Article VI, Sections 3 and 6 of the Declaration, and

(2) Send written notice of assessment to every Owner subject thereto at least thirty (30) days in advance of the first day of each fiscal year during which monthly assessments shall be levied, and

(3) Foreclose the lien against any property for which assessments are not paid within sixty (60) days after the due date and/or to bring an action at law against the Owner personally obligated to pay the same. The unpaid assessment shall bear interest from the due date at the rate of twelve percent (12%); any judgment obtained for such delinquent assessment shall include such reasonable attorneys' fees as may be fixed by the court together with the cost of the action.

(d) Issue, or to 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 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 the Common Area and all other property owned by the Association to be preserved, operated and maintained in good order and repair and to establish reserves for such purposes if they deem it appropriate to do so.

ARTICLE VIIICOMMITTEES

Section 1. Appointment. The Board of Directors shall appoint such committees as deemed appropriate in carrying out the purposes of the Association.

Section 2. Duties. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

ARTICLE IXMEETINGS OF MEMBERS

Section 1. Annual Meetings. The annual meetings of the members shall be held on the second Wednesday in December at the hour of 7:30 p.m., or such other time as may be determined by the directors. If the day for the annual meeting of the members is a Sunday or a legal holiday, the meeting will be held at the same hour of the first day following which is not a legal holiday. The first annual meeting shall take place no later than one year following the date of recording of the Declaration.

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 entitled to vote one-fourth (1/4) of the votes of the Class A or 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 (or such different notice period as specified for certain actions in the Declaration and/or Articles of Incorporation) 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 the agenda for the business to be transacted at the meeting. Such notice shall state that if a sufficient number of members to constitute a quorum or to approve or authorize the actions set forth in the notice are not in attendance, the members present at such meeting, in person or by proxy, may by majority vote call a further meeting of the members for the same purpose. Said notice shall further state that fifteen (15) days' notice of the time, place and purpose of such further meeting shall be given by advertisement inserted in a newspaper published in the county in which is located the principal office of the Association. Said notice shall further state that at such further meeting the members present, in person or by proxy, shall constitute a quorum and by majority vote of those present, in person or by proxy, may approve or authorize the proposed action or take any other action which might have been taken at the original meeting if a sufficient number of members had been present; and the notice of such further meeting shall so state.

Section 4. Quorum. The presence at the meeting in person or by proxy of one-fourth (1/4) of the members entitled to vote shall constitute a quorum for any action except as otherwise provided in the

Declaration, Articles of Incorporation or these By-Laws. If, however, such quorum shall not be present, in person or by proxy, or represented at any meeting, then, if the notice of such meeting stated that the procedure authorized by this Section 4 might be invoked, the members present at such meeting, in person or by proxy, may by majority vote call a further meeting of the members of the same purpose. Fifteen (15) days' notice of the time, place and purpose of such further meeting shall be given by advertisement inserted in a newspaper published in the county in which is located the principal office of the Association. At such further meeting, the members present, in person or by proxy, shall constitute a quorum and by majority vote of those present (unless a different percentage shall be required for any specific action in the Declaration, Articles of Incorporation or these By-Laws), in person or by proxy, may approve or authorize the proposed action and take any action which might have been taken at the original meeting if a sufficient number of members had been present; and the notice of such further meeting shall so state.

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.

Section 6. Votes. Except as provided in the Declaration or the Articles of Incorporation, the votes of the Class A and Class B members shall be combined, and all decisions shall be made by majority of the total votes cast, whether in person or by proxy.

ARTICLE XOFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president who shall be ex-officio members of the Board of Directors, a secretary and a treasurer and such other officers as the Board 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 following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless he 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.

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to

such vacancy shall serve for the remainder of the term of the officer he replaces.

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 of any of the other offices except in the case of special offices created pursuant to Section 4 of this ARTICLE.

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

President

(a) The president shall preside at all meetings of the Board of Directors and at all meetings of the members; shall see that orders and resolutions of the Board and the membership are carried out; shall sign all leases, mortgages, deeds and other written instruments; and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of 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.

Treasurer

(d) 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 co-sign all checks and promissory notes of the Association; keep proper books of account; cause an annual budget audit 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 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 XIBOOKS 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 XIICORPORATE SEAL

The seal of the Association shall be circular in form with the name of the Association and "Maryland" inscribed around the outer edge, and in the center shall be inscribed "Incorporated 1986".

ARTICLE XIIIAMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of members present (in person or by proxy) and voting, except that while there is a Class B member and if any lot is security for a mortgage or deed of trust insured by the Federal Housing Administration (F.H.A.) or the Veterans Administration (V.A.), the F.H.A. and/or the V.A., as the case may be, shall have the right to veto amendments.

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 begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

56' THIS DEED, made this 6th day of March, 1987, by and between MAJORS, INC., a Maryland corporation, sometimes hereinafter referred to as "Grantor", party of the first part, and MAJOR'S CHOICE HOMEOWNERS ASSOCIATION, INC., a Maryland corporation, sometimes hereinafter referred to as "Grantee", party of the second part,

WITNESSETH: That, for and in consideration of the sum of Zero Dollars (\$0.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, Majors, Inc. does hereby grant and convey unto Major's Choice Homeowners Association, Inc., all those lots or parcels of ground situate and lying in the Town of Bel Air, THIRD ELECTION DISTRICT of Harford County, Maryland, as described on Exhibit "A", attached hereto.

BEING a part of all of the land described in and conveyed by J. Hayden Reedy, Gordon C. Reedy, Clara E. Richardson, and J. Lester Reedy by Gordon C. Reedy, his attorney-in-fact, by virtue of a Power of Attorney dated September 21, 1984 and recorded among the Land Records of Harford County in Liber H.D.C. No. 1260, folio 256, all acting as Personal Representatives of the Estate of Orley G. Reedy, deceased, unto Majors, Inc., which deeds are recorded among the Land Records of Harford County in Liber H.D.C. No. 1260, folios 258, 262, 267, 271, 278, and 281, respectively.

TOGETHER WITH the buildings and improvements thereon and all of the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD said lot or parcel of ground unto the said Grantee, its successors and assigns, forever, in fee simple.

AND the said Grantor hereby covenants that it will warrant specially said property and will execute such other and further assurances of the same as may be requisite.

AS WITNESS the hand and seal of the duly authorized officer of Grantor.

ATTEST:

MAJORS, INC.

DEC 78 52.00

Myra L. Taylor

By *Mark A. Bennett* (SEAL)
Mark A. Bennett,
Vice President

WITNESSED AND FORWARDED BY ME

STATE OF MARYLAND, COUNTY OF HARFORD, to wit:

I HEREBY CERTIFY that on this 6th day of March, 1987, before me, a Notary Public in and for the State and County aforesaid, duly commissioned and qualified, personally appeared MARK A. BENNETT, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Deed, and acknowledged the following: that he is duly appointed and acting Vice President of Majors, Inc., Grantor herein; that as such, he is duly authorized by the corporation to execute this Deed on behalf of the corporation; that there is NO MONETARY

CONSIDERATION for this Deed; and that said Deed is the act of the corporation.

AS WITNESS my hand and Notarial Seal.

Sharon L. Bucklew (SEAL)
Notary Public

My Commission Expires:

July 1, 1990

Return to:
Elwood V. Stark, Jr., Esq.
522 Rock Spring Avenue
Bel Air, MD 21014
(EVSJ;3/6/87;1000)

AGRICULTURAL TRANSFER TAX IN THE
AMOUNT OF \$ None
IN FULL PAID TO THE STATE OF MARYLAND
ON 3/20/97 BY Elwood V. Stark, Jr.

(Property Not Presently On County
Vector & Color System 3/20/97 ear
Per _____)

ALL TAXES PAID
DEPT. OF THE TREASURY
BUREAU OF REVENUE COLLECTIONS
3/20/97 CR

EXHIBIT A

PARCEL NO. 1

4.887 ACRE OPEN SPACE SURVEYED FOR MAJOR'S INC., LOCATED ON MAJOR'S CHOICE DRIVE, 3RD ELECTION DISTRICT, TOWN OF BEL AIR, HARFORD COUNTY, MARYLAND.

BEGINNING FOR THE SAME AT THE SOUTHWESTERLY CORNER OF LOT 9 AS SHOWN ON FINAL PLAT THREE, PHASE THREE, MAJOR'S CHOICE AS RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN PLAT BOOK H.D.C. 54, FOLIO 82

SAID POINT OF BEGINNING BEING ON THE NORTHERLY SIDE OF A 60 FOOT RIGHT OF WAY HERETOFORE LAID OUT AND KNOWN AS SHAMROCK ROAD, THENCE LEAVING LOT 9 BINDING ON THE RIGHT OF WAY LINE OF SHAMROCK ROAD BY A CURVE TO THE LEFT IN A SOUTHWESTERLY DIRECTION OF RADIUS 460.00 FEET, AN ARC DISTANCE OF 15.00 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 89° 38' 59" WEST 15.00 FEET TO THE SOUTHEASTERLY CORNER OF LOT 8 AS SHOWN ON THE AFORESAID PLAT, THENCE BINDING ON LOTS 8 THROUGH 1 AS SHOWN ON FINAL PLATS THREE, AND FOUR, PHASE THREE, MAJOR'S CHOICE NINE COURSES VIZ: NORTH 00° 35' 03" EAST 129.12 FEET, SOUTH 79° 08' 25" WEST 94.82 FEET, SOUTH 87° 31' 04" WEST 76.67 FEET, NORTH 86° 59' 36" WEST 64.02 FEET, NORTH 73° 22' 32" WEST 64.02 FEET, NORTH 59° 45' 28" WEST 64.02 FEET, NORTH 46° 08' 24" WEST 64.02 FEET, NORTH 41° 14' 38" WEST 65.98 FEET, AND NORTH 32° 38' 33" WEST 99.38 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF MAJOR'S CHOICE DRIVE, THENCE BINDING THEREON FOUR COURSES VIZ: BY A CURVE TO THE LEFT IN A NORTHEASTERLY DIRECTION OF RADIUS 600.92 FEET, AN ARC DISTANCE OF 235.78 FEET SAID ARC BEING SUBTENDED BY A CHORD

LHCA 1384 FOLIO 0430

PARCEL NO. 1
PAGE 2

BEARING NORTH 46° 07' 02" EAST 234.27 FEET TO A POINT OF COMPOUND CURVATURE, THENCE BY A CURVE TO THE LEFT IN A NORTHEASTERLY DIRECTION OF RADIUS 1252.38 FEET AN ARC DISTANCE OF 219.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 29° 51' 04" EAST 219.43 FEET TO A POINT OF TANGENCY, THENCE NORTH 24° 49' 30" EAST 52.68 FEET, AND NORTH 70° 29' 58" EAST 21.46 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF MOORES MILL ROAD, THENCE BINDING THEREON SOUTH 63° 49' 38" EAST 83.75 FEET TO A POINT IN THE OUTLINE OF THE LANDS OF DONALD R. BOGGS, THENCE LEAVING MOORES MILL ROAD BINDING ON THE OUTLINE OF THE LANDS OF BOGGS AND BINDING ON THE OUTLINE OF THE LANDS OF MAJORS, INC. FOUR COURSES VIZ: SOUTH 24° 49' 30" WEST 197.10 FEET, SOUTH 66° 27' 41" EAST 199.82 FEET, SOUTH 71° 24' 38" EAST 84.93 FEET, AND SOUTH 67° 04' 06" EAST 99.91 FEET TO A POINT IN THE OUTLINE IN THE LANDS OF J. HAYDEN REEDY, THEN STILL BINDING ON THE OUTLINE OF THE LANDS OF MAJORS INC. BINDING ON THE OUTLINE OF REEDY AND IN PART ON THE OUTLINE OF LOT 9, FINAL PLAT THREE, PHASE THREE, MAJOR'S CHOICE AFORESAID SOUTH 31° 56' 27" WEST 302.38 FEET AND SOUTH 00° 35' 03" WEST 128.88 FEET TO THE BEGINNING HEREOF CONTAINING 4.887 ACRES MORE OR LESS.

SUBJECT TO AN EASEMENT FOR STORM DRAINAGE AND STORM WATER MANAGEMENT AS SHOWN ON FINAL PLAT SIX, PHASE THREE, MAJOR'S CHOICE AS RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN PLAT BOOK C.G.H. 55, FOLIO 66

BEING ALL THE OPEN SPACE AS SHOWN ON FINAL PLAT SIX, PHASE THREE.

1384/04311

PARCEL NO. 1

PAGE 3

MAJOR'S CHOICE AND ALSO BEING PART OF THAT TRACT OR PARCEL OF
LAND CONVEYED BY AND DESCRIBED IN A DEED FROM MAJORS, INC. TO
MAJORS, INC DATED FEBRUARY 11, 1985 AND RECORDED AMONG THE LAND
RECORDS OF HARFORD COUNTY IN LIBER H.D.C. 1251, FOLIO 23.

1384/100 0432

PARCEL NO. 2

1.753 ACRE OPEN SPACE, SURVEYED FOR MAJORS INC., LOCATED ON SHAMROCK ROAD, 3RD ELECTION DISTRICT, TOWN OF BEL AIR, HARFORD COUNTY, MARYLAND.

BEGINNING FOR THE SAME AT THE BEGINNING OF THAT TRACT OR PARCEL OF LAND CONVEYED BY AND DESCRIBED IN A CONFIRMATORY DEED BETWEEN MAJORS, INC. AND THE TOWN OF BEL AIR DATED SEPTEMBER 5, 1986 AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN LIBER G.C.H. 1349, FOLIO 1050

SAID POINT OF BEGINNING BEING THE EASTERLY MOST CORNER OF LOT 1, AS SHOWN ON AMENDED PLAT OF HARFORD COMMONS, SECTION 1, AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN PLAT BOOK G.R.G. 23, FOLIO 22, AND RUNNING THENCE BINDING ON THE OUTLINE OF THE LANDS OF MAJORS, INC. AND BINDING ON THE NORTHEASTERLY OUTLINE OF LOT 1 AFORESAID NORTH 59° 02' 46" WEST 174.95 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF A 60 FOOT RIGHT OF WAY HERETOFORE LAID OUT AND KNOWN AS SHAMROCK DRIVE, THENCE BINDING THEREON TWO COURSES VIZ: BY A CURVE TO THE RIGHT IN A NORTHEASTERLY DIRECTION OF RADIUS 640.00 FEET AN ARC DISTANCE OF 243.33 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 39° 51' 54" EAST 241.86 FEET TO A POINT OF COMPOUND CURVATURE, THENCE BY A CURVE TO THE RIGHT IN A NORTHEASTERLY DIRECTION OF RADIUS 503.37 FEET, AN ARC DISTANCE OF 148.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 59° 12' 56" EAST 148.09 FEET TO THE WESTERLY MOST CORNER OF LOT 46 AS SHOWN ON REVISED FINAL PLAT TWO, PHASE I, MAJOR'S CHOICE AND RECORDED AMONG THE

LIBER 1384 FOLIO 0433

PARCEL NO. 2

PAGE 2

LAND RECORDS OF HARFORD COUNTY IN PLAT BOOK C.G.H. 53, FOLIO 40,
THENCE LEAVING SHAMROCK ROAD BINDING ON THE SOUTHWESTERLY OUTLINE
OF LOT 46 SOUTH 22° 19' 33" EAST 122.00 FEET TO A POINT IN THE
OUTLINE IN THE CONVEYANCE TO THE TOWN OF BEL AIR AFORESAID,
THENCE BINDING REVERSELY THEREON TWO COURSES VIZ: SOUTH 01° 09'
10" EAST 219.57 FEET AND SOUTH 84° 03' 39" WEST 183.97 FEET TO
THE BEGINNING HEREOF

CONTAINING 1.753 ACRES MORE OR LESS

BEING PART OF THAT TRACT OF LAND CONVEYED BY AND DESCRIBED IN A
DEED FROM MAJORS, INC. TO MAJORS, INC. DATED FEBRUARY 11 1985
AND RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN LIBER
H.D.C. 1261, FOLIO 23.

LIBER 1384 FOLIO 0434

PARCEL NO. 3

0.211 ACRE OPEN SPACE SURVEYED FOR MAJORS, INC., LOCATED ON MAJOR'S CHOICE DRIVE, 3RD ELECTION DISTRICT, TOWN OF BEL AIR, HARFORD COUNTY, MARYLAND.

BEGINNING FOR THE SAME AT THE NORTHERLY MOST CORNER OF LOT 99 AS SHOWN ON FINAL PLAT TWO, PHASE FOUR, MAJOR'S CHOICE AS RECORDED AMONG THE LAND RECORDS OF HARFORD COUNTY IN PLAT BOOK C.G.H. 55, FOLIO 113, RUNNING THENCE LEAVING LOT 99 NORTH 12° 10' 49" EAST 6.40 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF A 60 FOOT RIGHT OF WAY KNOWN AS MAJOR'S CHOICE DRIVE, THENCE BINDING THEREON BY A CURVE TO THE LEFT IN A NORTHEASTERLY DIRECTION OF RADIUS 589.23 FEET AN ARC DISTANCE OF 205.71 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 84° 59' 10" EAST 204.66 FEET TO A POINT IN THE WESTERLY RIGHT OF WAY LINE OF TROUT DALE PLACE, THENCE LEAVING MAJOR'S CHOICE DRIVE BINDING ON TROUT DALE PLACE THREE COURSES VIZ: SOUTH 61° 54' 46" EAST 20.50 FEET, SOUTH 18° 48' 39" EAST 36.33 FEET TO A POINT OF CURVATURE, THENCE BY A CURVE TO THE RIGHT IN A SOUTHEASTERLY DIRECTION OF RADIUS 250.34 FEET AN ARC DISTANCE OF 29.34 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 15° 27' 12" EAST 29.32 FEET TO THE NORTHEASTERLY MOST CORNER OF LOT 99A AS SHOWN ON FINAL PLAT TWO, PHASE FOUR, MAJOR'S CHOICE AFORESAID, THENCE LEAVING TROUT DALE PLACE BINDING ON THE NORTHERLY OUTLINES OF LOTS 99A AND 99 TWO COURSES VIZ: NORTH 85° 02' 15" WEST 103.37 FEET AND NORTH 74° 20' 19" WEST 145.25 FEET TO THE BEGINNING HEREOF

1984 1384 FOLIO 0435

PARCEL NO. 3

PAGE 2

CONTAINING 0.211 ACRES MORE OR LESS

BEING ALL THE OPEN SPACE AS SHOWN ON FINAL PLAT TWO, PHASE FOUR,
MAJOR'S CHOICE AS RECORDED AMONG THE LAND RECORDS OF HARFORD
COUNTY IN PLAT BOOK C.G.H. 55, FOLIO 113

AND BEING PART OF THAT TRACT OR PARCEL OF LAND CONVEYED BY AND
DESCRIBED IN A DEED FROM MAJORS, INC. TO MAJORS, INC. DATED
FEBRUARY 11, 1985 AND RECORDED AMONG THE LAND RECORDS OF HARFORD
COUNTY IN LIBER H.D.C. 1261, FOLIO 23.

LIBER 1384 FOLIO 0436

PARCEL NO. 4: All of the lands described in and shown on a plat entitled "Final Plat One - Phase Two - Major's Choice", which is recorded among the Land Records of Harford County in Plat Book C.G.H. No. 53, folio 60, designated or as open space otherwise to be used as Common Areas as described in the Major's Choice Declaration of Covenants and Restrictions which is dated January 3, 1986 and recorded among the Land Records of Harford County in Liber C.G.H. No. 1302, folio 535, and all Supplemental Declarations thereto, and subject to the covenants and restrictions contained therein.

EXCEPTING therefrom the bed of Moores Mill Road and the proposed relocation thereof, the bed of Major's Choice Drive being between sixty (60) and seventy (70) feet in width, and the bed of the roadway and adjacent parking areas shown as Grayson Square; and

ALSO EXCEPTING Lot Nos. 254 through and including 279 and Lot Nos. 47 and 48.

SUBJECT, HOWEVER, to all drainage and utility easements shown on the above-described plat and contained in the above-described Declaration and all Supplemental Declarations thereto.

LIBER 1384 FOLIO 0437

PARCEL NO. 5: All of the lands described in and shown on a plat entitled "Final Plat Five - Phase Three - Major's Choice", which is recorded among the Land Records of Harford County in Plat Book C.G.H. No. 54, folio 860, designated or as open space otherwise to be used as Common Areas as described in the Major's Choice Declaration of Covenants and Restrictions which is dated January 3, 1986 and recorded among the Land Records of Harford County in Liber C.G.H. No. 1302, folio 535, and all Supplemental Declarations thereto, and subject to the covenants and restrictions contained therein.

EXCEPTING therefrom the bed of the roadway and adjacent parking areas shown as Comer Square; and

ALSO EXCEPTING Lot Nos. 280 through and including 326.

SUBJECT, HOWEVER, to all drainage and utility easements shown on the above-described plat and contained in the above-described Declaration and all Supplemental Declarations thereto.

1384, 1000-0-4 38

PARCEL NO. 6: All of the lands described in and shown on a plat entitled "Final Plat Four - Phase Four - Major's Choice", which is recorded among the Land Records of Harford County in Plat Book C.G.H. No. 55, folio 115, designated or as open space otherwise to be used as Common Areas as described in the Major's Choice Declaration of Covenants and Restrictions which is dated January 3, 1986 and recorded among the Land Records of Harford County in Liber C.G.H. No. 1302, folio 535, and all Supplemental Declarations thereto, and subject to the covenants and restrictions contained therein.

EXCEPTING therefrom the bed of the roadway and adjacent parking areas shown as Dora Place; and

ALSO EXCEPTING Lot Nos. 327 through and including 362.

SUBJECT, HOWEVER, to all drainage, utility, pedestrian and public easements shown on the above-described plat and contained in the above-described Declaration and all Supplemental Declarations thereto.

LIBER 1384 FOLIO 0439

PARCEL NO. 7: All of the lands described in and shown on a plat entitled "Final Plat Five - Phase Four - Major's Choice", which is recorded among the Land Records of Harford County in Plat Book C.G.H. No. 55, folio 116, designated or as open space otherwise to be used as Common Areas as described in the Major's Choice Declaration of Covenants and Restrictions which is dated January 3, 1986 and recorded among the Land Records of Harford County in Liber C.G.H. No. 1302, folio 535, and all Supplemental Declarations thereto, and subject to the covenants and restrictions contained therein.

EXCEPTING therefrom the bed of the roadway and adjacent parking areas shown as Reedy Circle; and

ALSO EXCEPTING Lot Nos. 363 through and including 414.

SUBJECT, HOWEVER, to all drainage, utility, pedestrian and public easements shown on the above-described plat and contained in the above-described Declaration and all Supplemental Declarations thereto.

~~RECORDED
1987 MAR 26 11:41~~

LIBER 1384 FOLIO 0440

PARCEL NO. 8: All of the lands described in and shown on a plat entitled "Final Plat Six - Phase Four - Major's Choice", which is recorded among the Land Records of Harford County in Plat Book C.G.H. No. 55, folio 117, designated or as open space or storm water management area or otherwise to be used as Common Areas as described in the Major's Choice Declaration of Covenants and Restrictions which is dated January 3, 1986 and recorded among the Land Records of Harford County in Liber C.G.H. No. 1302, folio 535, and all Supplemental Declarations thereto, and subject to the covenants and restrictions contained therein.

EXCEPTING therefrom the bed of Major's Choice Drive being sixty (60) feet in width and the cul-de-sac at the end thereof, and the bed of the roadway and adjacent parking areas shown as Orley Place and the cul-de-sac at the end thereof; and

ALSO EXCEPTING Lot Nos. 415 through and including 459.

SUBJECT, HOWEVER, to all drainage, utility, pedestrian and public easements shown on the above-described plat and contained in the above-described Declaration and all Supplemental Declarations thereto.

RECORDED 1614
1384 428

1997 JUL 20 AM 11:45

LIBER 1384 folio 0441

01:35:36:11:08/16/99
9010715A:2662-13029

IMP FD SURE \$	2.00
RECORDING FEE	75.00
RECORDATION T	99.00
TR TAX STATE	75.00
TOTAL	251.00
Ref# H402	Ref# 82513
CGH LD	Rik # 2705
Oct 27, 1999	02:12 PM

DEED OF EASEMENT AND AGREEMENT

THIS DEED OF EASEMENT AND AGREEMENT made this 8th day of

October, 1999, by and between MAJORS CHOICE HOMEOWNERS ASSOCIATION, INC.,

a Maryland corporation, hereinafter referred to as "Grantor", and HARFORD DAY SCHOOL, INC.,

a Maryland corporation, hereinafter referred to as "Grantee".

WHEREAS, the Grantee desires to obtain easements to permit the construction of a drainage pipe across the land owned by Grantor and to discharge stormwater into a stormwater management facility owned and maintained by Grantor via existing drain pipes owned by Grantor; and

WHEREAS, the government agencies require temporary construction and perpetual drainage easements across the lands of the Grantor; and

WHEREAS, Grantor desires to grant temporary construction and perpetual drainage easements to Grantee for the purposes stated herein.

WITNESSETH, NOW, THEREFORE, that in consideration of the premises, the sum of Fifteen Thousand Dollars (\$15,000.00) the installation of an underground twelve (12) inch perforated HDPE drainage pipe on the property of Buyer, and other good and valuable consideration, the receipt of which are hereby acknowledged, Grantor hereby grants and conveys to Grantee, its successors and assigns, the following easements in, through and across the parcel of land owned by Grantor, situate and lying in the THIRD ELECTION DISTRICT of Harford County, Maryland, and BEING a part of the land conveyed by and described in a deed from Major's Choice,

01:35:36:11:08/16/99

9010715A:2662-13029

IMP FD SURE \$	2.00
RECORDING FEE	75.00
RECORDATION T	99.00
TR TAX STATE	75.00
TOTAL	251.00
Ref: HAB2	Rcpt # 82513
CGH LD	81k # 2705
Oct 27, 1999	02:12 PM

DEED OF EASEMENT AND AGREEMENT

THIS DEED OF EASEMENT AND AGREEMENT made this 8th day of

October, 1999, by and between MAJORS CHOICE HOMEOWNERS ASSOCIATION, INC.,
a Maryland corporation, hereinafter referred to as "Grantor", and HARFORD DAY SCHOOL, INC.,
a Maryland corporation, hereinafter referred to as "Grantee".

WHEREAS, the Grantee desires to obtain easements to permit the construction of a
drainage pipe across the land owned by Grantor and to discharge stormwater into a stormwater
management facility owned and maintained by Grantor via existing drain pipes owned by Grantor;
and

WHEREAS, the government agencies require temporary construction and perpetual
drainage easements across the lands of the Grantor; and

WHEREAS, Grantor desires to grant temporary construction and perpetual drainage
easements to Grantee for the purposes stated herein.

WITNESSETH, NOW, THEREFORE, that in consideration of the premises, the sum
of Fifteen Thousand Dollars (\$15,000.00) the installation of an underground twelve (12) inch
perforated HDPE drainage pipe on the property of Buyer, and other good and valuable
consideration, the receipt of which are hereby acknowledged, Grantor hereby grants and conveys to
Grantee, its successors and assigns, the following easements in, through and across the parcel of
land owned by Grantor, situate and lying in the THIRD ELECTION DISTRICT of Harford County,
Maryland, and BEING a part of the land conveyed by and described in a deed from Major's Choice,

-1-
LIBER 3 | 4 | FOLIO 0526

Inc. to Grantor dated March 6, 1987 and recorded among the Land Records of Harford County, Maryland in Liber 1384, folio 428 (the "Servient Property").

A. A twenty (20) foot wide perpetual easement, together with the right of ingress and egress in, over and through said perpetual easement designated as "Drainage and Utility Easement" on a plat entitled, "Plat to Accompany Land Description 1545 Sq. Ft. Drainage & Utility Easement", a copy of which is attached hereto as Exhibit 1;

B. The perpetual right and easement to discharge storm water into the existing storm drain and stormwater management facility designated as "Drainage, Utility & Public Access Easement" and "Storm Water Management Area" on a plat entitled "Final Plat Six, Phase Four, Major's Choice, recorded in Plat Book 55, folio 117 (the "Plat").

TO HAVE AND TO HOLD the perpetual drainage and stormwater discharge easements unto the Grantee, its successors and assigns, forever, together with the temporary construction easement which shall terminate upon completion of the original construction and final approval by the Town of Bel Air, subject to the following covenants, conditions and restrictions, which shall benefit and bind Grantor and Grantee, their successors and assigns, as follows:

1. The easements created herein may be used only for stormwater management purposes for the benefit of the land area shown on a plat entitled "Final Plat Land of Harford Day School, Inc." recorded in Plat Book 84, folio 15, being the land owned by Grantee and described in a Deed to Grantee from Orley Reedy, Jr. recorded in Liber 864, folio 220 and a Deed to Grantee from John E. Clark and recorded in Liber 547, folio 382 (the "Benefitted Property"); the easements created herein do not grant to Grantee a general right-of-way or easement to use the Servient Property for any other purpose.

2. Grantor, upon request of Grantee, shall promptly sign such plats, applications, agreements and other documents necessary to effectuate the use of the easements as Grantee may reasonably request at Grantee's sole cost and expense.

3. Grantor and Grantee shall each execute, acknowledge and deliver such other instruments, documents or materials as may be reasonably requested by the other party and Grantor and Grantee shall each act diligently and in good faith in order to effectuate the consummation of the transactions contemplated herein.

4. Any improvement or enlargement of the Grantor's existing storm drains or stormwater management facility necessary due to activities on the Benefitted Property shall be at the sole cost and expense of Grantee.

5. All plans prepared and work done by or for Grantee shall be done in a good and workmanlike manner and in accordance with sound engineering standards and all applicable laws and regulations. Grantee shall be responsible for obtaining all necessary permits and approvals. Prior to submission of any drawings, plats, plans, calculations or any other documents pertaining to the use of the easement to any government agency, Grantee shall submit such documents to Grantor for review by Grantor's engineer. Grantor's engineer shall review the submissions to insure that the proposed improvements are designed in accordance with this Deed of Easement and Agreement and minimize detrimental effects on the existing facility and the Servient Property. All costs and charges incurred by Seller for said engineering review shall be reimbursed to Seller by Buyer within thirty (30) days of request for payment. All work shall be subject to inspection by Grantor's Engineer.

6. Grantee shall take all action necessary to provide that the quality of water run-off flowing onto the Servient Property shall meet or exceed all applicable water quality standards.

7. Upon completion of any work within the Easement, Grantee shall restore the disturbed area to a condition equal to or better than its condition prior to disturbance.

8. If necessary in order to locate a storm drainage pipe in the easement shown on Exhibit 1, Grantor hereby gives Grantee permission to remove (1) mature white pine planted by Grantee on the property of Grantor. Aside from removal of this one (1) white pine, any trees, shrubs, turf or other plant material disturbed by Grantee shall be replaced with plant material of equal size and quality. In lieu of replacement, Grantor may elect to require Grantee to pay an amount equal to the cost of replacement.

9. Upon completion of any work done by Grantee, Grantee shall submit to Grantor copies of "As Built" plans certified by a Maryland Registered Professional Engineer.

10. No buildings or structures of any kind shall be erected in and over said easements by Grantor or Grantee.

11. Grantee shall have the right to enter upon the easements whenever it may be necessary to make openings and excavations and to install, construct, reconstruct and maintain, alter or extend said drainage pipes and appurtenances. After completion of the initial work by Grantee, Grantee shall provide Grantor with thirty (30) days prior written notice of any entry onto the Servient Property except that, in the case of an emergency which requires immediate entry, Grantee may enter the Easement without prior written notice.

12. Grantor shall routinely maintain and repair the storm drains and stormwater management facility on the Servient Property as designated on the Plat in accordance with sound engineering and good property management practices. Grantee shall reimburse Grantor for twelve and one-half percent (12.5%) of the cost of all maintenance and repairs within thirty (30) days of

request for payment and presentation of invoices listing each item of maintenance and/or repair by Grantor to Grantee.

13. Grantor and Grantee agree that water naturally flows from a portion of the Benefitted Property to the Servient Property and that Grantee is not automatically liable for all costs and damages resulting from the natural flow of water from the Benefitted Property to the Servient Property; Grantor would only be liable if such increased costs or damages result from a violation of law or are recoverable pursuant to the common law. The parties agree that Grantee shall be responsible for 100% of any increased maintenance or repair costs which result from an "Improper Discharge" from the Benefitted Property to the Servient Property. A discharge shall be deemed to be an Improper Discharge (1) if the discharge constitutes a violation of a statute or regulation or (2) if the Grantee would be liable for such damages at common law. Increased costs resulting from an unusual occurrence which does not constitute an Improper Discharge shall be paid as provided in Paragraph 12 above. If Grantor contends that an Improper Discharge has occurred, it shall notify Grantee in accordance with Section 16 here of setting forth the specific facts and circumstances which make the discharge improper and including invoices listing each item of repair necessitated by the Improper Discharge. Within 30 days of its receipt of notice, Grantee shall either pay such invoices or request arbitration, by an arbitrator of the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any demand for arbitration shall be filed with the Grantor and the American Arbitration Association. The decision or any award, if any, by the arbitrator or arbitrators shall be final and judgment may be entered upon the decision or award in accordance with the applicable law in any court having jurisdiction thereof.

14. In the event that Grantee uses the Servient Property to satisfy additional stormwater management requirements for future use or development, Grantee's share of the cost of maintenance shall be adjusted based upon Grantor and Grantee's percentage shares of the drainage area served by the facility.

15. Grantee shall indemnify and hold Grantor, its agents, officers, directors and employees, harmless from any and all liability and claims arising from Grantee's activities pursuant to this Deed of Easement and Agreement. This indemnification shall include reasonable litigation costs (including attorneys' fees and expert witness fees) incurred by Grantor in the investigation and defense of any such claim.

16. Any notice to be given to or to be served upon any party hereto in connection with this Deed of Easement and Agreement must be in writing and must be given by Certified Mail, Return Receipt Requested, and shall be deemed to have been given and received when such a letter containing such notice, properly addressed with postage prepaid, is deposited in the United States Mails. Notices shall be given to the parties hereto at the following addresses (or at such other address as may be designated from time to time):

1. Grantor: MAJORS CHOICE HOMEOWNERS
ASSOCIATION, INC.
c/o Ms. Diane Carminati
American Property Services, Inc.
P.O. Box 553
Bel Air, Maryland 21014

with a copy to: Michael E. Leaf, Esquire
112 South Main Street, Suite 102
Bel Air, Maryland 21014

2. Grantee: HARFORD DAY SCHOOL, INC.
Attn: Ms. Sue Harris
715 Moore's Mill Road
Bel Air, Maryland 21014

with a copy to: Charles B. Keenan, Jr., Esquire
Stark & Keenan, P.A.
30 Office Street
Bel Air, Maryland 21014

17. In the event of litigation to enforce the provisions of this Deed of Easement and Agreement, the Court shall award judgment against the non-prevailing party for all reasonable litigation expenses (including attorneys' fees and expert witness fees) incurred by the prevailing party.

18. Grantee shall promptly deliver to Grantor upon receipt (or upon request), copies of any and all documents pertaining to the discharge of stormwater onto the Servient Property.

19. This Agreement shall be binding upon and shall inure to the benefit of Grantor and Grantee, their respective successors and assigns. "Grantor" shall include Majors Choice Homeowners Association, Inc., and any subsequent owner of the Servient Property. "Grantee" shall include Harford Day School, Inc., any subsequent owner of the Benefitted Property, and any agent or contractor of Grantee. The provisions hereof shall run with and be binding upon title to the Servient Property and the Benefitted Property.

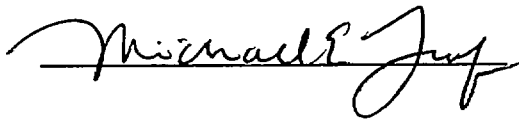
20. Neither this Deed of Easement and Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought.

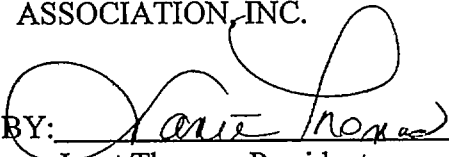
21. This constitutes the final agreement between the parties with respect to this transaction and neither party shall be bound by any promise, statement or representation not herein contained.

IN WITNESS WHEREOF, each party hereto caused this Deed of Easement and Agreement to be executed and sealed as of the day and year first above written.

WITNESS/ATTEST

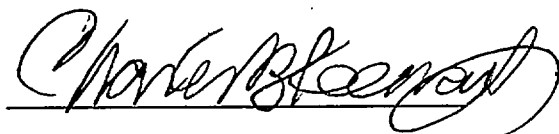
MAJORS CHOICE HOMEOWNERS
ASSOCIATION, INC.

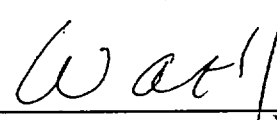


BY:  (SEAL)
Janet Thomas, President

WITNESS/ATTEST

HARFORD DAY SCHOOL, INC.



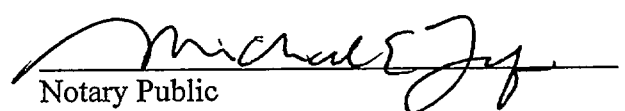
BY:  (SEAL)
William Harloe, President

STATE OF MARYLAND, COUNTY OF Harford, to wit:

I HEREBY CERTIFY that on this 6th day of October, 1999, before me, the subscriber, a Notary Public of the State and County aforesaid, duly commissioned and qualified, personally appeared JANET THOMAS who acknowledged herself to be the President of Majors Choice Homeowners Association, Inc., duly authorized and empowered to act on behalf of the said Majors Choice Homeowners Association, Inc., and who acknowledged the foregoing to be the Act and Deed of Majors Choice Homeowners Association, Inc. The actual consideration paid or to be paid being Fifteen Thousand Dollars (\$15,000.00).

AS WITNESS my hand and Notarial Seal.

My commission expires: 6/30/00


Notary Public

STATE OF MARYLAND, COUNTY OF Harford, to wit:

I HEREBY CERTIFY that on this 11th day of October, 1999, before me, the subscriber, a Notary Public of the State and County aforesaid, duly commissioned and qualified, personally appeared WILLIAM HARLOE who acknowledged himself to be the President of Harford Day School, Inc., duly authorized and empowered to act on behalf of the said Harford Day School, Inc., and who acknowledged the foregoing to be the Act and Deed of Harford Day School, Inc. The actual consideration paid or to be paid being Fifteen Thousand Dollars (\$ 15,000.00).

AS WITNESS my hand and Notarial Seal.

My commission expires: 3/01/03

Charles B. Keenan
Notary Public

CERTIFICATION

This is to certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney licensed to practice law in the State of Maryland.

October 6, 1999
DATE

Michael E. Leaf
Michael E. Leaf

AFTER RECORDING, RETURN TO:

MICHAEL E. LEAF, ESQUIRE
Hodes, Ulman, Pessin & Katz, P.A.
112 South Main Street, Suite 102
Bel Air, Maryland 21014
893-2333

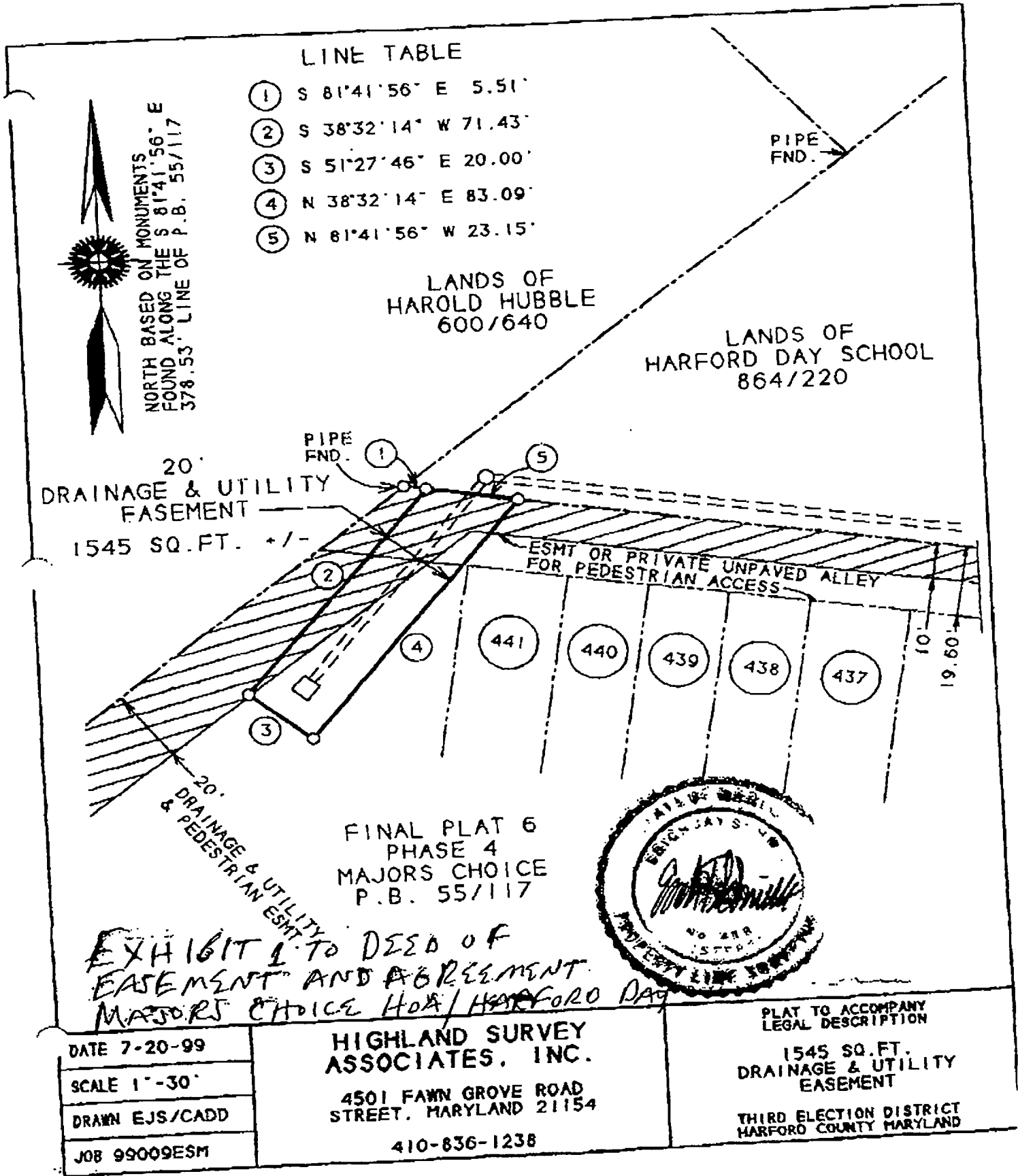
No taxes due
EAK 10/26/99
Town of Bel Air
(410) 638-4555

HARFORD COUNTY MARYLAND
TRANSFER TAX PD \$ 150.00 KG
ALL OTHER TAXES PAID 10/27/99

PROPERTY PRESENTLY NOT ON WATER
& SEWER SYSTEM PER: KG
DATE: 10/27/99 HARFORD COUNTY

LIBER 3147 FOLIO 0534

HARFORD COUNTY CIRCUIT COURT (Land Records) CGH 3141, p. 0534, MSA_CE54_3028. Date available 06/20/2005. Printed 08/22/2016.



State of Maryland Land Instrument Intake Sheet
☐ Baltimore City ☒ County: Harford

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

1	Type(s) of Instruments	<input type="checkbox"/> Check Box if Addendum Intake Form is Attached.)			
		<input checked="" type="checkbox"/> Deed	<input type="checkbox"/> Mortgage	<input type="checkbox"/> Other	<input type="checkbox"/> Other
2	Conveyance Type Check Box	<input type="checkbox"/> Improved Sale	<input type="checkbox"/> Unimproved Sale	<input type="checkbox"/> Multiple Accounts	<input type="checkbox"/> Not an Arms- Length Sale [9]
		Arms-Length [1]	Arms-Length [2]	Arms-Length [3]	
3	Tax Exemptions (if Applicable)	Recordation			
		State Transfer			
Cite or Explain Authority		County Transfer			

Space Reserved for Circuit Court Clerk Recording Validation

4	Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only		
		Purchase Price/Consideration	\$	Transfer and Recordation Tax Consideration		
		Any New Mortgage	\$	Transfer Tax Consideration	\$	
		Balance of Existing Mortgage	\$	X () % =	\$	
		Other:	\$	Less Exemption Amount -	\$	
		Other:	\$	Total Transfer Tax =	\$	
		Full Cash Value	\$	Recordation Tax Consideration	\$	
5	Fees	Amount of Fees		Doc. 1	Doc. 2	Agent:
		Recording Charge	\$	20	\$	Tax Bill:
		Surcharge	\$	3	\$	C.B. Credit:
		State Recordation Tax	\$	99	\$	Ag. Tax/Other:
		State Transfer Tax	\$	75	\$	
		County Transfer Tax	\$	150	\$	
		Other	\$		\$	
		Other	\$			

6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG	
		03	214796	1384-428	301	91	<input type="checkbox"/> (5)	
		Subdivision Name		Lot (3a)	Block (3b)	Sect/AR(3c)	Plat Ref.	SqFt/Acreage (4)
		Majors Choice						
		Location/Address of Property Being Conveyed (2)						
		Orleg Place						
		Other Property Identifiers (if applicable)						
Water Meter Account No.								
Residential <input type="checkbox"/> or Non-Residential <input type="checkbox"/> Fee Simple <input type="checkbox"/> or Grount Rent <input type="checkbox"/> Amount:								
Partial Conveyance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred: 1545 sq. ft.								
If Partial Conveyance, List Improvements Conveyed:								

7	Transferred From	Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
		Majors Choice Homeowners Association, Inc.	
8	Transferred To	Doc. 1 - Owner(s) of Record, if Different from Grantor(s)	Doc. 2 - Owner(s) of Record, if Different from Grantor(s)
9	Other Names to Be Indexed	Doc. 1 - Grantee(s) Name(s)	Doc. 2 - Grantee(s) Name(s)
		Harford Day School, Inc.	
		New Owner's (Grantee) Mailing Address	
		715 Moores Mill Rd B.A. 21014	

9	Other Names to Be Indexed	Doc. 1 - Additional Names to be Indexed (Optional)	Doc. 2 - Additional Names to be Indexed (Optional)

10	Contact/Mail Information	Instrument Submitted By or Contact Person		<input checked="" type="checkbox"/> Return to Contact Person
		Name: Stark & Kernan, PA		<input type="checkbox"/> Hold for Pickup
		Firm: 30 Office St.		
		Address: Bel Air MD		
		Phone: (410) 838-5520	<input type="checkbox"/> Return Address Provided	

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Information	Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/>	Will the property being conveyed be the grantee's principal residence?
	Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/>	Does transfer include personal property? If yes, identify:
	Yes <input type="checkbox"/> No <input type="checkbox"/>	Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only - Do Not Write Below This Line							
<input type="checkbox"/> Terminal Verification	<input type="checkbox"/> Agricultural Verification	<input type="checkbox"/> Whole	<input type="checkbox"/> Part	<input type="checkbox"/> Tran. Process Verification			
Transfer Number:	Date Received:	Deed Reference:		Assigned Property No.:			
Year	19	19	Geo.	Map	Sub	Block	
Land			Zoning	Grid	Plat	Lot	
Buildings			Use	Parcel	Section	Occ. Cd.	
Total			Town Cd.	Ex. St.	Ex. Cd.		

REMARKS:

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (6/95)

LIBER 3141 FOLIO 0536

OFFICIAL ARCHITECTURAL GUIDELINES FOR TOWNHOMES

Produced by the 1991 Board of Directors of Majors Choice Incorporated

As of March 1, 1991, these will be the official architectural guidelines for townhomes in Majors Choice Homeowners Association. ✓

All proposed construction, alteration or erection of structures as noted below, must be submitted in writing to Majors Choice, in care of Trenton Property Services Inc., 25 W. Courtland Street, Bel Air, MD 21014, 879-8333, 838-4600. Your proposal will be considered in accordance with the proposed guidelines, and you will be notified whether or not your proposal is approved within thirty days of receipt. You are welcome to contact Trenton Property Services Inc., or any member of the Board of Directors about any submittal you have made.

No construction or alterations or other improvements will be approved or permitted which require an application for special exception or variance under the Town of Bel Air Regulations or which is or would be, if erected or constructed, in violation of any rules, regulations, laws, ordinances or directives of the Town of Bel Air or other governmental authority having jurisdiction.

Please note: Approval of a proposal by Majors Choice Architectural Review Committee, is not to be considered as permission to build. The homeowner is still responsible for obtaining all appropriate and necessary building permits and approvals before beginning any construction.

REC FE 17.00

SEARCH 2.00

HARF. CO. 15.00

#037540 (000) 001 00020

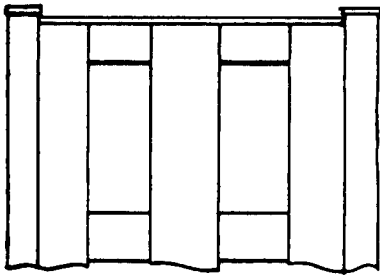
08/21/91

8/21/91

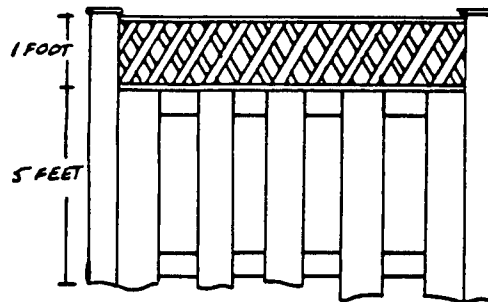
GUIDELINES

- 1) Planting, removal, or replacement of trees must be submitted for approval.
- 2) Fences are approvable under the following circumstances. For Reedy Circle and Orley Place, fences must not exceed four feet in height and can be constructed in any of the styles listed below. On Dora place, Comer Square and Grayson, fences may either be four feet in height or six feet in height and can only be constructed as a board on board, or five feet board on board, one foot lattice as illustrated below. (except in the case where a privacy wall exists, in which case the fence must match the privacy wall both in appearance and height, unless the privacy wall is removed and replaced with an approved fence design). Fencing generally is to be located in the rear yard of the lot, but exceptions may be made on a lot by lot basis. Prior to any fence being constructed, written approval must be given by Majors Choice, and all appropriate permits must be obtained. No significant grading or tree removal will be permitted. If you chose to stain your fence, use the guidelines for the staining of decks. If you chose to stain both your fence and your deck, they must be of a matching color stain.

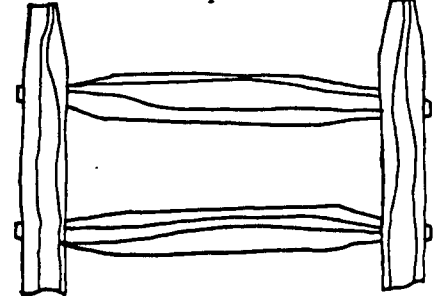
A) Board on Board



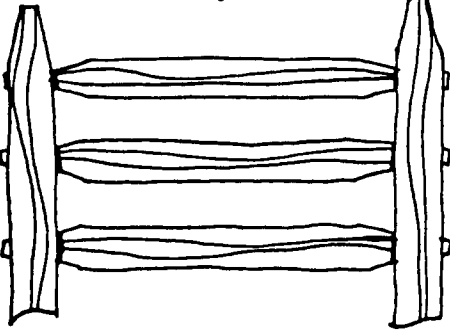
B) Board on Board/Lattice



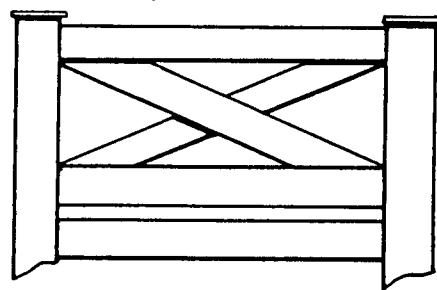
C) Two Rail Split



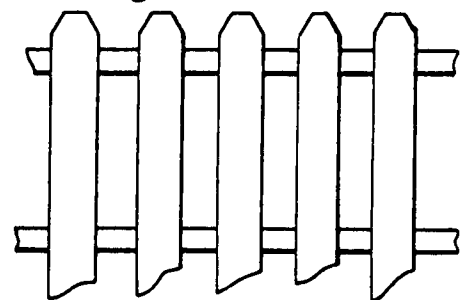
D) Three Rail Split



E) Barn Style



F) Dog Eared Picket



- 3) No carports or detached garages will be approved or permitted.
- 4) No swimming pools of any kind are permitted, with the exception of temporary kiddie pools.
- 5) No awnings of any kind are permitted.
- 6) No exterior additions, including but not limited to roofing, siding, doors, gutters and downspouts, shall be approved or permitted unless such additions are in harmony with the group of townhomes to which they are attached or constructed.
- 7) Storage sheds will be permitted provided the shed is of wood construction and matches the house. Sheds are to be kept in good repair and placed at the rear of the property.

- 8) No satellite dishes of any kind. No exterior Television antennas of any kind.
- 9) Storm doors shall be metal or wood and either be black, white, or the same color as either the trim or the main body of the house.
- 10) Clotheslines are to be temporary, single pole type placed in the rear only.
- 11) No boats, commercial or recreational vehicles or trailers, campers, tractors, junked vehicles, or any vehicle other than private passenger vehicles in regular operation will be permitted on any lot.
- 12) No chickens, goats, pigs, horses, or any other non domesticated animal will be allowed or permitted. No more than two domestic household pets will be permitted per household. Owners who walk their pets in the neighborhood are required to clean up after their pets on all grounds including common areas.
- 13) Professional signs are not permitted.
- 14) For sale signs are permitted but shall not exceed one sign.
- 15) For Reedy Circle and Orley Place, the color of the exterior siding, trim and shutters are to remain the same color as the entire group of townhomes to which they are attached. For Dora Place, Comer Square and Grayson, such items may change but must be a color which was originally present on your street at the time of construction. The actual materials of construction however must remain unchanged in style, content, and construction.
- 16) Decks - All decks must be submitted for approval in detail with a copy of your plat (site plan) included showing the location on the property. All decks must conform to the local building codes and all proper building permits must be obtained. Any exterior grade Waterproofing clear stain in the Brown or Redwood family may be used with approval. If you have a stained fence, the deck must be stained the same color.
- 17) Vegetable gardens are to be planted to the rear of the property and screened from public roads. Large plants, shrubs, and trees shall be submitted to Majors Choice Homeowners Association as a landscape change for approval.

APPLICATION

Approval of this project by the Majors Choice Architectural Review Committee is not to be considered as permission to build. All required building permits and approvals must be obtained before starting any construction. Approval of this application is valid for six months from the date it is approved. If the project indicated is not completed within six months, the application must be submitted again for approval.

NAME:

ADDRESS:

TOWNHOME ☐ SINGLE FAMILY ☐

PHONE:

DATE OF APPLICATION:

DESCRIBE YOUR PROJECT:

The above submitted project is approved, provided all necessary permits are obtained. Homeowner will provide copies of all required permits to Trenton Property Services Inc. to be kept on file with this form.

The above project is denied for the following reasons.

ARCHITECTURAL GUIDELINES FOR TOWNHOUSE & SINGLE-FAMILY HOUSE PROPERTIES

PRODUCED BY THE 1992 BOARD OF DIRECTORS FOR
MAJORS CHOICE HOMEOWNERS ASSOCIATION
MAJORS CHOICE INCORPORATED

The Board of Directors does hereby approve and adopt Architectural guidelines as set forth by the Design

Review Board on this Date April 26, 1992

Signed [Signature]
President Board of Directors
Majors Choice Homeowners Association
Majors Choice Inc.

REC FE 25.00

HARF.CO. 25.00

#059400 0002 R01 T13+13

05/13/92

I. GENERAL:

- A. These guidelines are set forth to supplement and enhance the Majors Choice Declaration of Covenants and restrictions dated January 3, 1986.
- B. These guidelines shall not be construed to replace or repeal said covenants.
- C. These guidelines shall not be construed to take precedent over any governmental authority having jurisdiction, codes or regulations. pertaining to property or improvements thereon.
- D. All proposed construction, alterations and/or improvements shall be reviewed and approved by the Board of Directors of Majors Choice Inc. as set forth in Article VII, Section 4, Procedures as here in modified. Attention Majors choice. in care of Trenton Properties Services Inc., 25 W. Courtland Street, Belair Maryland, 21014. Telephone 879-8333/838-4600.
- E. Reviews and approvals by the Board of Directors do not constitute approvals by Governmental Authorities having jurisdiction for zoning or construction permits. The property owner shall be responsible for obtaining all required approvals from Governmental Agencies having jurisdiction.
- F. The Board of Directors shall not review submissions of proposed improvements for code compliance nor for construct ability.
- G. The Design Review Board shall review submissions of proposed improvements for design, appearance, use, location and maintenance to enhance values and maintain harmony as set forth in Article VII, Section 2, Purpose and shall make recommendations to the Board of Directors, as set forth in Article VII, Section 4, Procedures and Section 5, Rules.

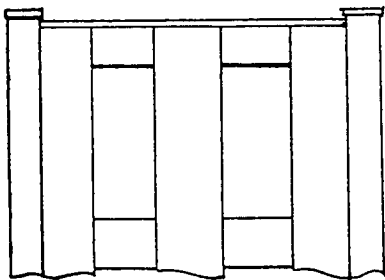
II. GUIDELINES:

- A. Conditions requiring submissions for Design Review Board approval are set forth in Article VII, Section 3, Conditions.
- B. These guidelines shall not be construed to replace or repeal guidelines set forth in Article VIII - Use of Property, Section 1 - Protective Covenants: These guidelines are set forth to enhance the understanding of the covenants and modify the covenants, as necessary, to maintain their relevance to community desires and concerns.

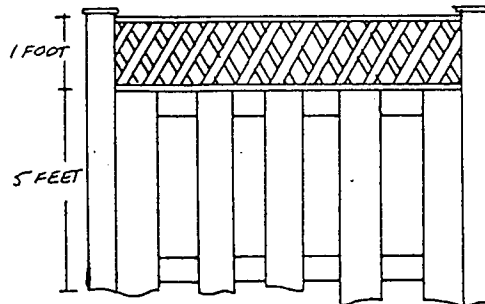
Return to:
Trenton Properties
P.O. Box 767
Bel Air, Md. 21014

- C. *Article VIII, Section 1, Paragraph d - Animals:* Owners who walk their pets in the neighborhood are required to clean up after their pets on private property, community sidewalks, streets, grass buffers and all other common grounds.
- D. *Article VIII, Section 1, Paragraph e - Trash:* Individual owners shall be responsible for maintaining sanitary conditions as related to recyclable waste containers. Consolidated recycling areas shall be the responsibility of all owners who place their recyclable waste at that location. The effort to preserve our natural resources and sanitation in the community shall be a community effort.
- E. *Article VIII, Section 1, Paragraph g - Temporary Structures:* Clothes lines are to be temporary, single-pole type, placed in the rear yard only.
- F. *Article VIII, Section 1, Paragraph h - Fences:* Fences are approvable under the following circumstances. For Reedy Circle and Orley Place, fences must not exceed six feet in height and can be constructed in any of the styles listed below. On Dora Place, Comer Square and Grayson, fences may either be four feet in height or six feet in height and can only be constructed as a board on board, or five feet board on board, one foot lattice as illustrated below (except in the case where a privacy wall exists, in which case the fence must match the privacy wall both in appearance and height, unless the privacy wall is removed and replaced with an approved fence design). Fencing generally is to be located in the rear yard of the lot, but exceptions may be made on a lot by lot basis. Prior to any fence being constructed, written approval and all appropriate permits must be obtained. No significant grading or tree removal will be permitted. Staining of fences shall comply with guidelines for the staining of decks. Staining both fence and deck requires that they be of a matching color stain.

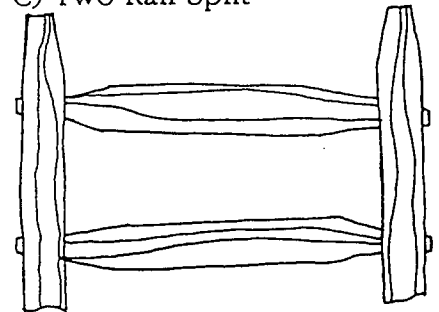
A) Board on Board



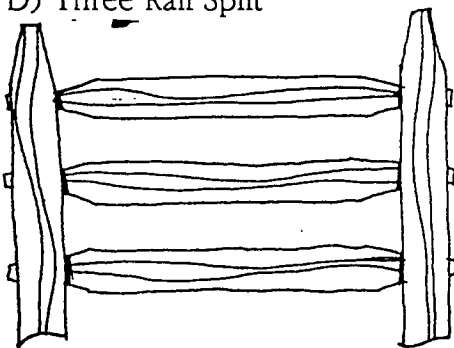
B) Board on Board/Lattice



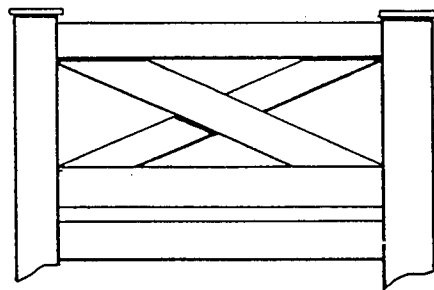
C) Two Rail Split



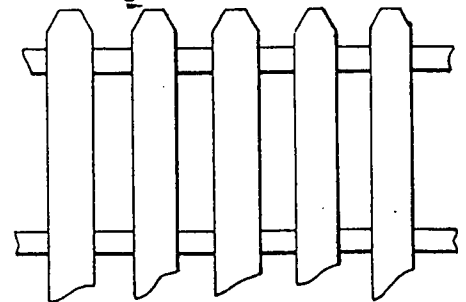
D) Three Rail Split



E) Barn Style



F) Dog Eared Picket



- G. *Article VIII, Section 1, Paragraph i - Sheds:* No carports or detached garages are permitted.
- H. *Article VIII, Section 1, Paragraph k - Signs:* Announcement signs (i.e. births, birthdays, elections, celebrations, etc.) of temporary nature are permitted on a temporary basis. The determination of temporary basis shall be established by the review board.

I. *Article VIII, Section 1, Paragraph m - Landscaping:*

1. Significant tree removal shall not be permitted without prior approval by the Board.
2. Vegetable gardens are permitted and shall be located to the rear of the property and screened from public roads.
3. Large plants, shrubs and trees whose location will visually impact neighboring properties shall not be permitted without prior approval by the Board.
4. Trellis, wood screens, gazebo structures, etc., shall not be permitted without prior approval by the Board.
5. Lawn ornaments shall be permitted only when incorporated into natural landscaped areas (i.e., flower beds, gardens, mulched shrub areas). Lawn ornaments shall be maintained in good condition and shall be of quality design and materials.
6. Decks shall not be permitted without prior approval by the Board. Submission of plat (site plan), deck plan and elevations shall be required. Deck sizes shall comply with yard set back requirements. Decks may be stained with clear or tinted deck stains. No latex or enamel paint may be used. The stain finishes allowed include: natural treated lumber, redwood, colors matching the existing residence. Decks and fences on the same property shall match in finish and both shall comply with the finishes listed above.
7. Swimming pools constructed in ground shall be permitted. Swimming pools constructed above ground shall not be permitted. Temporary (seasonal) children's pools of less than 8' diameter and 2' in height shall be permitted for summer use on a temporary basis, as determined by the Board.
8. Landscape lighting shall be permitted. Flood lights, spot lights (other than temporary holiday lighting) shall be permitted, provided that the illuminated area does not exceed the limits of the property being illuminated. The owner is responsible for shielding all security or landscape lighting to prevent illumination or glare on adjacent properties.

- J. *Awnings:* Awnings shall be permitted for the detached, single-family houses. They shall be limited to the rear of the houses only. They are to be used as shading devices over decks and patios. They shall not be used over individual window frames.

Suitable materials to be used are as follows: Frames shall be constructed of rigid framing members, color coordinated to the residence. Fabric coverings over the frames are permitted. The fabric shall be of either canvas or acrylic. The fabric shall be a solid, matching the colors of the residence.

K. *Exterior Modifications, Replacements:*

1. Townhouses: Exterior additions, modifications or replacements of roofing, siding, doors, gutters and downspouts, sidewalks, porch railings, etc. shall match, by color and material, existing conditions of that cluster. No exterior additions, modifications or replacements shall be installed without prior approval by the Board.
2. For Reedy Circle and Orley Place, the color of the existing siding, trim and shutters are to remain the same color as the entire group of townhouses to which they are attached. For Dora Place, Comer Square and Grayson, such items may change but must be a color which was originally present on your street at the time of construction. The actual materials of construction, however, must remain unchanged in style, content and construction.

L. *Exterior Storm Doors and Windows:*

1. No storm windows shall be permitted.
2. Storm doors shall be permitted. Storm doors shall be of complimentary color and wood or metal. No storm doors shall be installed without prior approval by the Board.

M. *Handicap Accessibility:*

1. No exterior handicap accessibility modifications shall be installed without prior approval by the Board. Screening devices may be incorporated into handicap accessibility modifications and shall be incorporated into the submission for Board approval.
2. The Board shall not take precedent over code regulations for the construction of handicap accessibility modifications.

III. PROCEDURES:

- A. *Article VII - Architectural Control, Section 4 - Procedures, Section 5 - Rules and Section 6 - Enforcement* shall be the primary instruments of the Design Review Board.
- B. Submissions shall comply with the requirements set forth herein and include the attached application form.
- C. The Board shall conduct semi-annual neighborhood surveys for the purpose of enforcement of these guidelines. The Board shall not assume the responsibility of the owners for compliance with the covenants and these guidelines.
- D. The Board shall make every effort to enforce the present covenants and guidelines, and make adjustments, as required, to meet the desires and concerns of the community if serves.

MAJORS CHOICE HOMEOWNERS ASSOCIATION

APPLICATION TO DESIGN REVIEW BOARD

Approval of this project by the Majors Choice Homeowners Association, Design Review Board is not to be considered as permission to build. All required permits and approvals must be obtained before starting any construction. Approval of this application is valid for six months from the date is approved. If the project indicated is not completed within six months, the application must be submitted again for approval.

NAME:

ADDRESS:

TOWNHOUSE ☐ SINGLE-FAMILY HOUSE ☐

PHONE:

DATE OF APPLICATION:

DESCRIBE YOUR PROJECT:

(attach appropriate drawings as required)

ARCHITECTURAL REVIEW COMMITTEE ACTIONS

APPROVAL ☐

EXCEPTION GIVEN ☐ REVISE & RESUBMIT ☐

REJECTED ☐

APPROVAL COMMENTS:

EXCEPTION GIVEN/REVISION COMMENTS:

REJECTION COMMENTS:

25
T

RES AS SCI	23.00
NONCASHING	
TOTAL	23.00
REST INFO	ROPT # 0023
JUR TOR	JUR # 2375
Jan 20, 2006	01-20 am

President

Board of Directors
Majors Choice Homeowners Association
Majors Choice Inc.

- A. These guidelines are set forth to supplement and enhance the Majors Choice Declaration of Covenants and Restrictions dated January 3, 1986. And to revise the Architectural Guidelines, dated 1992.
- B. These guidelines shall not be construed to replace or repeal said covenants.
- C. These guidelines shall not be construed to take precedent over any governmental authority having jurisdiction, codes or regulations, pertaining to property or improvements thereon.
- D. All proposed construction, alterations and/or improvements shall be reviewed and approved by the Board of Directors of Majors Choice Inc. as set forth in Article VII, Section 4, Procedures as herein modified. Submissions shall be addressed to the Attention of Majors Choice Homeowners Association, in care of American Property Management, 221 South Main Street, Bel Air, Maryland 21014, Telephone Number 410-893-8333.
- E. Reviews and approvals by the Board of Directors do not constitute approvals by Government Authorities having jurisdiction for zoning or construction permits. The property owner shall be responsible for obtaining all required approvals from Governmental Agencies having jurisdiction.
- F. The Board of Directors shall not review submissions of proposed improvements for code compliance nor for constructability.

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maintain harmony as set forth in Article VII, Section 4, Procedures and Section 5, Rules.

- G. Article VIII, Section 1, Paragraph I – Sheds: No carports or detached garages are permitted. Sheds shall not exceed 8 feet in width, 12 feet in length and 8 feet in height. Approval of shed sizes shall vary with existing lot conditions. Refer to the Covenants for Townhouse Shed Requirements.
- H. Article VIII, Section 1, Paragraph K – Signs: “No signs of any character shall be erected, posted or displayed upon any Lot or dwelling situate upon any Lot. One real estate sign per lot shall be allowed in accordance with the Covenants.
- I. Article VIII, Section 1, Paragraph M – Landscaping:
1. The Board shall not permit significant tree removal without prior approval.
 2. Vegetable gardens are permitted and shall be located to the rear of the property and screened from public roads.
 3. Large plants, shrubs and trees whose location will visually impact neighboring properties shall not be permitted without prior approval by the Board.
 4. Trellis, wood screens, gazebo structures, cupolas, etc, shall not be permitted without prior approval by the Board.
 5. Basketball backstops may be placed adjacent to the front driveway. No portable basketball hoops may be placed on common property without written approval from the Board. Backstop poles shall not be located further than 1/2 the distance from the face of the garage to the house-side edge of the sidewalk (i.e., whirligigs, corner fence with rails sloped to grade, etc.).
 6. Lawn ornaments shall be permitted only incorporated into natural landscaped areas (i.e., flower beds, gardens, mulched shrub areas). Lawn ornaments shall be maintained in good condition and shall be quality design and materials.
 7. Submission of plat (site plan), deck plan and elevations shall be required. Deck sizes shall comply with yard set back requirements. Decks may be stained with clear or tinted deck stains. No latex or enamel paint may be used. Manufactured lumber is acceptable as long as the colors used comply with the guidelines.

8. Swimming pools constructed in ground shall be permitted. Swimming pools constructed above ground shall not be permitted. Temporary (seasonal) children's pools of less than 8' diameter and 2' in height shall be permitted for summer use on a temporary basis, as long as removed daily. Whirlpool baths and spas above grade are permitted when incorporated into a deck and/or landscaping plans, and shall be located in the rear of the property.
9. Landscape lighting shall be permitted. Floodlights, spot lights (other than temporary holiday lighting) shall be permitted, provided that the illuminated area does not exceed the limits of the property being illuminated. The owner is responsible for shielding all security or landscape lighting to prevent illumination or glare on adjacent properties.
10. Concrete patios, sidewalks, driveways shall be of broom finish and color consistent with community standards. Stained or colored concrete is not acceptable.
11. The Board shall not permit the use of brick, paving blocks and stones without prior approval.
12. The locating of swings, ornaments or other structures incorporated into a landscaping design, shall be permitted in side yards at corner lot locations only. The following restrictions apply: The objects shall not project beyond the front line of the residence, nor beyond the required side yard set back regulations. The ARC shall review requests on a case-by-case basis for approval by the Board.

- J. Awnings; Awnings shall be permitted. They shall be limited to the rear of the houses only (play swings and structures are not allowed in side yard locations). They are to be used as shading devices over decks and patios. They shall not be used over individual window frames.

Suitable materials to be used are as follows: Frames shall be constructed of rigid framing members, color coordinated to the residence. Fabric coverings over the frames are permitted. The fabric shall be of either canvas or acrylic. The fabric shall be a solid color, matching the residence.

K. Exterior Modifications, Replacements:

1. Townhouses: Exterior additions, modifications or replacements of roofing, siding, doors, gutters, and down spouts, sidewalks, porch railings, etc., shall match, by color, existing conditions of

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- that cluster. The Board shall install no exterior additions, modifications or replacements without prior approval.
2. For Reedy Circle and Orley Place, the color of the existing siding, trim and shutters are to remain the same color as the entire group of townhouses to which they are attached. For Dora Place, Comer Square, and Grayson, such items may change but must be a color which was originally present on your street at the time of construction. The actual materials of construction, however, must remain unchanged in style, content and construction.

Refer to the attached Appendix B for approved color selections.

L. Exterior Storm Doors and Windows:

1. No storm windows shall be permitted.
2. Storm doors shall be permitted. Storm doors shall be of complimentary color and wood or metal. No storm doors shall be installed without prior approval by the Board.

M. Handicap Accessibility:

1. No exterior handicap accessibility modifications shall be installed without prior approval by the Board. Screening devices may be incorporated into handicap accessibility modifications and shall be incorporated into the submission for Board approval.
2. The Board shall permit reasonable accommodation of any request for handicap accessibility modifications but shall grant such permission subject to all Statutory and local Ordinance requirements.

I. Procedures

- A. Article VII – Architectural Control, Section 4 – Procedures, Section 5 – Rules and Section 6 – Enforcement shall be the primary instructions of the Design Review Board.
- B. Submissions shall comply with the requirements set forth herein and include the attached application form.
- C. The Board shall conduct semi-annual neighborhood surveys for the purpose of enforcement of these guidelines. The Board shall not assume the responsibility of the Owners for compliance with the covenants and these guidelines.


II. Guidelines:

- A. Conditions requiring submissions for Design Review Board approval is set forth in Article VH, Section 3, Conditions.
- B. These guidelines shall not be construed to replace or repeal guidelines set forth in Article VIII – Use of Property, Section 1 – Protective Covenants: These guidelines are set forth to enhance the understanding of the covenants and modify the covenants, as necessary, to maintain their relevance to community desires and concerns.
- C. Article VIII, Section 1, Paragraph D – Animals: Owners who walk their pets in the neighborhood are required to clean up after their pets immediately on private property, community sidewalks, streets, grass buffers and all other common grounds.
- D. Article VIII, Section 1, Paragraph E – Trash: Individual Owners shall be responsible for maintaining sanitary conditions as related to recyclable waste containers. Consolidated recycling areas shall be the responsibility of all owners who place their recyclable waste at that location. The effort to preserve our natural resources and sanitation in the community shall be a community effort.
- E. Article VIII, Section 1, Paragraph G – Temporary Structures; Clothes lines are to be temporary, single-pole type, placed in the rear yard only.
- F. Article VIII, Section 1, Paragraph H – Fences: Fences are approvable under the following circumstances. For Reedy Circle, Orley Place, Dora Place, Comer Square, and Grayson Square fences must not exceed six feet in height and can be constructed in any of the styles shown on the attached Appendix A (except in the case where a privacy wall existing, in which case, the fence must match the privacy wall both in appearance and height, unless the privacy wall is removed and replaced with an approved fence design). Individual houses with pools will be allowed to have 6' privacy fences (styles listed in Appendix A). Fencing generally is to be located in the rear yard of the lot, but exceptions may be made on a lot-by-lot basis. Prior to any fence being constructed, written approval and all appropriate permits must be obtained. No significant grading or tree removal will be permitted. Painting of fences shall not be permitted. Clear sealer or stain protective coatings are permitted and shall be submitted for approval. Vinyl fences are acceptable as long as the colors used comply with the guidelines.

(Refer to attached Appendix A-for approved fence designs).

PRODUCED BY THE 2007 BOARD OF DIRECTORS FOR
MAJORS CHOICE HOMEOWNERS ASSOCIATION
MAJORS CHOICE, INCORPORATED

The Board of Directors ("the Board") does hereby approve and adopt Architectural guidelines as set forth by the Design Review Board on this date: 8/8/07

Signed:  Res # H403 Rcd # 41228
President Board of Directors
Majors Choice Homeowners Association
Majors Choice Inc.

GENERAL:

JIR KB BLK 7 2020

- A. These guidelines are set forth to supplement and enhance the Majors Choice Declaration of Covenants and Restrictions dated January 3, 1986. And to revise the Architectural Guidelines, dated 1992 and 2005. AUG 24, 2007
- B. These guidelines shall not be construed to replace or repeal said covenants.
- C. These guidelines shall not be construed to take precedent over any governmental authority having jurisdiction, codes or regulations, pertaining to property or improvements thereon.
- D. All proposed construction, alterations and/or improvements shall be reviewed and approved by the Board of Majors Choice, Inc. as set forth in Article VII, Section 4, Procedures as herein modified. Submissions shall be addressed to the attention of Majors Choice Homeowners Association, in care of American Property Services, Inc., 221 South Main Street, Suite 204, Bel Air, Maryland 21014, (410) 893-8333.
- E. Reviews and approvals by the Board do not constitute approvals by Government Authorities having jurisdiction for zoning or construction permits. The property owner shall be responsible for obtaining all required approvals from Governmental Agencies having jurisdiction.
- F. The Board shall not review submissions of proposed improvements for code compliance nor for constructability. The Design Review Board shall review submissions of proposed improvements for design, appearance, use, location and maintenance to enhance values and maintain harmony as set forth in Article VII, Section 4, Procedures and Section 5. Rules.

Aug 24, 2007 08:29 AM

G. Article VIII, Section 1, Paragraph I – Sheds: No carports or detached garages are permitted. Sheds shall not exceed 8 feet in width, 12 feet in length and 8 feet in height. Approval of shed sizes shall vary with existing lot conditions. Refer to the Covenants for Townhouse Shed Requirements.

H. Article VIII, Section 1, Paragraph K – Signs: No signs of any character shall be erected, posted or displayed upon any Lot or dwelling situate upon any Lot. One real estate sign per lot shall be allowed in accordance with the Covenants.

I. Article VIII, Section 1, Paragraph M – Landscaping:

1. The Board shall not permit significant tree removal without prior approval.
2. Vegetable gardens are permitted and shall be located to the rear of the property and screened from public roads.
3. Large plants, shrubs and trees whose location will visually impact neighboring properties shall not be permitted without prior approval by the Board.
4. Trellis, wood screens, gazebo structures, cupolas, etc., shall not be permitted without prior approval by the Board.
5. Basketball backstops may be placed adjacent to the front driveway. No portable basketball hoops may be placed on common property without written approval from the Board. Backstop poles shall not be located further than 1/2 the distance from the face of the garage to the house-side edge of the sidewalk (i.e., whirligigs, corner fence with rails sloped to grade, etc.).
6. Lawn ornaments shall be permitted only incorporated into natural landscaped areas (i.e., flower beds, gardens, mulched shrub areas). Lawn ornaments shall be maintained in good condition and shall be quality design and materials.
7. Submission of plat (site plan), deck plan and elevations shall be required. Deck sizes shall comply with yard set back requirements. Decks may be stained with clear or tinted deck stains. No latex or enamel paint may be used; however, white vinyl railings may be installed on decks. Acceptable decking materials are: wood, composite or manufactured lumber, trex, or white pvc. Deck colors used must comply with the guidelines.

8. Swimming pools constructed in ground shall be permitted. Swimming pools constructed above ground shall not be permitted. Temporary (seasonal) children's pools of less than 8' diameter and 2' in height shall be permitted for summer use on a temporary basis, as long as removed daily. Whirlpool baths and spas above grade are permitted when incorporated into a deck and/or landscaping plans, and shall be located in the rear of the property.
 9. Landscape lighting shall be permitted. Floodlights, spot lights (other than temporary holiday lighting) shall be permitted, provided that the illuminated area does not exceed the limits of the property being illuminated. The owner is responsible for shielding all security or landscape lighting to prevent illumination or glare on adjacent properties.
 10. Concrete patios, sidewalks, driveways shall be of broom finish and color consistent with community standards. Stained or colored concrete is not acceptable.
 11. The Board shall not permit the use of brick, paving blocks and stones without prior approval.
 12. The locating of swings, ornaments or other structures incorporated into a landscaping design, shall be permitted in side yards at corner lot locations only. The following restrictions apply: objects shall not project beyond the front line of the residence, nor beyond the required side yard set back regulations. The ARC shall review requests on a case-by-case basis for approval by the Board.
- J. Awnings: Awnings shall be permitted. They shall be limited to the rear of the houses only (play swings and structures are not allowed in side yard locations). They are to be used as shading devices over decks and patios. They shall not be used over individual window frames.
- Suitable materials to be used are as follows: Frames shall be constructed of rigid framing members, color coordinated to the residence. Fabric coverings over the frames are permitted. The fabric shall be of either canvas or acrylic. The fabric shall be a solid color, matching the residence.
- K. Exterior Modifications, Replacements:
1. Townhouses: Exterior additions, modifications or replacements of roofing, siding, doors, gutters, and down spouts, sidewalks, porch railings, etc., shall match, by color, existing conditions of

that cluster. The Board shall install no exterior additions, modifications or replacements without prior approval.

2. For Reedy Circle and Orley Place, the color of the existing siding, trim and shutters are to remain the same color as the entire group of townhouses to which they are attached. For Dora Place, Comer Square, and Grayson, such items may change but must be a color which was originally present on your street at the time of construction. The actual materials of construction, however, must remain unchanged in style, content and construction.

Refer to the attached Appendix B for approved color selections.

L. Exterior Storm Doors and Windows:

1. No storm windows shall be permitted.
2. Storm doors shall be permitted. Storm doors shall be of complimentary color and wood or metal. No storm doors shall be installed without prior approval by the Board.

M. Portable Air Conditioners: Portable window air conditioners may be used in rear, upstairs windows only. Portable window air conditioners may not be used in front windows.

N. Handicap Accessibility:

1. No exterior handicap accessibility modifications shall be installed without prior approval by the Board. Screening devices may be incorporated into handicap accessibility modifications and shall be incorporated into the submission for Board approval.
2. The Board shall permit reasonable accommodation of any request for handicap accessibility modifications but shall grant such permission subject to all statutory and local ordinance requirements.

I. Procedures:

- A. Article VII – Architectural Control, Section 4 – Procedures, Section 5 – Rules and Section 6 – Enforcement shall be the primary instructions of the Design Review Board.

- B. Submissions shall comply with the requirements set forth herein and include the attached application form.
- C. The Board shall conduct semi-annual neighborhood surveys for the purpose of enforcement of these guidelines. The Board shall not assume responsibility of the Owners for compliance with the covenants and these guidelines.

II. Guidelines:

- A. Conditions requiring submissions for Design Review Board approval is set forth-in Article VII, Section 3, Conditions.
- B. These guidelines shall not be construed to replace or repeal guidelines set forth in Article VIII – Use of Property, Section 1 – Protective Covenants: These guidelines are set forth to enhance the understanding of the covenants and modify the covenants, as necessary, to maintain their relevance to community desires and concerns.
- C. Article VIII, Section 1, Paragraph D – Animals: Owners who walk their pets in the neighborhood are required to clean up after their pets immediately on private property, community sidewalks, streets, grass buffers and all other common grounds.
- D. Article VIII, Section 1, Paragraph E – Trash: Individual Owners shall be responsible for maintaining sanitary conditions as related to recyclable waste containers. Consolidated recycling areas shall be the responsibility of all owners who place their recyclable waste at that location. The effort to preserve our natural resources and sanitation in the community shall be a community effort.
- E. Article VIII, Section 1, Paragraph G – Temporary Structures; Clothes lines are to be temporary, single-pole type, placed in the rear yard only.
- F. Article VIII, Section 1, Paragraph H – Fences: Fences are approvable under the following circumstances. For Reedy Circle, Orley Place, Dora Place, Comer Square, and Grayson Square fences must not exceed 6 feet in height and can be constructed in any of the styles shown on the attached Appendix A (except in the case where a privacy wall is existing, in which case, the fence must match the privacy wall both in appearance and height, unless the privacy wall is removed and replaced with an approved fence design). Individual houses with pools will be allowed to have 6 feet privacy fences (styles listed in Appendix A). Fencing generally is to be located in the rear yard of the lot, but exceptions may be made on a lot-by-lot basis. Prior to any fence being constructed, written approval and all appropriate permits must be obtained. No significant grading or tree removal will be permitted. Painting of fences shall

not be permitted. Clear sealer or stain protective coatings are permitted and shall be submitted for approval. Vinyl fences are acceptable as long as the colors used comply with the guidelines.

Refer to attached Appendix A for approved fence designs.

III. Fine and Penalty Schedule:

In the event an Owner or other resident is found by the Board to be in violation of the Architectural Guidelines/Rules and Regulations, the By-Laws, or the Declaration, including any resolution or amendment thereto, the Owner of the Lot will be notified of the violation in writing via first class mail. The "violation notice" shall detail the nature of the violation and advise the Owner that the violation must be corrected within thirty (30) days of the date of the notice. The Owner will also be warned against further violations.

Within fifteen (15) days after the date of the violation notice, the Owner may request an appeal hearing before the Board. The hearing procedure shall be as follows:

A. A request for a hearing must be made in writing and sent to the Board by certified mail, return receipt requested. All hearing requests must be postmarked within fifteen (15) days from the date of the violation notice; otherwise, the Owner will be deemed to have waived his or her right to appeal.

B. Upon receipt, the Board will promptly schedule a hearing and notify the Owner of the location, date and time thereof via certified mail, return receipt requested. The purpose of the hearing is to allow the Owner to appear before the Board and present evidence and argument as to why the Board's decision is in error or should be modified. In the event the Owner fails to appear at the hearing, his or her request for hearing shall be deemed withdrawn.

C. The Owner will be allowed a maximum of ten (10) minutes to present his or her case at the hearing. At the conclusion of the hearing, the Board will render its decision and will notify the Owner in writing via certified mail, return receipt requested.

D. If a hearing is not requested by an Owner, or the Board denies any appeal, the Board shall impose a fine of One Hundred Dollars (\$100.00) for each separate violation set forth in the violation notice. The Board shall notify the Owner in writing via certified mail, return receipt requested as to the amount and nature of all fines imposed. Any fine(s) imposed shall bear interest at the rate of twenty-four percent (24%) per

annum. The amount of the fine(s), plus accumulated interest, shall be carried on the account of the Owner on the books and records of the Association.

E. Imposition of the fine(s) by the Board as set forth in paragraph (D) shall in no way be deemed a waiver by the Board of its right to take other action against the Owner to compel compliance with the Declaration, By-Laws and/or the Architectural Guidelines/Rules and Regulations as set forth in Article VII, Section 6 of the Declaration. The Board specifically reserves the right to take such action against the Owner as it deems appropriate either before or after fine(s) are imposed pursuant to paragraph (D) above, including but not limited to seeking an injunction against further violations.

F. In the event of a future occurrence that an Owner or Resident knows or reasonably believes will result in a violation of the Declaration, By-Laws, and/or Architectural Guidelines/Rules and Regulations, the Owner or Resident may petition the Board for a waiver from strict compliance with the Declaration, By-Laws, and/or Architectural Guidelines/Rules and Regulations. Any such request must be in writing and sent by first class mail at least ten (10) days before said occurrence. The Board shall consider all such requests separately and on the merits of each individual request. The Board shall issue a decision on the request, either granting or denying the request, either in whole or in part, and shall send such decision to the Owner or Resident by first class mail.

G. The Board may, in the exercise of its powers, take any and all necessary legal action to collect the amount of any fine(s) imposed. In the event legal action is required to recover any fine(s) or to seek any equitable remedy, including but not limited to an injunction, the Association shall be entitled to recover all reasonable attorneys' fees and Court costs from the Owner.

H. In the event a title company, mortgage lender, attorney or real estate agent requests a statement from the Association as to the fees and charges outstanding against the Owner's property and any fine(s) imposed and accumulated interest have not been paid, the statement from the Association shall so indicate the amount of the unpaid fees, charges, fine(s) and all accumulated interest. No statement indicating that all fees and charges have been paid will be issued unless and until all fees, charges, fine(s) and accumulated interest have been paid in full.

LAW OFFICE OF DONNA S. MANDL
1725 TOWER ROAD
ABERDEEN, MARYLAND 21001
(443) 807-0044/FAX: (410) 734-6698
EMAIL: DMANDL@COMCAST.NET

August 19, 2007

VIA FIRST CLASS MAIL

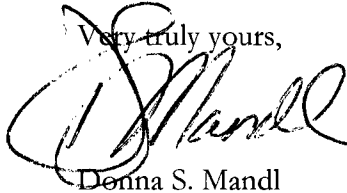
Clerk's Office – Land Records
Circuit Court of Harford County
20 W. Courtland Street.
Bel Air, Maryland 21014

RE: Major's Choice Homeowners Association, Inc.
Architectural Guidelines
HOA Depository Filing

Dear Sir or Madam:

Enclosed for filing in the Harford County Land Records – HOA Depository, please find the Major's Choice Homeowners Association, Inc.'s revised Architectural Guidelines. Also enclosed is a check in the amount of \$25.00 payable to the Clerk of the Court for the filing fee.

Please return the filing receipt to the undersigned. Should you have any questions regarding the attached, please feel free to contact the undersigned. Thank you.

Very truly yours,

Donna S. Mandl

DSM:pc

Enclosure

LIBR0028 FOLIO0480

LIBR0005 FOLIO0152

AMERICAN PROPERTY SERVICES, INC.
221 SOUTH MAIN STREET, SUITE 204 • BEL AIR, MD. 21014
410-893-8333 • FAX 410-638-0312
Ampropserv@AOL.com

August 9, 2007

Dear Fellow Homeowner:

Attached is your copy of the new and revised list of Rules and Regulations, which was adopted by the Board of Directors on August 8, 2007.

In revising and adding to the Rules and Regulations, the Board has made every attempt to be fair and reasonable. (These Rules and Regulations have been reviewed by the Association's attorney, Donna Mandl, in conjunction with the Declaration of Covenants, Conditions and Restrictions, to make certain that the Board is acting within its authority). After all, as homeowners, we are obligated to set an example and live by the rules, too.

At first glance, the Rules and Regulations may seem ponderous, but for the most part they are merely a matter of common sense. And why we have them at all is to keep the community aging gracefully and promote harmony among the residents.

Majors Choice is one of the most attractive communities in Harford County and the Board of Directors is charged with the responsibility of keeping it that way. As such, we feel compelled to make sure that Majors Choice continues to be a community that will appeal to prospective buyers with properties that continue to escalate in value.

Please read the Rules and Regulations carefully, and then they should be kept with your Homeowners Association Documents.

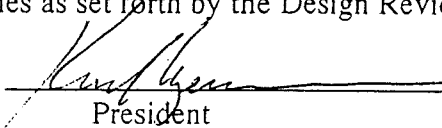
Owners who rent their properties and do not live in the community are reminded that their tenants must also abide by these rules, and it would be appreciated if they would make certain that their tenants receive a copy.

The Board of Directors
Majors Choice Homeowners Association

ARCHITECTURAL GUIDELINES FOR
TOWNHOUSE & SINGLE-FAMILY HOUSE PROPERTIES

PRODUCED BY THE 2007 BOARD OF DIRECTORS FOR
MAJORS CHOICE HOMEOWNERS ASSOCIATION
MAJORS CHOICE, INCORPORATED

The Board of Directors ("the Board") does hereby approve and adopt Architectural
guidelines as set forth by the Design Review Board on this date: 5/8/07

Signed: 

President

Board of Directors

Majors Choice Homeowners Association

Majors Choice Inc.

GENERAL:

- A. These guidelines are set forth to supplement and enhance the Majors Choice Declaration of Covenants and Restrictions dated January 3, 1986. And to revise the Architectural Guidelines, dated 1992 and 2005.
- B. These guidelines shall not be construed to replace or repeal said covenants.
- C. These guidelines shall not be construed to take precedent over any governmental authority having jurisdiction, codes or regulations, pertaining to property or improvements thereon.
- D. All proposed construction, alterations and/or improvements shall be reviewed and approved by the Board of Majors Choice, Inc. as set forth in Article VII, Section 4, Procedures as herein modified. Submissions shall be addressed to the attention of Majors Choice Homeowners Association, in care of American Property Services, Inc., 221 South Main Street, Suite 204, Bel Air, Maryland 21014, (410) 893-8333.
- E. Reviews and approvals by the Board do not constitute approvals by Government Authorities having jurisdiction for zoning or construction permits. The property owner shall be responsible for obtaining all required approvals from Governmental Agencies having jurisdiction.
- F. The Board shall not review submissions of proposed improvements for code compliance nor for constructability. The Design Review Board shall review submissions of proposed improvements for design, appearance, use, location and maintenance to enhance values and maintain harmony as set forth in Article VII, Section 4, Procedures and Section 5, Rules.

G. Article VIII, Section 1, Paragraph I – Sheds: No carports or detached garages are permitted. Sheds shall not exceed 8 feet in width, 12 feet in length and 8 feet in height. Approval of shed sizes shall vary with existing lot conditions. Refer to the Covenants for Townhouse Shed Requirements.

H. Article VIII, Section 1, Paragraph K – Signs: No signs of any character shall be erected, posted or displayed upon any Lot or dwelling situate upon any Lot. One real estate sign per lot shall be allowed in accordance with the Covenants.

I. Article VIII, Section 1, Paragraph M – Landscaping:

1. The Board shall not permit significant tree removal without prior approval.
2. Vegetable gardens are permitted and shall be located to the rear of the property and screened from public roads.
3. Large plants, shrubs and trees whose location will visually impact neighboring properties shall not be permitted without prior approval by the Board.
4. Trellis, wood screens, gazebo structures, cupolas, etc., shall not be permitted without prior approval by the Board.
5. Basketball backstops may be placed adjacent to the front driveway. No portable basketball hoops may be placed on common property without written approval from the Board. Backstop poles shall not be located further than 1/2 the distance from the face of the garage to the house-side edge of the sidewalk (i.e., whirligigs, corner fence with rails sloped to grade, etc.).
6. Lawn ornaments shall be permitted only incorporated into natural landscaped areas (i.e., flower beds, gardens, mulched shrub areas). Lawn ornaments shall be maintained in good condition and shall be quality design and materials.
7. Submission of plat (site plan), deck plan and elevations shall be required. Deck sizes shall comply with yard set back requirements. Decks may be stained with clear or tinted deck stains. No latex or enamel paint may be used; however, white vinyl railings may be installed on decks. Acceptable decking materials are: wood, composite or manufactured lumber, trex, or white pvc. Deck colors used must comply with the guidelines.

8. Swimming pools constructed in ground shall be permitted. Swimming pools constructed above ground shall not be permitted. Temporary (seasonal) children's pools of less than 8' diameter and 2' in height shall be permitted for summer use on a temporary basis, as long as removed daily. Whirlpool baths and spas above grade are permitted when incorporated into a deck and/or landscaping plans, and shall be located in the rear of the property.
 9. Landscape lighting shall be permitted. Floodlights, spot lights (other than temporary holiday lighting) shall be permitted, provided that the illuminated area does not exceed the limits of the property being illuminated. The owner is responsible for shielding all security or landscape lighting to prevent illumination or glare on adjacent properties.
 10. Concrete patios, sidewalks, driveways shall be of broom finish and color consistent with community standards. Stained or colored concrete is not acceptable.
 11. The Board shall not permit the use of brick, paving blocks and stones without prior approval.
 12. The locating of swings, ornaments or other structures incorporated into a landscaping design, shall be permitted in side yards at corner lot locations only. The following restrictions apply: objects shall not project beyond the front line of the residence, nor beyond the required side yard set back regulations. The ARC shall review requests on a case-by-case basis for approval by the Board.
- J. Awnings: Awnings shall be permitted. They shall be limited to the rear of the houses only (play swings and structures are not allowed in side yard locations). They are to be used as shading devices over decks and patios. They shall not be used over individual window frames.

Suitable materials to be used are as follows: Frames shall be constructed of rigid framing members, color coordinated to the residence. Fabric coverings over the frames are permitted. The fabric shall be of either canvas or acrylic. The fabric shall be a solid color, matching the residence.

K. Exterior Modifications, Replacements:

1. Townhouses: Exterior additions, modifications or replacements of roofing, siding, doors, gutters, and down spouts, sidewalks, porch railings, etc., shall match, by color, existing conditions of

that cluster. The Board shall install no exterior additions, modifications or replacements without prior approval.

2. For Reedy Circle and Orley Place, the color of the existing siding, trim and shutters are to remain the same color as the entire group of townhouses to which they are attached. For Dora Place, Comer Square, and Grayson, such items may change but must be a color which was originally present on your street at the time of construction. The actual materials of construction, however, must remain unchanged in style, content and construction.

Refer to the attached Appendix B for approved color selections.

L. Exterior Storm Doors and Windows:

1. No storm windows shall be permitted.
2. Storm doors shall be permitted. Storm doors shall be of complimentary color and wood or metal. No storm doors shall be installed without prior approval by the Board.

M. Portable Air Conditioners: Portable window air conditioners may be used in rear, upstairs windows only. Portable window air conditioners may not be used in front windows.

N. Handicap Accessibility:

1. No exterior handicap accessibility modifications shall be installed without prior approval by the Board. Screening devices may be incorporated into handicap accessibility modifications and shall be incorporated into the submission for Board approval.
2. The Board shall permit reasonable accommodation of any request for handicap accessibility modifications but shall grant such permission subject to all statutory and local ordinance requirements.

I. Procedures:

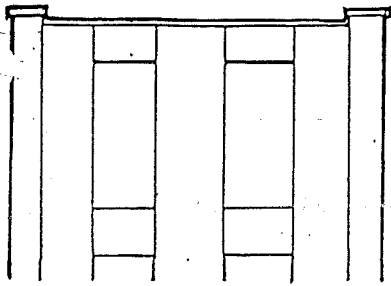
- A. Article VII – Architectural Control, Section 4 – Procedures, Section 5 – Rules and Section 6 – Enforcement shall be the primary instructions of the Design Review Board.

- B. Submissions shall comply with the requirements set forth herein and include the attached application form.
- C. The Board shall conduct semi-annual neighborhood surveys for the purpose of enforcement of these guidelines. The Board shall not assume responsibility of the Owners for compliance with the covenants and these guidelines.

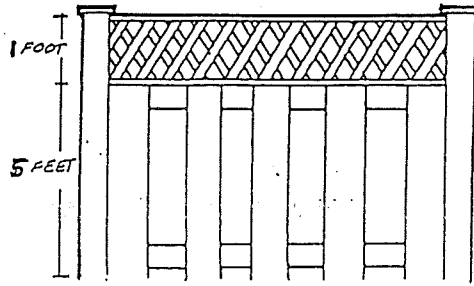
II. Guidelines:

- A. Conditions requiring submissions for Design Review Board approval is set forth in Article VII, Section 3, Conditions.
- B. These guidelines shall not be construed to replace or repeal guidelines set forth in Article VIII – Use of Property, Section 1 – Protective Covenants: These guidelines are set forth to enhance the understanding of the covenants and modify the covenants, as necessary, to maintain their relevance to community desires and concerns.
- C. Article VIII, Section 1, Paragraph D – Animals: Owners who walk their pets in the neighborhood are required to clean up after their pets immediately on private property, community sidewalks, streets, grass buffers and all other common grounds.
- D. Article VIII, Section 1, Paragraph E – Trash: Individual Owners shall be responsible for maintaining sanitary conditions as related to recyclable waste containers. Consolidated recycling areas shall be the responsibility of all owners who place their recyclable waste at that location. The effort to preserve our natural resources and sanitation in the community shall be a community effort.
- E. Article VIII, Section 1, Paragraph G – Temporary Structures; Clothes lines are to be temporary, single-pole type, placed in the rear yard only.
- F. Article VIII, Section 1, Paragraph H – Fences: Fences are approvable under the following circumstances. For Reedy Circle, Orley Place, Dora Place, Comer Square, and Grayson Square fences must not exceed 6 feet in height and can be constructed in any of the styles shown on the attached Appendix A (except in the case where a privacy wall is existing, in which case, the fence must match the privacy wall both in appearance and height, unless the privacy wall is removed and replaced with an approved fence design). Individual houses with pools will be allowed to have 6 feet privacy fences (styles listed in Appendix A). Fencing generally is to be located in the rear yard of the lot, but exceptions may be made on a lot-by-lot basis. Prior to any fence being constructed, written approval and all appropriate permits must be obtained. No significant grading or tree removal will be permitted. Painting of fences shall

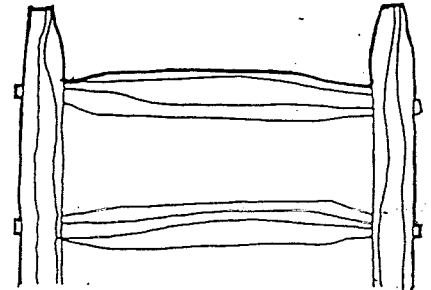
Appendix A



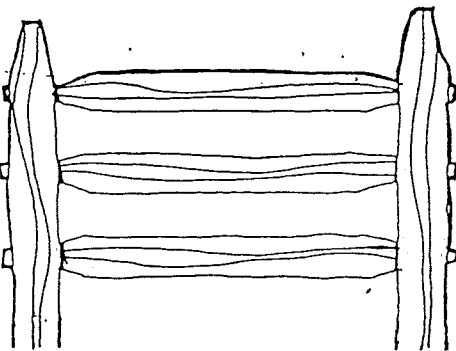
A) Board on Board



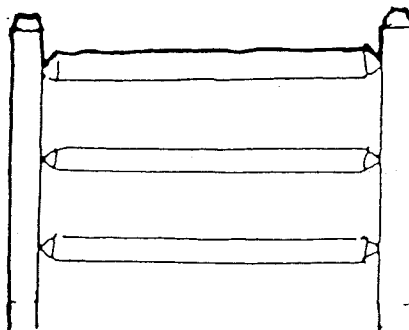
B) Board on Board
with Lattice



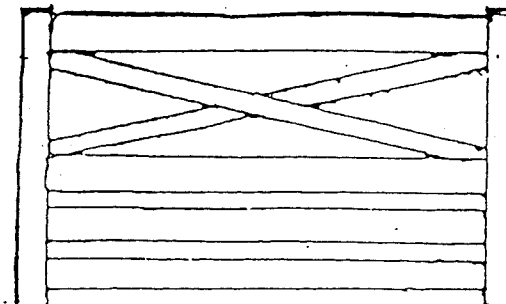
C) Two Rail Split



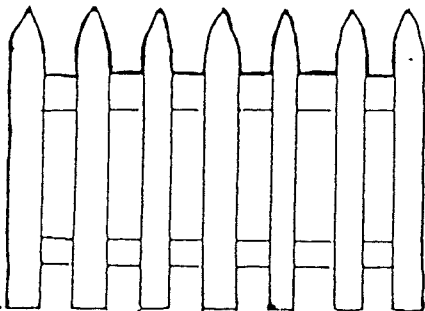
D) Three Rail Split



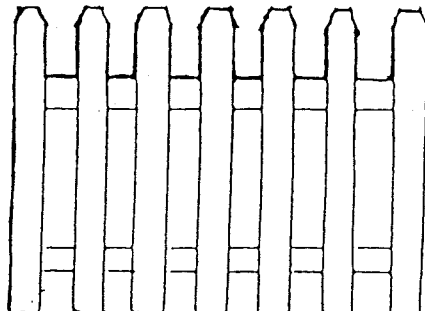
E) Three Rail Round



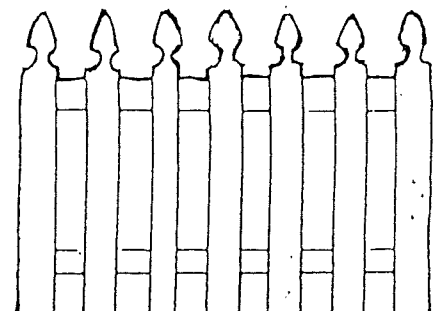
F) Barn or Estate Style



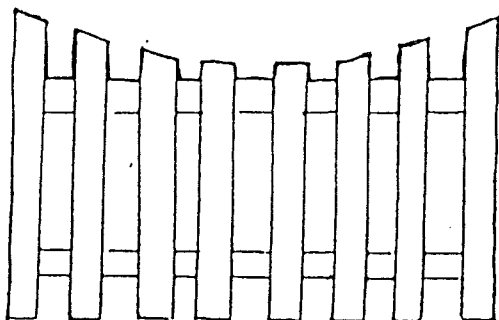
G) Gothic Picket



H) Dog Eared Picket



I) French Gothic



J) Scalloped

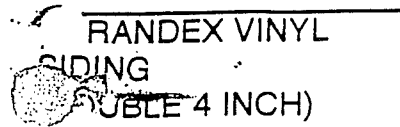
AMERICAN LANDMARK TOWNHOUSE COLOR CHART

SILVER UNITS

BEIGE UNITS

WHITE UNITS

TAN UNITS

 RANDEX VINYL SIDING SUBLE 4 INCH)	SILVER	BEIGE	WHITE	TAN
TRIM (SEMIGLOSS) McCORMICK**	MC 100 WHITE	MC 112 WOODLAND	MC 106 INCENSE	MC 111 TAVERN BEIGE
SCALLOPED WOODEN SHINGLES (PAINT) SHERWIN WILLIAMS	TIN SMITH	CASABLANCA	WHITE FLAT	2080
SCALLOPED WOODEN SHINGLES (STAIN)- OLYMPIC***	OS CAPE COD GRAY	OS NAVAJHO WHITE	OS OUTSIDE WHITE	OS BEIGE- GRAY
SHUTTERS (LATEX PAINT- WON'T PEEL) McCORMICK	BLACK	MC222 FAIRFAX BROWN	BLACK	MC222 FAIRFAX BROWN

DOUBLE PANEL STYLE SHUTTERS- USE LATEX PAINT ONLY

ONLY DURON HAS EXACT COLOR MATCHES FOR McCORMICK COLORS.

**OLYMPIC STAIN CAN BE PURCHASED AT HARRISON'S PAINT (838-3670)

HOUSE NUMBERS

<u>ORLEY PLACE</u>	700 702 704 706 708 710 724 726 728 730 732 734 735 737 739 741 743	723 725 727 729 731 733	713 715 717 719 721 745 747 749 751 753	701 703 705 707 709 711 712 714 716 718 720 722
<u>REEDY CIRCLE</u>	701 703 705 707 709 711 722 724 726 728 730 732 725 727 729 731 733 735	712 714 716 718 720 746 748 750 752 754 756	700 702 704 706 708 710 713 715 717 719 721 723 758 760 762 764 766	734 736 738 740 742 744

McCORMICK (728-6692) SHERWIN WILLIAMS (838-2975) DURON (879-0955)

410-420
2540
221 Gateway Dr
across from
concrete
ect.

McCormick DOOR COLORS

216-HEATHERSTONE
217-FARM HOUSE RED
222-FAIRFAX BROWN
479-CAPE BLUE

DURON DOOR COLORS

FOREST GREEN

ROOF SHINGLES-BRAND CERTAIN TEED

SILVER UNITS-SLATE GRAY
BEIGE UNITS-TIMBER BLEND
WHITE UNITS-WEATHERED BLEND (WOOD)
TAN UNITS-CEDAR BROWN

SHINGLES CAN BE PURCHASED AT ---- ALLIED BUILDING SUPPLY (BALTO.) 325-7915

OR

THE ROOF CENTER (BALTO.) 866-9000

SIDING CAN BE PURCHASED AT NORANDEX --- 944-4200
(PREMIUM VINYL SIDING --- 4 IN DOUBLE HUNG) TELL THEM YOU'RE FROM MAJOR'S CHOICE

AMERICAN PROPERTY SERVICES, INC.
221 SOUTH MAIN STREET, SUITE 204 • BEL AIR, MD. 21014
410-893-8333 • FAX 410-638-0312
Amproserv@AOL.com

January 24, 2006

Dear Fellow Homeowner:

Attached is your copy of the new and revised list of Rules and Regulations, which was adopted by the Board of Directors on January 19, 2006.

In revising and adding to the Rules and Regulations, the Board has made every attempt to be fair and reasonable. (These Rules and Regulations have been reviewed by the Association's attorney, Michael Mannes, in conjunction with the Declaration of Covenants, Conditions and Restrictions, to make certain that the Board is acting within its authority). After all, as homeowners, we are obligated to set an example and live by the rules, too.

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Owners who rent their properties and do not live in the community are reminded that their tenants must also abide by these rules, and it would be appreciated if they would make certain that their tenants receive a copy.

The Board of Directors
Majors Choice Homeowners Association

II. Guidelines:

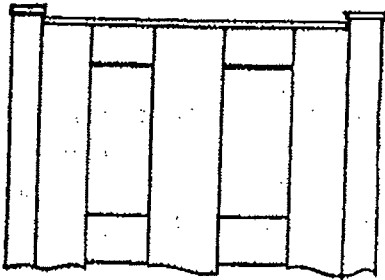
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- B. These guidelines shall not be construed to replace or repeal guidelines set forth in Article VIII – Use of Property, Section 1 – Protective Covenants: These guidelines are set forth to enhance the understanding of the covenants and modify the covenants, as necessary, to maintain their relevance to community desires and concerns.
- C. Article VIII, Section 1, Paragraph D – Animals: Owners who walk their pets in the neighborhood are required to clean up after their pets immediately on private property, community sidewalks, streets, grass buffers and all other common grounds.
- D. Article VIII, Section 1, Paragraph E – Trash: Individual Owners shall be responsible for maintaining sanitary conditions as related to recyclable waste containers. Consolidated recycling areas shall be the responsibility of all owners who place their recyclable waste at that location. The effort to preserve our natural resources and sanitation in the community shall be a community effort.
- E. Article VIII, Section 1, Paragraph G – Temporary Structures; Clothes lines are to be temporary, single-pole type, placed in the rear yard only.
- F. Article VIII, Section 1, Paragraph H – Fences: Fences are approvable under the following circumstances. For Reedy Circle, Orley Place, Dora Place, Comer Square, and Grayson Square fences must not exceed six feet in height and can be constructed in any of the styles shown on the attached Appendix A (except in the case where a privacy wall existing, in which case, the fence must match the privacy wall both in appearance and height, unless the privacy wall is removed and replaced with an approved fence design). Individual houses with pools will be allowed to have 6' privacy fences (styles listed in Appendix A). Fencing generally is to be located in the rear yard of the lot, but exceptions may be made on a lot-by-lot basis. Prior to any fence being constructed, written approval and all appropriate permits must be obtained. No significant grading or tree removal will be permitted. Painting of fences shall not be permitted. Clear sealer or stain protective coatings are permitted and shall be submitted for approval. Vinyl fences are acceptable as long as the colors used comply with the guidelines.

(Refer to attached Appendix A-for approved fence designs).

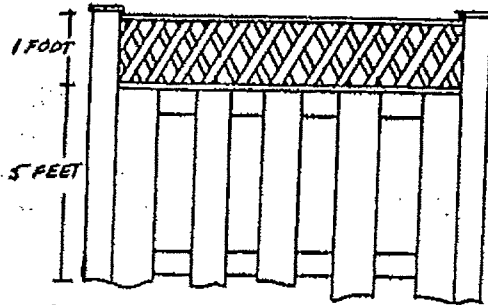
GUIDELINES

- 1) Planting, removal, or replacement of trees must be submitted for approval.
- 2) Fences are approvable under the following circumstances. For Reedy Circle and Orley Place, fences must not exceed four feet in height and can be constructed in any of the styles listed below. On Dora place, Comer Square and Grayson, fences may either be four feet in height or six feet in height and can only be constructed as a board on board, or five foot board on board, one foot lattice as illustrated below. (except in the case where a privacy wall exists, in which case the fence must match the privacy wall both in appearance and height, unless the privacy wall is removed and replaced with an approved fence design). Fencing generally is to be located in the rear yard of the lot, but exceptions may be made on a lot by lot basis. Prior to any fence being constructed, written approval must be given by Majors Choice, and all appropriate permits must be obtained. No significant grading or tree removal will be permitted. If you chose to stain your fence, use the guidelines for the staining of decks. If you chose to stain both your fence and your deck, they must be of a matching color stain.

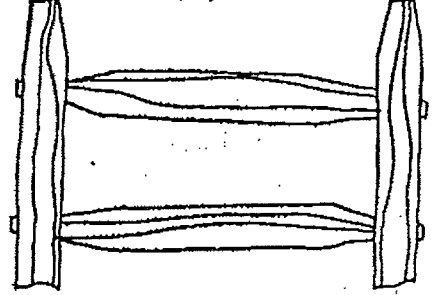
A) Board on Board



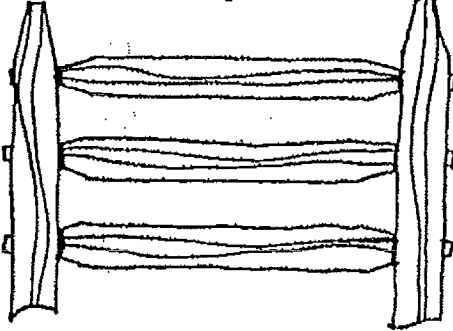
B) Board on Board/Lattice



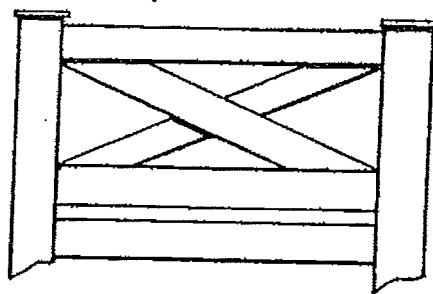
C) Two Rail Split



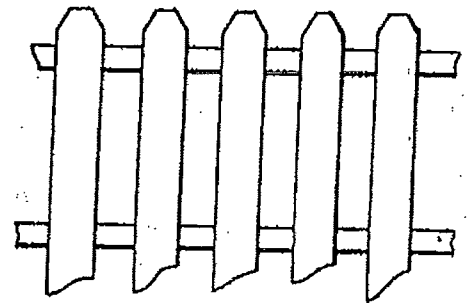
D) Three Rail Split



E) Barn Style



F) Dog Eared Picket



- 3) No carports or detached garages will be approved or permitted.
 - 4) No swimming pools of any kind are permitted, with the exception of temporary kiddie pools.
 - 5) No awnings of any kind are permitted.
 - 6) No exterior additions, including but not limited to roofing, siding, doors, gutters and downspouts, shall be approved or permitted unless such additions are in harmony with the group of townhomes to which they are attached or constructed.
- Storage sheds will be permitted provided the shed is of wood construction and matches the house. Sheds are to be kept in good repair and placed at the rear of the property.

- 8) No satellite dishes of any kind. No exterior Television antennas of any kind.
- 9) Storm doors shall be metal or wood and either be black, white, or the same color as either the trim or the main body of the house.
- 10) Clotheslines are to be temporary, single pole type placed in the rear only.
- 11) No boats, commercial or recreational vehicles or trailers, campers, tractors, junked vehicles, or any vehicle other than private passenger vehicles in regular operation will be permitted on any lot.
- 12) No chickens, goats, pigs, horses, or any other non domesticated animal will be allowed or permitted. No more than two domestic household pets will be permitted per household. Owners who walk their pets in the neighborhood are required to clean up after their pets on all grounds including common areas.
- 13) Professional signs are not permitted.
- 14) For sale signs are permitted but shall not exceed one sign.
- 15) For Reedy Circle and Orley Place, the color of the exterior siding, trim and shutters are to remain the same color as the entire group of townhomes to which they are attached. For Dora Place, Comer Square and Grayson, such items may change but must be a color which was originally present on your street at the time of construction. The actual materials of construction however must remain unchanged in style, content, and construction.
- 6) Decks - All decks must be submitted for approval in detail with a copy of your plat (site plan) included showing the location on the property. All decks must conform to the local building codes and all proper building permits must be obtained. Any exterior grade Waterproofing clear stain in the Brown or Redwood family may be used with approval. If you have a stained fence, the deck must be stained the same color.
- 17) Vegetable gardens are to be planted to the rear of the property and screened from public roads. Large plants, shrubs, and trees shall be submitted to Majors Choice Homeowners Association as a landscape change for approval.

APPLICATION

Approval of this project by the Majors Choice Architectural Review Committee is not to considered as permission to build. All required building permits and approvals must be obtained before starting any construction. Approval of this application is valid for six months from the date it is approved. If the project indicated is not completed within six months, the application must be submitted again for approval.

NAME:

ADDRESS:

TOWNHOME ☐ SINGLE FAMILY ☐

PHONE:

DATE OF APPLICATION:

DESCRIBE YOUR PROJECT:

The above submitted project is approved, provided all necessary permits are obtained. Homeowner will provide copies of all required permits to Trenton Property Services Inc. to be kept on file with this form.

The above project is denied for the following reasons.

ARCHITECTURAL GUIDELINES FOR
TOWNHOUSE & SINGLE-FAMILY HOUSE PROPERTIES

PRODUCED BY THE 1995 BOARD OF DIRECTORS FOR
MAJORS CHOICE HOMEOWNERS ASSOCIATION
MAJORS CHOICE INCORPORATED

The Board of Directors does hereby approve and adopt Architectural guidelines as set forth by the Design Review Board on this Date September 19, 1995

Signed: _____

President

Board of Directors

Majors Choice Homeowners Association

Majors Choice Inc.

GENERAL:

- A. These guidelines are set forth to supplement and enhance the Majors Choice Declaration of Covenants and Restrictions dated January 3, 1986, and to revise the Architectural Guidelines, dated 1992.
 - B. These guidelines shall not be construed to replace or repeal said covenants.
 - C. These guidelines shall not be construed to take precedent over any governmental authority having jurisdiction, codes or regulations, pertaining to property or improvements thereon.
 - D. All proposed construction, alterations and/or improvements shall be reviewed and approved by the Board of Directors of Majors Choice Inc. as set forth in Article VII, Section 4, Procedures as herein modified. Submissions shall be addressed to the Attention of Majors Choice Homeowners Association, in care of American Property Management, P.O. Box 553, BelAir, Maryland 21014-0553, Telephone No. 893-8333.
 - E. Reviews and approvals by the Board of Directors do not constitute approvals by Governmental Authorities having jurisdiction for zoning or construction permits. The property owner shall be responsible for obtaining all required approvals from Governmental Agencies having jurisdiction.
 - F. The Board of Directors shall not review submissions of proposed improvements for code compliance nor for constructability.
- The Design Review Board shall review submissions of proposed improvements for design, appearance, use, location and maintenance to enhance values and maintain harmony as set forth in Article VII, Section 4, Procedures and Section 5, Rules.

II. GUIDELINES:

- A. Conditions requiring submissions for Design Review Board approval are set forth in Article VH, Section 3, Conditions.
- B. These guidelines shall not be construed to replace or repeal guidelines set forth in Article VIII - Use of Property, Section 1 - Protective Covenants: These guidelines are set forth to enhance the understanding of the covenants and modify the covenants, as necessary, to maintain their relevance to community desires and concerns.
- C. Article VIII, Section 1, Paragraph d - Animals: Owners who walk their pets in the neighborhood are required to clean up after their pets on private property, community sidewalks, streets, grass buffers and all other common grounds.
- D. Article VIII, Section 1, Paragraph e - Trash: Individual Owners shall be responsible for maintaining sanitary conditions as related to recyclable waste containers. Consolidated recycling areas shall be the responsibility of all Owners who place their recyclable waste at that location. The effort to preserve our natural resources and sanitation in the community shall be a community effort.
- E. Article VIII, Section 1, Paragraph g - Temporary Structures: Clothes lines are to be temporary, single-pole type, placed in the rear yard only.
- F. Article VIII, Section 1, Paragraph h - Fences: Fences are approvable under the following circumstances. For Reedy Circle, Orley Place, Dora Place, Comer Square and Grayson Square fences must not exceed six feet in height and can be constructed in any of the styles shown on the attached Appendix A (except in the case where a privacy wall existing, in which case, the fence must match the privacy wall both in appearance and height, unless the privacy wall is removed and replaced with an approved fence design). Individual houses with pools will be allowed to have 6' privacy fences (styles listed in Appendix A). Fencing generally is to be located in the rear yard of the lot, but exceptions may be made on a lot by lot basis. Prior to any fence being constructed, written approval and all appropriate permits must be obtained. No significant grading or tree removal will be permitted. Staining of fences shall not be permitted. Clear sealer protective coatings are permitted and shall be submitted for approval.

(Refer to attached Appendix A for approved fence designs.)

G. Article VIII, Section 1, Paragraph i - Sheds: No carports or detached garages are permitted. Sheds of up to 12' x 16' shall be permitted for single-family houses. Approval of shed sizes shall vary with existing lot conditions. Refer to the Covenants for Townhouse Shed Requirements.

H. Article VIII, Section 1, Paragraph k - Signs: Announcement signs (i.e. births, birthdays, elections, celebrations, etc.) of temporary nature are permitted on a temporary basis. The determination of temporary basis shall be established by the review board. One real estate sign per lot shall be allowed in accordance with the Covenants.

I. Article VIII, Section 1, Paragraph m - Landscaping:

1. Significant tree removal shall not be permitted without prior approval by the Board.

2. Vegetable gardens are permitted and shall be located to the rear of the property and screened from public roads.

3. Large plants, shrubs and trees whose location will visually impact neighboring properties shall not be permitted without prior approval by the Board.

4. Trellis, wood screens, gazebo structures, cupolas, etc., shall not be permitted without prior approval by the Board.

5. Basketball backstops may be placed adjacent to the front driveway. Backstop poles shall not be located further than 1/2 the distance from the face of the garage to the house-side edge of the sidewalk (i.e., whirligigs, corner fence with rails sloped to grade, etc.).

6. Lawn ornaments shall be permitted only incorporated into natural landscaped areas (i.e., flower beds, gardens, mulched shrub areas). Lawn ornaments shall be maintained in good condition and shall be of quality design and materials.

7. Decks shall not be permitted without prior approval by the Board. Submission of plat (site plan), deck plan and elevations shall be required. Deck sizes shall comply with yard set back requirements. Decks may be stained with clear or tinted deck stains. No latex or enamel paint may be used. The stain finishes allowed include: natural treated lumber, redwood, colors matching the existing residence.

8. Swimming pools constructed in ground shall be permitted. Swimming pools constructed above ground shall not be permitted. Temporary (seasonal) children's pools of less than 8' diameter and 2' in height shall be permitted for summer use on a temporary basis, as determined by the Board. Whirlpool baths and spas above grade are permitted when incorporated into a deck and/or landscaping plan, and shall be located in the rear of the property.
9. Landscape lighting shall be permitted. Flood lights, spot lights (other than temporary holiday lighting) shall be permitted, provided that the illuminated area does not exceed the limits of the property being illuminated. The owner is responsible for shielding all security or landscape lighting to prevent illumination or glare on adjacent properties.
10. Concrete patios, sidewalks, driveways shall be of broom finish and color consistent with community standards. Stained or colored concrete is not acceptable.
11. The use of brick, paving blocks and stones shall not be permitted without prior approval by the Board.
12. The locating of swings, ornaments or other structures incorporated into a landscaping design, shall be permitted in side yards at corner lot locations only. The following restrictions apply: The objects shall not project beyond the front line of the residence, nor beyond the required side yard set back regulations. The ARC shall review requests on a case by case basis for approval by the Board.
- J. Awnings: Awnings shall be permitted for the detached, single-family houses. They shall be limited to the rear of the houses only (play swings and structures are not allowed in side yard locations). They are to be used as shading devices over decks and patios. They shall not be used over individual window frames.

Suitable materials to be used are as follows: Frames shall be constructed of rigid framing members, color coordinated to the residence. Fabric coverings over the frames are permitted. The fabric shall be of either canvas or acrylic. The fabric shall be a solid color, matching the residence.

K. Exterior Modifications, Replacements:

1. Townhouses: Exterior additions, modifications or replacements of roofing, siding, doors, gutters and down spouts, sidewalks, porch railings, etc., shall match, by color and material, existing conditions of that cluster. No

exterior additions, modifications or replacements shall be installed without prior approval by the Board.

2. For Reedy Circle and Orley Place, the color of the existing siding, trim and shutters are to remain the same color as the entire group of townhouses to which they are attached. For Dora Place, Comer Square and Grayson, such items may change but must be a color which was originally present on your street at the time of construction. The actual materials of construction, however, must remain unchanged in style, content and construction.

Refer to attached Appendix B for approved color selections.)

L. Exterior Storm Doors and Windows:

1. No storm windows shall be permitted.
2. Storm doors shall be permitted. Storm doors shall be of complimentary color and wood or metal. No storm doors shall be installed without prior approval by the Board.

M. Handicap Accessibility:

1. No exterior handicap accessibility modifications shall be installed without prior approval by the Board. Screening devices may be incorporated into handicap accessibility modifications and shall be incorporated into the submission for Board approval.
2. The Board shall not take precedent over code regulations for the construction of handicap accessibility modifications.

III. PROCEDURES:

- A. Article VII - Architectural Control, Section 4 - Procedures, Section 5 - Rules and Section 6 - Enforcement shall be the primary instructions of the Design Review Board.
- B. Submissions shall comply with the requirements set forth herein and include the attached application form.
- C. The Board shall conduct semi-annual neighborhood surveys for the purpose of enforcement of these guidelines. The Board shall not assume the responsibility of the Owners for compliance with the covenants and these guidelines.

LOWHOUSE COLOR CHART

	SILVER UNITS	BEIGE UNITS	WHITE UNITS	TAN UNITS
RANDEX VINYL SIDING (DOUBLE 4 INCH)	SILVER	BEIGE	WHITE	TAN
TRIM (SEMIGLOSS) McCORMICK**	MC 100 WHITE	MC 112 WOODLAND	MC 106 INCENSE	MC 111 TAVERN BEIGE
SCALLOPED WOODEN SHINGLES (PAINT) SHERWIN WILLIAMS	TIN SMITH	CASABLANCA	WHITE FLAT	2080
SCALLOPED WOODEN SHINGLES (STAIN)- OLYMPIC***	OS CAPE COD GRAY	OS NAVAJHO WHITE	OS OUTSIDE WHITE	OS BEIGE- GRAY
SHUTTERS (LATEX PAINT- WON'T PEEL) McCORMICK	BLACK	MC222 FAIRFAX BROWN	BLACK	MC222 FAIRFAX BROWN

DOUBLE PANEL STYLE SHUTTERS- USE LATEX PAINT ONLY

ONLY DURON HAS EXACT COLOR MATCHES FOR McCORMICK COLORS.

**OLYMPIC STAIN CAN BE PURCHASED AT HARRISON'S PAINT (838-3670)

HOUSE NUMBERS

ORLEY PLACE	700 702 704 706 708 710 724 726 728 730 732 734 735 737 739 741 743	723 725 727 729 731 733	713 715 717 719 721 745 747 749 751 753	701 703 705 707 709 711 712 714 716 718 720 722
REEDY CIRCLE	701 703 705 707 709 711 722 724 726 728 730 732 725 727 729 731 733 735	712 714 716 718 720 746 748 750 752 754 756	700 702 704 706 708 710 713 715 717 719 721 723 758 760 762 764 766	734 736 738 740 742 744

McCORMICK (728-6692) SHERWIN WILLIAMS (838-2975) DURON (879-0955)

410-420
 2540
 221 Gateway Dr
 across from
 commercial
 elect.

McCormick DOOR COLORS

216-HEATHERSTONE
217-FARM HOUSE RED
222-FAIRFAX BROWN
479-CAPE BLUE

DURON DOOR COLORS

FOREST GREEN

ROOF SHINGLES-BRAND CERTAIN TEED

SILVER UNITS-SLATE GRAY
BEIGE UNITS-TIMBER BLEND
WHITE UNITS-WEATHERED BLEND (WOOD)
TAN UNITS-CEDAR BROWN

SHINGLES CAN BE PURCHASED AT ---- ALLIED BUILDING SUPPLY (BALTO.) 325-7915

OR

THE ROOF CENTER (BALTO.) 866-9000

SIDING CAN BE PURCHASED AT NORANDEX --- 944-4200
(PREMIUM VINYL SIDING --- 4 IN DOUBLE HUNG) TELL THEM YOU'RE FROM MAJOR'S CHOICE

**ARCHITECTURAL GUIDELINES FOR
TOWNHOUSE & SINGLE-FAMILY HOUSE PROPERTIES
PRODUCED BY THE 1993 BOARD OF DIRECTORS FOR
MAJORS CHOICE HOMEOWNERS ASSOCIATION
MAJORS CHOICE INCORPORATED**

The Board of Directors does hereby approve and adopt Architectural guidelines as set forth by the Design Review Board on this Date _____.

Signed: _____

President

Board of Directors

Majors Choice Homeowners Association

Majors Choice Inc.

I. GENERAL:

- A. These guidelines are set forth to supplement and enhance the Majors Choice Declaration of Covenants and Restrictions dated January 3, 1986, and to revise the Architectural Guidelines, dated 1992.
- B. These guidelines shall not be construed to replace or repeal said covenants.
- C. These guidelines shall not be construed to take precedent over any governmental authority having jurisdiction, codes or regulations, pertaining to property or improvements thereon.
- D. All proposed construction, alterations and/or improvements shall be reviewed and approved by the Board of Directors of Majors Choice Inc. as set forth in Article VII, Section 4, Procedures as herein modified. Submissions shall be addressed to the Attention of Majors Choice Homeowners Association, in care of _____
Telephone No. _____.
- E. Reviews and approvals by the Board of Directors do not constitute approvals by Governmental Authorities having jurisdiction for zoning or construction permits. The property owner shall be responsible for obtaining all required approvals from Governmental Agencies having jurisdiction.
- F. The Board of Directors shall not review submissions of proposed improvements for code compliance nor for construct ability.
- G. The Design Review Board shall review submissions of proposed improvements for design, appearance, use, location and maintenance to enhance values and maintain harmony as set forth in Article VII, Section 4, Procedures and Section 5, Rules.

II. GUIDELINES:

- A. Conditions requiring submissions for Design Review Board approval are set forth in Article VII, Section 3, Conditions.
- B. These guidelines shall not be construed to replace or repeal guidelines set forth in Article VIII - Use of Property, Section 1 - Protective Covenants: These guidelines are set forth to enhance the understanding of the covenants and modify the covenants, as necessary, to maintain their relevance to community desires and concerns.
- C. *Article VIII, Section 1, Paragraph d - Animals:* Owners who walk their pets in the neighborhood are required to clean up after their pets on private property, community sidewalks, streets, grass buffers and all other common grounds.
- D. *Article VIII, Section 1, Paragraph e - Trash:* Individual Owners shall be responsible for maintaining sanitary conditions as related to recyclable waste containers. Consolidated recycling areas shall be the responsibility of all Owners who place their recyclable waste at that location. The effort to preserve our natural resources and sanitation in the community shall be a community effort.
- E. *Article VIII, Section 1, Paragraph g - Temporary Structures:* Clothes lines are to be temporary, single-pole type, placed in the rear yard only.
- F. *Article VIII, Section 1, Paragraph h - Fences:* Fences are approvable under the following circumstances. For Reedy Circle and Orley Place, fences must not exceed six feet in height and can be constructed in any of the styles shown on the attached Appendix A. On Dora Place, Comer Square and Grayson, fences may either be four feet in height or six feet in height and can only be constructed as a board on board, or five feet board on board, one foot lattice, as illustrated in Appendix A (except in the case where a privacy wall existing, in which case, the fence must match the privacy wall both in appearance and height, unless the privacy wall is removed and replaced with an approved fence design). Fencing generally is to be located in the rear yard of the lot, but exceptions may be made on a lot by lot basis. Prior to any fence being constructed, written approval and all appropriate permits must be obtained. No significant grading or tree removal will be permitted. Staining of fences shall not be permitted. Clear sealer protective coatings are permitted and shall be submitted for approval.

(Refer to attached Appendix A for approved fence designs.)
- G. *Article VIII, Section 1, Paragraph i - Sheds:* No carports or detached garages are permitted. Sheds of up to 12' x 16' shall be permitted for single-family houses. Approval of shed sizes shall vary with existing lot conditions. Refer to the Covenants for Townhouse Shed Requirements.
- H. *Article VIII, Section 1, Paragraph k - Signs:* Announcement signs (i.e. births, birthdays, elections, celebrations, etc.) of temporary nature are permitted on a temporary basis. The determination of temporary basis shall be established by the review board. One real estate sign per lot shall be allowed in accordance with the Covenants.

I. *Article VIII, Section 1, Paragraph m - Landscaping:*

1. Significant tree removal shall not be permitted without prior approval by the Board.
2. Vegetable gardens are permitted and shall be located to the rear of the property and screened from public roads.
3. Large plants, shrubs and trees whose location will visually impact neighboring properties shall not be permitted without prior approval by the Board.
4. Trellis, wood screens, gazebo structures, cupolas, etc., shall not be permitted without prior approval by the Board.
5. Basketball backstops may be placed adjacent to the front driveway. Backstop poles shall not be located further than 1/2 the distance from the face of the garage to the house-side edge of the sidewalk (i.e., whirlygigs, corner fence with rails sloped to grade, etc.).
6. Lawn ornaments shall be permitted only incorporated into natural landscaped areas (i.e., flower beds, gardens, mulched shrub areas). Lawn ornaments shall be maintained in good condition and shall be of quality design and materials.
7. Decks shall not be permitted without prior approval by the Board. Submission of plat (site plan), deck plan and elevations shall be required. Deck sizes shall comply with yard set back requirements. Decks may be stained with clear or tinted deck stains. No latex or enamel paint may be used. The stain finishes allowed include: natural treated lumber, redwood, colors matching the existing residence.
8. Swimming pools constructed in ground shall be permitted. Swimming pools constructed above ground shall not be permitted. Temporary (seasonal) children's pools of less than 8' diameter and 2' in height shall be permitted for summer use on a temporary basis, as determined by the Board. Whirlpool baths and spas above grade are permitted when incorporated into a deck and/or landscaping plan, and shall be located in the rear of the property.
9. Landscape lighting shall be permitted. Flood lights, spot lights (other than temporary holiday lighting) shall be permitted, provided that the illuminated area does not exceed the limits of the property being illuminated. The owner is responsible for shielding all security or landscape lighting to prevent illumination or glare on adjacent properties.
10. Concrete patios, sidewalks, driveways shall be of broom finish and color consistent with community standards. Stained or colored concrete is not acceptable.
11. The use of brick, paving blocks and stones shall not be permitted without prior approval by the Board.

12. The locating of swings, ornaments or other structures incorporated into a landscaping design, shall be permitted in side yards at corner lot locations only. The following restrictions apply: The objects shall not project beyond the front line of the residence, nor beyond the required side yard set back regulations. The ARC shall review requests on a case by case basis for approval by the Board.

- J. *Awnings:* Awnings shall be permitted for the detached, single-family houses. They shall be limited to the rear of the houses only (play swings and structures are not allowed in side yard locations). They are to be used as shading devices over decks and patios. They shall not be used over individual window frames.

Suitable materials to be used are as follows: Frames shall be constructed of rigid framing members, color coordinated to the residence. Fabric coverings over the frames are permitted. The fabric shall be of either canvas or acrylic. The fabric shall be a solid color, matching the residence.

K. *Exterior Modifications, Replacements:*

1. Townhouses: Exterior additions, modifications or replacements of roofing, siding, doors, gutters and down spouts, sidewalks, porch railings, etc., shall match, by color and material, existing conditions of that cluster. No exterior additions, modifications or replacements shall be installed without prior approval by the Board.
2. For Reedy Circle and Orley Place, the color of the existing siding, trim and shutters are to remain the same color as the entire group of townhouses to which they are attached. For Dora Place, Corner Square and Grayson, such items may change but must be a color which was originally present on your street at the time of construction. The actual materials of construction, however, must remain unchanged in style, content and construction.

(Refer to attached Appendix B for approved color selections.)

L. *Exterior Storm Doors and Windows:*

1. No storm windows shall be permitted.
2. Storm doors shall be permitted. Storm doors shall be of complimentary color and wood or metal. No storm doors shall be installed without prior approval by the Board.

M. *Handicap Accessibility:*

1. No exterior handicap accessibility modifications shall be installed without prior approval by the Board. Screening devices may be incorporated into handicap accessibility modifications and shall be incorporated into the submission for Board approval.
2. The Board shall not take precedent over code regulations for the construction of handicap accessibility modifications.

III. PROCEDURES:

- A. *Article VII - Architectural Control, Section 4 - Procedures, Section 5 - Rules and Section 6 - Enforcement* shall be the primary instructions of the Design Review Board.
- B. Submissions shall comply with the requirements set forth herein and include the attached application form.
- C. The Board shall conduct semi-annual neighborhood surveys for the purpose of enforcement of these guidelines. The Board shall not assume the responsibility of the Owners for compliance with the covenants and these guidelines.
- D. The Board shall make every effort to enforce the present covenants and guidelines, and make adjustments, as required, to meet the desires and concerns of the community it serves.

ARCHITECTURAL GUIDELINES FOR TOWNHOUSE & SINGLE-FAMILY HOUSE PROPERTIES

PRODUCED BY THE 1992 BOARD OF DIRECTORS FOR
MAJORS CHOICE HOMEOWNERS ASSOCIATION
MAJORS CHOICE INCORPORATED

The Board of Directors does hereby approve and adopt Architectural guidelines as set forth by the Design

Review Board on this Date April 26, 1992

Signed

President

Board of Directors

Majors Choice Homeowners Association

Majors Choice Inc.

REC FE

25.00

HARF, CO.

25.00

#059400 C002 R01 T131

05/13/92

I. GENERAL:

- A. These guidelines are set forth to supplement and enhance the Majors Choice Declaration of Covenants and restrictions dated January 3, 1986.
- B. These guidelines shall not be construed to replace or repeal said covenants.
- C. These guidelines shall not be construed to take precedent over any governmental authority having jurisdiction, codes or regulations, pertaining to property or improvements thereon.
- D. All proposed construction, alterations and/or improvements shall be reviewed and approved by the Board of Directors of Majors Choice Inc. as set forth in Article VII, Section 4, Procedures as here in modified. Attention Majors choice. in care of Trenton Properties Services Inc., 25 W. Courtland Street, Belair Maryland, 21014. Telephone 879-8333/838-4600.
- E. Reviews and approvals by the Board of Directors do not constitute approvals by Governmental Authorities having jurisdiction for zoning or construction permits. The property owner shall be responsible for obtaining all required approvals from Governmental Agencies having jurisdiction.
- F. The Board of Directors shall not review submissions of proposed improvements for code compliance nor for construct ability.
- G. The Design Review Board shall review submissions of proposed improvements for design, appearance, use, location and maintenance to enhance values and maintain harmony as set forth in Article VII, Section 2, Purpose and shall make recommendations to the Board of Directors, as set forth in Article VII, Section 4, Procedures and Section 5, Rules.

II. GUIDELINES:

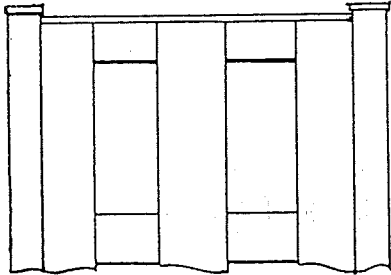
- A. Conditions requiring submissions for Design Review Board approval are set forth in Article VII, Section 3, Conditions.
- B. These guidelines shall not be construed to replace or repeal guidelines set forth in Article VIII - Use of Property, Section 1 - Protective Covenants: These guidelines are set forth to enhance the understanding of the covenants and modify the covenants, as necessary, to maintain their relevance to community desires and concerns.

Return to:

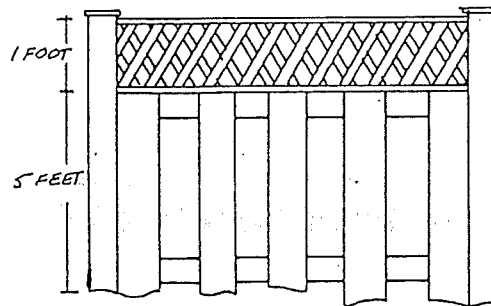
Trenton Properties
P.O. Box 767
Bel Air, Md. 21014

- C. *Article VIII, Section 1, Paragraph d - Animals:* Owners who walk their pets in the neighborhood are required to clean up after their pets on private property, community sidewalks, streets, grass buffers and all other common grounds.
- D. *Article VIII, Section 1, Paragraph e - Trash:* Individual owners shall be responsible for maintaining sanitary conditions as related to recyclable waste containers. Consolidated recycling areas shall be the responsibility of all owners who place their recyclable waste at that location. The effort to preserve our natural resources and sanitation in the community shall be a community effort.
- E. *Article VIII, Section 1, Paragraph g - Temporary Structures:* Clothes lines are to be temporary, single-pole type, placed in the rear yard only.
- F. *Article VIII, Section 1, Paragraph h - Fences:* Fences are approvable under the following circumstances. For Reedy Circle and Orley Place, fences must not exceed six feet in height and can be constructed in any of the styles listed below. On Dora Place, Comer Square and Grayson, fences may either be four feet in height or six feet in height and can only be constructed as a board on board, or five foot board on board, one foot lattice as illustrated below (except in the case where a privacy wall exists, in which case the fence must match the privacy wall both in appearance and height, unless the privacy wall is removed and replaced with an approved fence design). Fencing generally is to be located in the rear yard of the lot, but exceptions may be made on a lot by lot basis. Prior to any fence being constructed, written approval and all appropriate permits must be obtained. No significant grading or tree removal will be permitted. Staining of fences shall comply with guidelines for the staining of decks. Staining both fence and deck requires that they be of a matching color stain.

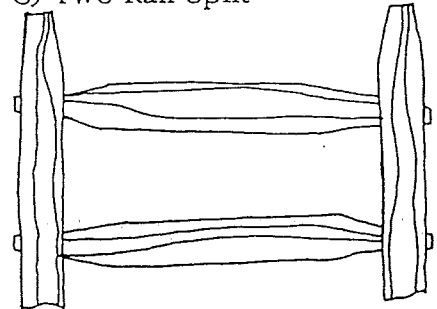
A) Board on Board



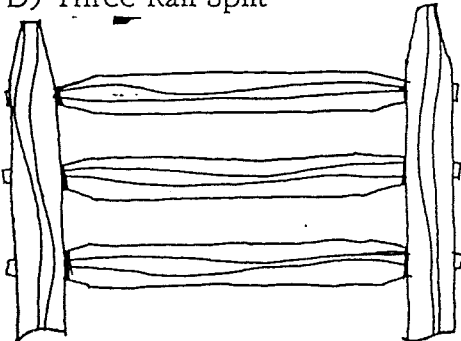
B) Board on Board/Lattice



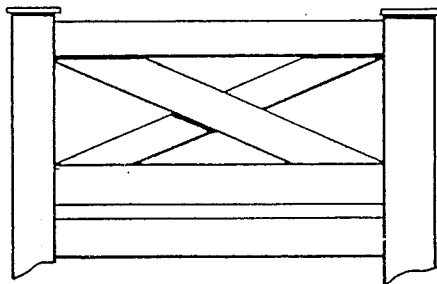
C) Two Rail Split



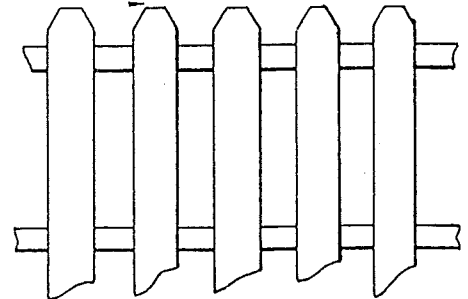
D) Three Rail Split



E) Barn Style



F) Dog Eared Picket



- G. *Article VIII, Section 1, Paragraph i - Sheds:* No carports or detached garages are permitted.
- H. *Article VIII, Section 1, Paragraph k - Signs:* Announcement signs (i.e. births, birthdays, elections, celebrations, etc.) of temporary nature are permitted on a temporary basis. The determination of temporary basis shall be established by the review board.

I. *Article VIII, Section 1, Paragraph m - Landscaping:*

1. Significant tree removal shall not be permitted without prior approval by the Board.
2. Vegetable gardens are permitted and shall be located to the rear of the property and screened from public roads.
3. Large plants, shrubs and trees whose location will visually impact neighboring properties shall not be permitted without prior approval by the Board.
4. Trellis, wood screens, gazebo structures, etc., shall not be permitted without prior approval by the Board.
5. Lawn ornaments shall be permitted only when incorporated into natural landscaped areas (i.e., flower beds, gardens, mulched shrub areas). Lawn ornaments shall be maintained in good condition and shall be of quality design and materials.
6. Decks shall not be permitted without prior approval by the Board. Submission of plat (site plan), deck plan and elevations shall be required. Deck sizes shall comply with yard set back requirements. Decks may be stained with clear or tinted deck stains. No latex or enamel paint may be used. The stain finishes allowed include: natural treated lumber, redwood, colors matching the existing residence. Decks and fences on the same property shall match in finish and both shall comply with the finishes listed above.
7. Swimming pools constructed in ground shall be permitted. Swimming pools constructed above ground shall not be permitted. Temporary (seasonal) children's pools of less than 8' diameter and 2' in height shall be permitted for summer use on a temporary basis, as determined by the Board.
8. Landscape lighting shall be permitted. Flood lights, spot lights (other than temporary holiday lighting) shall be permitted, provided that the illuminated area does not exceed the limits of the property being illuminated. The owner is responsible for shielding all security or landscape lighting to prevent illumination or glare on adjacent properties.

- J. *Awnings:* Awnings shall be permitted for the detached, single-family houses. They shall be limited to the rear of the houses only. They are to be used as shading devices over decks and patios. They shall not be used over individual window frames.

Suitable materials to be used are as follows: Frames shall be constructed of rigid framing members, color coordinated to the residence. Fabric coverings over the frames are permitted. The fabric shall be of either canvas or acrylic. The fabric shall be a solid, matching the colors of the residence.

K. *Exterior Modifications, Replacements:*

1. Townhouses: Exterior additions, modifications or replacements of roofing, siding, doors, gutters and downspouts, sidewalks, porch railings, etc. shall match, by color and material, existing conditions of that cluster. No exterior additions, modifications or replacements shall be installed without prior approval by the Board.
2. For Reedy Circle and Orley Place, the color of the existing siding, trim and shutters are to remain the same color as the entire group of townhouses to which they are attached. For Dora Place, Comer Square and Grayson, such items may change but must be a color which was originally present on your street at the time of construction. The actual materials of construction, however, must remain unchanged in style, content and construction.

L. *Exterior Storm Doors and Windows:*

1. No storm windows shall be permitted.
2. Storm doors shall be permitted. Storm doors shall be of complimentary color and wood or metal. No storm doors shall be installed without prior approval by the Board.

M. *Handicap Accessibility:*

1. No exterior handicap accessibility modifications shall be installed without prior approval by the Board. Screening devices may be incorporated into handicap accessibility modifications and shall be incorporated into the submission for Board approval.
2. The Board shall not take precedent over code regulations for the construction of handicap accessibility modifications.

III. PROCEDURES:

- A. *Article VII - Architectural Control, Section 4 - Procedures, Section 5 - Rules and Section 6 - Enforcement* shall be the primary instruments of the Design Review Board.
- B. Submissions shall comply with the requirements set forth herein and include the attached application form.
- C. The Board shall conduct semi-annual neighborhood surveys for the purpose of enforcement of these guidelines. The Board shall not assume the responsibility of the owners for compliance with the covenants and these guidelines.
- D. The Board shall make every effort to enforce the present covenants and guidelines, and make adjustments, as required, to meet the desires and concerns of the community if serves.

OFFICIAL ARCHITECTURAL GUIDELINES FOR TOWNHOMES

Produced by the 1991 Board of Directors of Majors Choice Incorporated

As of March 1, 1991, these will be the official architectural guidelines for townhomes in Majors Choice Homeowners Association.

12/ All proposed construction, alteration or erection of structures as noted below, must be submitted in writing to Majors Choice, in care of Trenton Property Services Inc., 25 W. Courtland Street, Bel Air, MD 21014, 879-8333, 838-4600. Your proposal will be considered in accordance with the proposed guidelines, and you will be notified whether or not your proposal is approved within thirty days of receipt. You are welcome to contact Trenton Property Services Inc., or any member of the Board of Directors about any submittal you have made.

No construction or alterations or other improvements will be approved or permitted which require an application for special exception or variance under the Town of Bel Air Regulations or which is or would be, if erected or constructed, in violation of any rules, regulations, laws, ordinances or directives of the Town of Bel Air or other governmental authority having jurisdiction.

Please note: Approval of a proposal by Majors Choice Architectural Review Committee, is not to be considered as permission to build. The homeowner is still responsible for obtaining all appropriate and necessary building permits and approvals before beginning any construction.

REC FE 17.00

SURCHG 2.00

HARF.CO. 19.00

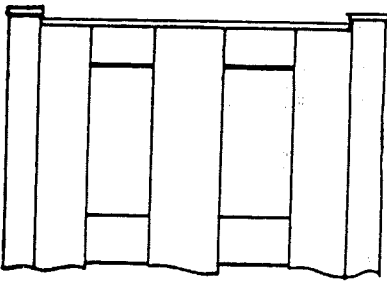
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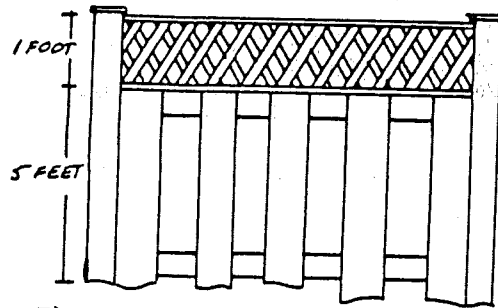
GUIDELINES

- 1) Planting, removal, or replacement of trees must be submitted for approval.
- 2) Fences are approvable under the following circumstances. For Reedy Circle and Orley Place, fences must not exceed four feet in height and can be constructed in any of the styles listed below. On Dora place, Comer Square and Grayson, fences may either be four feet in height or six feet in height and can only be constructed as a board on board, or five feet board on board, one foot lattice as illustrated below. (except in the case where a privacy wall exists, in which case the fence must match the privacy wall both in appearance and height, unless the privacy wall is removed and replaced with an approved fence design). Fencing generally is to be located in the rear yard of the lot, but exceptions may be made on a lot by lot basis. Prior to any fence being constructed, written approval must be given by Majors Choice, and all appropriate permits must be obtained. No significant grading or tree removal will be permitted. If you chose to stain your fence, use the guidelines for the staining of decks. If you chose to stain both your fence and your deck, they must be of a matching color stain.

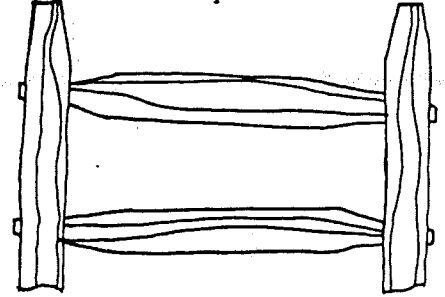
A) Board on Board



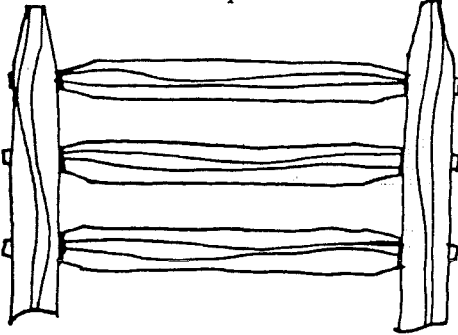
B) Board on Board/Lattice



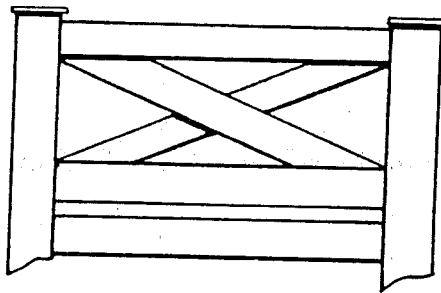
C) Two Rail Split



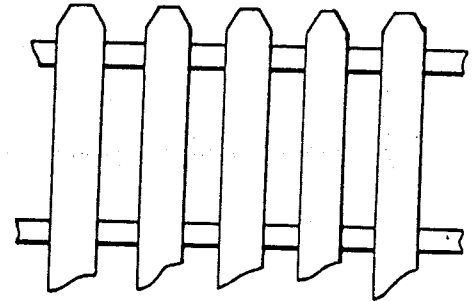
D) Three Rail Split



E) Barn Style



F) Dog Eared Picket



- 3) No carports or detached garages will be approved or permitted.
- 4) No swimming pools of any kind are permitted, with the exception of temporary kiddie pools.
- 5) No awnings of any kind are permitted.
- 6) No exterior additions, including but not limited to roofing, siding, doors, gutters and downspouts, shall be approved or permitted unless such additions are in harmony with the group of townhomes to which they are attached or constructed.
- 7) Storage sheds will be permitted provided the shed is of wood construction and matches the house. Sheds are to be kept in good repair and placed at the rear of the property.

- 8) No satellite dishes of any kind. No exterior Television antennas of any kind.
- 9) Storm doors shall be metal or wood and either be black, white, or the same color as either the trim or the main body of the house.
- 10) Clotheslines are to be temporary, single pole type placed in the rear only.
- 11) No boats, commercial or recreational vehicles or trailers, campers, tractors, junked vehicles, or any vehicle other than private passenger vehicles in regular operation will be permitted on any lot.
- 12) No chickens, goats, pigs, horses, or any other non domesticated animal will be allowed or permitted. No more than two domestic household pets will be permitted per household. Owners who walk their pets in the neighborhood are required to clean up after their pets on all grounds including common areas.
- 13) Professional signs are not permitted.
- 14) For sale signs are permitted but shall not exceed one sign.
- 15) For Reedy Circle and Orley Place, the color of the exterior siding, trim and shutters are to remain the same color as the entire group of townhomes to which they are attached. For Dora Place, Comer Square and Grayson, such items may change but must be a color which was originally present on your street at the time of construction. The actual materials of construction however must remain unchanged in style, content, and construction.
- 16) Decks - All decks must be submitted for approval in detail with a copy of your plat (site plan) included showing the location on the property. All decks must conform to the local building codes and all proper building permits must be obtained. Any exterior grade Waterproofing clear stain in the Brown or Redwood family may be used with approval. If you have a stained fence, the deck must be stained the same color.
- 17) Vegetable gardens are to be planted to the rear of the property and screened from public roads. Large plants, shrubs, and trees shall be submitted to Majors Choice Homeowners Association as a landscape change for approval.

~MAJOR'S CHOICE COLOR CHART~

	SILVER UNITS	BEIGE UNITS	WHITE UNITS	TAN UNITS
NORANDEX VINYL SIDING (DOUBLE 4 INCH)	SILVER	BEIGE	WHITE	TAN
TRIM (SEMIGLOSS) MCCORMICK	MC 100 WHITE	MC 112 WOODLAND	MC 106 INCENSE	MC 111 TAVERN BEIGE
SCALLOPED WOODEN SHINGLES (PAINT) SHERWIN WILLIAMS	TIN SMITH	CASABLANCA	WHITE FLAT	2080
SCALLOPED WOODEN SHINGLES (STAIN) OLYMPIC	OS CAPE COD GRAY	OS NAVAJHO WHITE	OS OUTSIDE WHITE	OS BEIGEGRAY
SHUTTERS (LATEX PAINT WON'T PEEL) MCCORMICK	BLACK	MC 222 FAIRFAX BROWN	BLACK	MC 22 FAIRFAX BROWN

DOUBLE PANEL STYLE SHUTTERS USE LATEX ONLY

ONLY DURON HAS EXACT COLOR MATCHES FOR MCCORMICK COLORS.

~HOUSE NUMBERS~

ORLEY PLACE	700	702	723	725	713	715	701	703
	704	706	727	729	717	719	705	707
	708	710	731	733	721	745	709	711
	724	726			747	749	712	714
	728	730			751	753	716	718
	732	734					720	722
	735	737						
	739	741						
	743							
REEDY CIRCLE	701	703	712	714	700	702	734	736
	705	707	716	718	704	706	738	740
	709	711	720	746	708	710	742	744
	722	724	748	750	713	715		
	726	728	752	754	717	719		
	730	732	756		721	723		
	725	727			758	760		
	729	731			762	764		
	733	735			766			

MCCORMICK DOOR COLORS

216~HEATHERSTONE 217~FARM HOUSE RED 222~FAIRFAX BROWN 479~CAPE BLUE

(PLEASE NOTE: BLACK IS ALSO AN APPROVED DOOR COLOR FOR ORLEY AND REEDY)

DURON DOOR COLORS

FOREST GREEN

ROOF SHINGLES - BRAND CERTAINTED

SILVER UNITS ~ SLATE GRAY

BEIGE UNITS ~ TIMBER BLEND

WHITE UNITS ~ WEATHERED BLEND (WOOD)

TAN UNITS ~ CEDAR BROWN

Architectural Guidelines, Paragraph K, Section 1, (pg. 3): Townhouses: Exterior additions, modifications or replacements of roofing, siding, doors, gutters, and down spouts, sidewalks, porch railings, etc., shall match, by color, existing conditions of that cluster. The Board shall install no exterior additions, modifications or replacements without prior approval.

Architectural Guidelines, Paragraph K, Section 2, (pg. 4): For Reedy Circle and Orley Place, the color of the existing siding, trim and shutters are to remain the same color as the entire group of townhouses to which they are attached. For Dora Place, Comer Square, and Grayson, such items may change but must be a color which was originally present on your street at the time of construction. The actual materials of construction, however, must remain unchanged in style, content and construction.

**COLLECTION AGREEMENT
MAJORS CHOICE HOMEOWNER'S ASSOCIATION, INC.**

1. The management company will prepare a collection letter to be sent to all owners who are delinquent in payment of assessments, reminding the owner that payment is overdue.

2. The management company will prepare a collection letter to be sent on the last day of each month to all owners who are delinquent in payment of assessments, reminding and requesting immediate payment, and advising the owner that unless payment is received within 15 days, the matter will be turned over to the attorney and the owner will automatically be responsible for costs of collection, a \$300.00 collection fee and attorney's fees.

3. The management company will forward to the attorney, in writing, a list of all delinquencies.

4. The attorney will send immediately, by certified mail, restricted delivery, a demand letter and Notice of Intention to Create Lien, to all owners who are delinquent. The letter will demand payment, within 30 days, of all past-due assessments, late charges, costs of collection (which include costs incurred by our office for photocopying, postage, messenger service, court costs, etc. . .) and a collection fee of \$300.00. The letter will also advise the owner that, if the attorney is required to handle the account after the letter is sent, then the owner will be responsible for attorney's fees for the time expended by the attorney. In the event the amount claimed is not paid within 30 days, the owner will also be responsible for payment of the all title search fees, judgment searches, information searches, attorney's fees and all other expenses incurred since the date of the letter. The Notice of Intention to Create Lien advises the owner of the intent to record a lien against the property, and of his/her legal right to contest the amount claimed in a show cause complaint filed in the Circuit Court. If the delinquent owner fails to accept the initial demand letter, the attorney will cause the Notice to be:

(a) mailed to the delinquent owner's last known address; and

(b) posted, in a conspicuous manner, on the delinquent owner's property by, in the presence of a competent witness.

5. The Notice of Intention to Create Lien also will advise the delinquent owner that they have 30 days from the date of service of the Notice to file a complaint in the Circuit Court to determine whether probable cause exists for the establishment of the lien. If the owner fails to file a complaint within the 30 day period, a Statement of Association Lien, previously prepared by the attorney, will be sent to the management company at the expiration of the 30 day period, for execution. Notice of Intention to foreclose will also be sent to the holders of all mortgages upon the property. The Statement of Association Lien will claim all assessments, and other charges permitted by law, together with reasonable attorneys' fees.

An attorney's fee of Four Hundred Fifty Dollars (\$450.00) plus expenses will be added to the homeowner's account at the time the Statement of Lien is filed. When the lien is returned by

Land Records, a copy of the recorded lien will be mailed to the homeowner and a copy posted in a conspicuous manner on the delinquent owner's property.

6. Payment tendered to the attorney or the management company will not be accepted unless it is by certified check, cashier's check, credit card or money order, payable to McMullen & Drury, P.A. and constitutes payment in full of all amounts claimed in the attorney's letter. The management company will forward all payments it receives to the attorney. Personal checks tendered to the attorney will be accepted and any payments tendered to the Association after the delinquent owner's account has been referred to the attorney, which do not constitute payment in full will:

a. Be returned to the delinquent owner; or

b. Be credited to the Outstanding balance due and will be applied first to the attorney's fees and costs of collection and then to the oldest delinquent assessments. Any such acceptance shall not be construed as a payment for satisfaction of judgments, liens, delinquent assessments, late charges, interest, costs of collection, and attorneys' fees due, and such assessments, late charges, interest, costs, and fees shall continue to accrue, until paid in full.

7. If the owner files a complaint in the Circuit Court to determine whether probable cause exists for the establishment of a lien, the attorney will advise the Board of Directors and the management company of the filing. The attorney will advise the Board and the management company of any hearing date established by the Circuit Court, and take any and all legal action necessary to establish the lien. If a Court hearing is required, a representative of the Association and/or the management company will be requested to testify on behalf of the Association as to the legitimacy of all amounts claimed in the Notice of Intention to Create Lien. The attorney will request the Circuit Court to assess all legal expenses against the owner for all attorneys' fees and costs incurred in establishing the lien.

8. If the Circuit Court determines that probable cause exists for the establishment of the lien, the attorney will prepare the lien in accordance with Paragraph 4 above. If the Circuit Court determines that probable cause does not exist for the establishment of the lien, the attorney will advise the Board of the Court's decision and recommend what further action, if any, should be taken against the owner.

9. If no payment is received from the owner within 30 days after the date of establishment of the lien, the attorney will prepare a Petition to Foreclose on the lien or file a Complaint in the District Court of Maryland and transmit it to the management company for execution and filing in the Circuit Court or District Court. If trial in District Court is necessary, a representative of the Association and/or the management company will be requested to testify on behalf of the Association as to the legitimacy of all amounts claimed. An attorney's fee of Six Hundred Dollars (\$600.00) plus expenses will be added to the homeowner's account at the time a Petition for Foreclosure or suit in the District Court is prepared.

10. Full payment will be accepted from the delinquent owner at any time until the auction for the property under foreclosure, and such payment shall include all assessments, late

charges, accrued interest, attorneys' fees, costs of collection, and auction costs incurred. Only payments by certified check, cashier's check, or money order, will be accepted. Personal checks will not be accepted and will be returned to the owner.

11. The attorney will keep a full accounting of all fees and expenses paid by it, and will request the same of the management company.

12. It is the intention of the attorney that the least cumbersome, most effective method of collection will be used at all times. The attorney will advance all expenses.

13. If in order to facilitate the collection of delinquent assessments, the management company will advise the attorney of any and all information pertaining to the owner, including place of employment and bank account information, if known. This information is requested in order to provide the attorney with the alternative of filing suit in the District Court of Maryland to obtain judgment as opposed to instituting foreclosure.

14. Should the Board of Directors agree to any payment arrangement with the owner, the attorney will cease activity on the collection matter at the time the payment agreement is accepted by the owner and a copy of the plan is received by the attorney, but will not close the matter until the payment arrangement is complete. If the attorney administers the payments under a payment agreement, the owner will be responsible for an attorney fee of \$25.00 per installment. No one may enter into a payment agreement unless the Board of Directors provides written authority to do so.

15. This procedure will be reviewed at least annually by the Board of Directors of the Association in consultation with the attorney and the management company, to assure that the procedure is effective.

ADOPTED this 28 day of January, 2013 by the Board of Directors of Majors Choice Homeowner's Association, Inc.

Richard W. Drury
MCMULLEN & DRURY, P.A.

Joseph D. Bartel
President

Sharon J. G. [Signature]
~~Secretary~~ ~~Vice-President~~

Majors Choice Homeowner's Association,
Inc.