

WPM

September 12, 2017

34 Alderman, LLC.
c/o William & Janet O'Hara
627 Bridge Way Lane
Naples, FL 34108

To whom it may concern:

We have completed the full resale disclosure package as requested for the property at **34 Alderman Court** via CondoCerts.com. Please note that the owner is required to complete and sign the Certificate of Resale. A signature is also required on Attachment A after the resale certificate.

Prior to closing, a current payoff statement request needs to be ordered by the Title Company. Please inform the Title Company that the request can be ordered through: settlements@wpmllc.com. There is no charge for a payoff request.

If we can be of any further assistance don't hesitate to call us.

Sincerely,



WPM Real Estate Management
Patricia Lall, CMCA, AMS
Community Association Manager

Expires 90 days from:

09/12/2017



LIBER 0334 FOLIO 76

2

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

CHAPEL GATE HOMEOWNERS' ASSOCIATION, INC.

APPROVED FOR RECORDING

ARTICLES OF INCORPORATION

AUGUST 31, 1987

9:40 AM

In compliance with the requirements of Title 5, subtitle 2 of the Corporations and Associations Article of the Annotated Code of Maryland, the undersigned, a resident of Maryland, who is at least eighteen years of age, has this day formed a non-stock corporation, not for profit, and does hereby certify:

ARTICLE I

The name of the Corporation is CHAPEL GATE HOMEOWNERS' ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

The principal office of the Association is located at 1615 York Road, Lutherville, Maryland 21093.

ARTICLE III

Rachel M. Wolmam-Hess, whose address is One East Redwood Street, Baltimore, Maryland 21202, is hereby appointed the Resident Agent of the Association.

ARTICLE IV

The terms "Association", "Common Area", "Company", "Lots", "Owner", and "Property" as used in these Articles of Incorporation shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions relating to Chapel Gate Homeowners' Association, Inc. dated April 15th, 1987, and recorded among the Land Records of Baltimore County in Liber S.M. No. 7507, at folio 9 (the "Declaration").

1987 108

72438312

ARTICLE V

The Association shall not operate for pecuniary gain or profit, shall not issue capital stock, and no part of the net earnings of the Association shall inure to the benefit of any member or individual (except that reasonable compensation may be paid for services rendered), and the specific purposes for which it is formed are to provide for: (i) the use, improvement, maintenance, operation and repair of the Common Areas located in the Property, including any improvements and amenities located thereon; (ii) the establishment of rules and regulations for the use of Common Areas, including any improvements and amenities located thereon; (iii) the distribution among the Owners of the Property of the costs of the use, improvement, maintenance and repair of the Common Areas, including any improvements and amenities located thereon; and (iv) the promotion of the health, safety, pleasure, recreation and welfare of the residents of the Lots within the Property. In furtherance of these purposes, the Association (by action of its Directors unless otherwise noted in these Articles of Incorporation or in the Declaration) shall have full power to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, as the same may be amended from time to time as therein provided, the Declaration being incorporated herein by reference as if set forth at length.

(b) fix, levy, collect and enforce payment by any lawful means of 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 affairs of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association, subject, however, to the requirements of the Declaration;

(d) borrow money and, with the assent of two-third (2/3) of the votes of each class of members of the Association, mortgage, pledge, convey by deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed and debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility subject, however, to the requirements of the Declaration and to such conditions as may be agreed to by the members;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional property and open space, provided that, except as otherwise provided in the Declaration, any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the votes of each class of the members; and

(g) have and exercise any and all powers, rights and privileges which a non-stock corporation organized under the Corporation Law of the State of Maryland by law may now or hereafter have or exercise.

ARTICLE VI

Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

ARTICLE VII

The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners with the exception of the Company and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members, however, for purposes of a quorum they shall be treated as a single member. The votes for such Lots shall be exercised as they 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 Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or

(b) on the seventh (7th) anniversary of the date of the Declaration.

Provided, however, the Class B Membership shall be revived (and the Declarant shall again be entitled to three votes for each Lot owned by the Declarant) during any periods of time occurring before the seventh (7th) anniversary of the date of the Declaration, when by reason of the annexation of additional land as a part of the Property additional Lots owned by the Declarant exist which, when added to the other Lots then owned by the Declarant, would result in the Declarant having more than fifty percent (50%) of the votes of the Association were the Declarant to have three votes for each Lot owned by the Declarant instead of only a single vote for each Lot owned by the Declarant.

ARTICLE VIII

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

- John L. Tansey 1615 York Road, Lutherville, MD 21093
- Lawrence J. Thanner, Jr. 1615 York Road, Lutherville, MD 21093
- Rachel M. Wolman-Hess One East Redwood Street, Baltimore, MD 21202

These Directors (herein called "Charter Directors"), shall serve until the first annual meeting of the members at which their successors are elected. In the event of the death or resignation of a Charter Director during his term of office, the remaining Charter Directors shall elect a successor Charter Director to fill the unexpired term of such Charter Director.

2008 INC

ARTICLE IXDISSOLUTION

The Association may be dissolved with the assent given in writing and signed by the holders of not less than two-thirds (2/3) of the votes of each class of the members. Upon dissolution of the Association, other than incident to a merger, or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that acceptance of such a dedication is refused, the assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes.

ARTICLE X

The Association shall exist perpetually.

ARTICLE XIAMENDMENT

Amendment of these Articles shall require the assent of the holders of two-thirds (2/3) of the votes of each class of members present in person or by proxy at the meeting at which the vote is taken. Anything set forth above in this Article XI to the contrary notwithstanding, the Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of these Articles of Incorporation, all as from time to time amended or supplemented. However, this unilateral right, power and authority of the Declarant may be exercised if and only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the Property or any part thereof or any Lots thereon for federally approved mortgage financing purposes under applicable Veterans Administration

tion, Federal Housing Administration or similar programs, whether public or private. If the Veterans Administration or the Federal Housing Association or any successor agencies thereto, whether public or private, approve the Property or any part thereof or any Lot therein for federal approved mortgage financing purposes, any amendments to these Articles made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Maryland, the undersigned, RACHEL M. WOLMAN-HESS, whose post office address is One East Redwood Street, Baltimore, Maryland 21202, being at least eighteen (18) years of age, has executed these Articles of Incorporation this 8th day of April, 1987 for the purpose of incorporating this Association.

WITNESS:

INCORPORATOR:

Jane C. Reared

Rachel Wolman-Hess (SEAL)
Rachel M. Wolman-Hess

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, that on this 8th day of April, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared RACHEL M. WOLMAN-HESS, the within named Incorporator, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Articles of Incorporation, and she acknowledged that she executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Jane C. Reared
Notary Public

My Commission expires:
July 1, 1990.

2548 1987

4/7/87:0670J

LIBERO 334 FOLIO 83

ARTICLES OF INCORPORATION
OF
CHAPEL GATE HOMEOWNERS' ASSOCIATION, INC.

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND AUGUST 31, 1987 AT 9:40 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND CAPITALIZATION FEE PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
\$ <u>20</u>	\$ <u>22</u>	\$ _____
<u>D2404317</u>		

TO THE CLERK OF THE COURT OF BALTIMORE COUNTY

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.

RETURN TO:
RESNICK, SOPHER & PERLOW, P.A.
ATTN: RACHEL WOLMAN-HESS
ONE EAST REDWOOD STREET
SUITE 400
BALTIMORE

RECEIVED & RECORDED
IN CIRCUIT COURT FOR
BALTIMORE CO.

1987 DEC 28 AM 11:57
LIBERO 334
FOLIO 83
SUZANNE HENSH
CLERK

MD 21202

045C3010009

A 240051



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER FOLIO.

2948 1381



FORM 334 FOLIO 82

STATE OF MARYLAND

State Department of Assessments and Taxation

Gene L. Burner, Director

DOCUMENT CODE

02

BUSINESS CODE

04

COUNTY

253

P.A. Religious Close Stock Nonstock

Merging (Transferor)

Surviving (Transferee)

CODE AMOUNT FEE REMITTED

- 10 Organ. & Capitalization
11 Rec. Fee (Arts. of Inc.)
12 Rec. Fee (Amendment)
13 Rec. Fee (Merger or Consolidation)
14 Rec. Fee (Transfer)
15 Rec. Fee (Dissolution)
16 Rec. Fee (Revival)
17 Foreign Qualification
18 Cert. of Qual. or Reg.
19 Foreign Name Registration
20 Certified Copy
21 Penalty
22 For. Supplemental Cert.
23 Cert. of Conveyance
24 Special Fee
25 For. Limited Partnership
26 Cert. Limited Partnership
27 Amendment to Limited Partnership
28 Termination of Limited Partnership
29 Recordation Tax
30 State Transfer Tax
31 Local Transfer Tax
32 Corp. Good Standing
33 Foreign Corporation Registration
34 Limited Part. Good Standings
35 Financial
36 Personal
37 Property Reports and late filing penalties
38 Other
39 Other

Name Change (New Name)

- Change of Name
Change of Principal Office
Change of Resident Agent
Change of Resident Agent Address

Code 52

ATTENTION: Radner Wolman - Ness

MAIL TO ADDRESS:

TOTAL FEES

42

Check Cash

Documents on checks

APPROVED BY:

[Signature]

NOTE:

LIBER 0334 FOLIO 76

2

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

CHAPEL GATE HOMEOWNERS' ASSOCIATION, INC.

APPLICANT'S DECLARATION

ARTICLES OF INCORPORATION

AUGUST 31, 1987

9:40 AM

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ISSUED 1987

72438312

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(d) borrow money and, with the assent of two-third (2/3) of the votes of each class of members of the Association, mortgage, pledge, convey by deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed and debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility subject, however, to the requirements of the Declaration and to such conditions as may be agreed to by the members;

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tion, Federal Housing Administration or similar programs, whether public or private. If the Veterans Administration or the Federal Housing Association or any successor agencies thereto, whether public or private, approve the Property or any part thereof or any Lot therein for federal approved mortgage financing purposes, any amendments to these Articles made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Maryland, the undersigned, RACHEL M. WOLMAN-HESS, whose post office address is One East Redwood Street, Baltimore, Maryland 21202, being at least eighteen (18) years of age, has executed these Articles of Incorporation this 8th day of April, 1987 for the purpose of incorporating this Association.

WITNESS:

INCORPORATOR:

Jane C. Reard

Rachel Wolman-Hess (SEAL)
Rachel M. Wolman-Hess

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, that on this 8th day of April, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared RACHEL M. WOLMAN-HESS, the within named Incorporator, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Articles of Incorporation, and she acknowledged that she executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Jane C. Reard
Notary Public

My Commission expires:
July 1, 1990.

2948 1987

4/7/87:0670J

LIBERO 334 FOLIO 83

ARTICLES OF INCORPORATION
OF
CHAPEL GATE HOMEOWNERS' ASSOCIATION, INC.

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND AUGUST 31, 1987 AT 9:40 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:

\$

D2404317

TO THE CLERK OF THE COURT OF

BALTIMORE COUNTY

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

RETURN TO:
RESNICK, SOPHER & PERLOW, P.A.
ATTN: RACHEL HOLMAN-HESS
ONE EAST REDWOOD STREET
SUITE 400
BALTIMORE

MD 21222

RECEIVED & RECORDED
IN
CIRCUIT COURT FOR
BALTO. CO.

1987 DEC 28 AM 11:57

LIBERO 334

FOLIO 16

SUZANNE MENSCH
CLERK

045C3010009

A 240051



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
& TAXATION OF MARYLAND IN LIBER, FOLIO.

2948 1381



JBRO 334 FOLIO 82

STATE OF MARYLAND

State Department of Assessments and Taxation

Gene L. Burner, Director

DOCUMENT CODE 02 BUSINESS CODE 04 COUNTY 25B

B P.A. Religious Close Stock Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE PERMITTED	
10	<u>20</u>	Organ. & Capitalization	Name Change (New Name) _____
11	<u>27</u>	Rec. Fee (Arts. of Inc.)	
12		Rec. Fee (Amendment)	
13		Rec. Fee (Merger or Consolidation)	
14		Rec. Fee (Transfer)	
15		Rec. Fee (Dissolution)	
16		Rec. Fee (Revival)	Change of Name _____
17		Foreign Qualification	Change of Principal Office _____
18		Cert. of Qual. or Reg.	
19		Foreign Name Registration	Change of Resident Agent _____
20		Certified Copy	
21		Penalty	Change of Resident Agent Address _____
22		For. Supplemental Cert.	
23		Cert. of Conveyance	
24			
25		Special Fee	
26		For. Limited Partnership	
27		Cert. Limited Partnership	
28		Amendment to Limited Partnership	Code <u>52</u>
29		Termination of Limited Partnership	ATTENTION: <u>Radner</u>
30		Recordation Tax	<u>Wolman - Hess</u>
31		State Transfer Tax	
32		Local Transfer Tax	
33		Corp. Good Standing	
34		Foreign Corporation Registration	
35		Limited Part. Good Standings	MAIL TO ADDRESS: _____
36		Financial	
37		Personal	
38		Property Reports and late filing	
39		penalties	
40		Other	
41		Other	

TOTAL FEES 42

Check _____ Cash
Documents on _____ checks

APPROVED BY: [Signature]

c/o WPM Real Estate Management
11433 Cronridge Drive
Owings Mills MD 21117-2294

TWK
REP

ASSETS			
Cash			
10100.CAB	Operating Checking Comm Assoc Bank (CAB)	104,110.72 ✓	
12020.CAB	Reserve CAB	204,495.30 ✓	
12020.SUS	Reserve BB&T	<u>127,449.93</u> ✓	
	Total Cash		436,055.95
Other Assets			
14000	Assessments Receivable	1,831.12 ✓	
14800	Prepaid Insurance	<u>1,038.00</u>	
	Total Other Assets		<u>2,869.12</u>
	TOTAL ASSETS		<u><u>438,925.07</u></u> ✓
LIABILITIES & EQUITY			
Liabilities			
20010	Prepaid Owner Assessments	<u>36,544.93</u> ✓	
	Total Liabilities		36,544.93
Reserves			
30000	Beginning Reserves	301,416.64	
30100	Reserve Contribution	34,800.00	
30200	Reserve - Interest Posted	392.59 ✓	
32000.E610	Engineering Fees	<u>(4,664.00)</u>	
	Total Reserves		331,945.23 ✓
Equity			
36000	Retained Earnings	56,959.40	
	Current Year Net Income/(Loss)	<u>13,475.51</u> ✓	
	Total Equity		<u>70,434.91</u>
	TOTAL LIABILITIES AND EQUITY		<u><u>438,925.07</u></u> ✓

0099 Chapel Gate HOA, Inc.
Income/Expense Statement (ASPL)
06/30/2017

c/o WPM Real Estate Management
11433 Cronridge Drive
Owings Mills MD 21117-2294

Description	Current Mont			Year-to-Date			Yearly Budget	
	Actual	Budget	Variance	Actual	Budget	Variance		
INCOME								
41000	Assessments	0	0	0	130,980	130,980	0	261,960
42210	Late Fees	0	83	(83)	750	498	252	1,000
42220	Return Check Fee	0	0	0	90	0	90	0
44001	Interest On Checking	4	0	4	25	0	25	0
44070	Interest On Collections	0	0	0	1,971	0	1,971	0
	TOTAL INCOME	4	83	(79)	133,816	131,478	2,338	262,960
EXPENSES								
Repairs & Maintenance								
52000	General Repairs & Maint.	0	42	42	0	252	252	500
52480	Extermination	0	0	0	0	0	0	350
52680	Grounds Maintenance	1,680	1,865	185	10,168	11,190	1,022	22,374
53180	Site Improvement - Common	0	835	835	0	5,010	5,010	10,017
	Total Repairs & Maintenance	1,680	2,742	1,062	10,168	16,452	6,284	33,241
Contracted								
57510	Lawn Contract	4,963	4,963	0	29,780	29,778	(2)	59,560
57720	Snow Removal	0	0	0	6,330	18,000	11,670	24,000
57850	Tree Maintenance	0	0	0	0	0	0	10,000
	Total Contracted	4,963	4,963	0	36,110	47,778	11,668	93,560
Administrative								
60040	Bank Charges	0	5	5	0	30	30	60
60080	Contributions/Donations	0	0	0	0	0	0	300
60100	Collection Expense	55	83	28	335	498	163	1,000
60120	Community Education	0	0	0	0	0	0	125
60130	Community Activities	0	0	0	200	200	0	1,000
60380	Meeting Expense	0	0	0	400	250	(150)	250
60420	Office Supplies	394	208	(186)	4,112	1,248	(2,864)	2,500
60440	Postage	171	125	(46)	626	750	124	1,500
60507	Storage	186	78	(108)	551	468	(83)	936
	Total Administrative	806	499	(307)	6,224	3,444	(2,780)	7,671
Professionals								
67000	Accounting	1,475	1,500	25	1,475	1,500	25	1,500
67200	Inspection Costs	0	0	0	0	1,925	1,925	3,850
67300	Legal	189	300	111	7,016	1,800	(5,216)	3,600
67600	Management	3,837	3,837	0	23,020	23,022	2	46,040
	Total Professionals	5,501	5,637	136	31,511	28,247	(3,264)	54,990
Insurance & Taxes								
68050	Insurance - Master Policy	0	0	0	0	0	0	872
68052	Umbrella Insurance	0	0	0	0	0	0	440
68060	Fidelity Insurance	0	0	0	0	0	0	756
68210	Officers and Directors Insurance	0	0	0	1,527	1,680	153	1,680
68510	Property Taxes	0	0	0	0	0	0	150
	Total Insurance & Taxes	0	0	0	1,527	1,680	153	3,898
Reserves								
85000	Reserve Contribution	5,800	5,800	0	34,800	34,800	0	69,600
	Total Reserves	5,800	5,800	0	34,800	34,800	0	69,600
	TOTAL EXPENSES	18,749	19,641	892	120,341	132,401	12,060	262,960
	NET INCOME/(LOSS)	(18,746)	(19,558)	812	13,476	(923)	14,399	0

Chapel Gate Homeowners Association, Inc.
2017 Budget

Account				2015	2016	2016	2017
Number	Name	Description	Actual	Forecast	Approved Budget	Approved Budget	
					0.00%	0.00%	
	Income		295		295.00	295.00	
1	41000	Assessments from qtrly assess	261,960	261,960	261,960	261,960	
2	41990	Bad Debt write-offs for uncollectible assess.	0	0	0	0	
3	42210	Late Fees from late fees	1,995	1,890	1,000	1,000	
4	42270	Fines income from fines assessed	43,500	(1,600)	0	0	
5	44001	Interest On Checking interest earned on operating acct.	90	77	0	0	
6	44070	Interest On Collections Income from interest earned on delinquent accounts	6,747	142	0	0	
7		Total Income	314,292	262,469	262,960	262,960	
		EXPENSES					
		Repairs & Maintenance					
8	52000	General Repairs & Maint. funding of gen'l repairs	21	2,770	300	500	
9	52480	Exterminating funding for pest control-common areas	300	90	350	350	
10	52680	Grounds Maintenance funding for turf treatment contract	20,854	21,345	22,374	22,374	
11	53180	Site Improvement - Common funding for grounds repairs, drainage & new improvements	0	2,000	2,000	10,017	
12		Total Repairs & Maintenance	21,175	26,205	25,024	33,241	
		Contracted					
13	57510	Lawn Contract funding for lawn contract	59,560	59,560	59,000	59,560	
14	57720	Snow Removal funding for snow removal - walkways	13,049	27,861	24,000	24,000	
15	57850	Tree Maintenance funding for common area tree maint - pruning and removals	30,392	21,966	20,119	10,000	
16		Total Contracted	103,001	109,387	103,119	93,560	
		Administrative					
17	60040	Bank Charges funding for misc bank fees	0	0	60	60	
18	60080	Contributions/Donations funding for charitable donations	283	0	300	300	
19	60100	Collection Expense Funding for collection letters, sent by Mgmt, per contract.	1,195	975	1,000	1,000	
20	60120	Community Education funding for annual CAI membership	120	120	125	125	
21	60130	Community Activities funding for community-wide events	299	0	1,000	1,000	
22	60380	Meeting Expense funding for meeting rooms-annual and budget meetings	386	950	250	250	
24	60420	Office Supplies Funding for copying costs for late notices, board/annual meeting notices, coupon payment booklets, etc.; plus \$40/mth fee for Senearthco	4,361	4,745	2,500	2,500	

Chapel Gate Homeowners Association, Inc.
2017 Budget

Account				2015	2016	2016	2017
Number	Name	Description	Actual	Forecast	Approved Budget	Approved Budget	
25	60440	Postage	funding for postage - mailings & violation notices	1,930	1,951	1,500	1,500
26	60507	Storage	funding for monthly storage fee	936	996	936	936
27		Total Administrative		9,510	9,737	7,671	7,671
		Professionals					
28	67000	Accounting	funding for annual audit/taxes	1,475	1,475	1,500	1,500
29	67200	Inspection Costs	funding for annual covenant insp.	3,750	3,800	3,850	3,850
30	67300	Legal	funding for legal opinions, collections	4,838	16,597	3,600	3,600
31	67600	Management	funding for Management fees	43,397	45,998	44,698	46,040
32		Total Professionals		53,460	68,520	53,648	54,990
		Insurance & Taxes					
33	68050	Insurance - Master Policy	funding for insuring common areas, gen'l liability	798	798	872	872
34	68052	Umbrella Insurance	funding for umbrella policy	400	400	440	440
35	68060	Fidelity Insurance	funding for fidelity policy	687	650	756	756
36	68210	Officers and Directors Insur.	funding for D & O liability policy	1,527	1,527	1,680	1,680
37	68510	Property Taxes	funding for property taxes	104	104	150	150
38		Total Insurance & Taxes		3,516	3,479	3,898	3,898
		Reserves					
39	85000	Reserve Contribution	funding of Replacement Reserves	69,600	69,600	69,600	69,600
40		Total Reserves		69,600	69,600	69,600	69,600
41		TOTAL EXPENSES		260,262	286,929	262,960	262,960
42		NET INCOME/(LOSS)		54,030	(24,460)	-	-

CHAPEL GATE HOMEOWNERS' ASSOCIATION, INC.

BY-LAWS

ARTICLE I

NAME AND LOCATION

The name of the Corporation is CHAPEL GATE HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Association shall be located at 1615 York Road, Lutherville, Maryland 21093, but meetings of members and directors may be held at such places within the State of Maryland as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. The terms "Association", "Common Area", "Open Area", "Community Facilities", "Lots", "Owner" and "Property" as used in these By-Laws shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions relating to Chapel Gate Subdivision dated April 15th, 1987, and recorded among the Land Records of Baltimore County in Liber S.M., No. 7507, folio 9 (the "Declaration").

Section 2. "Member" means those persons or entities entitled to membership in the Association as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held in the same month of each year thereafter, on a date, at a time and place within the State of Maryland selected by the Board of Directors of the Association.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are (i) entitled to vote one-fourth (1/4) of all of the votes of the Class A Membership, or (ii) entitled to vote one-fourth (1/4) of all of the votes of the Class B Membership.

Section 3. Notice of Meeting. 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 the notice, postage prepaid, not less than fifteen (15) nor more than sixty (60) days before the meeting, to each Member, addressed to the Member's address last appearing on the books of the Association, or supplied by the Member to the Association for the purpose of notice. The notice shall specify the place, day and hour

of the meeting. In the case of a special meeting, the notice shall state the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members or proxies entitled to cast one-tenth (1/10) of the votes of the Membership shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcements at the meeting, until a quorum as aforesaid shall be present or be represented.

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

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who shall be Members of the Association.

Section 2. Term of Office. The term of office of the "Charter Directors" (as defined in the Articles of Incorporation of the Association), shall be for the period until the first annual meeting of the Members at which their successors are elected. The terms of each director other than a Charter Director shall be for one (1) year or until his successor is elected, whichever shall be the longer period. Each director, other than a Charter Director, shall be elected at the annual meeting.

Section 3. Removal. Any director, other than a Charter 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, pursuant to these By-Laws, 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 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

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination of Directors 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 other persons. The Nominating Committee shall be appointed by the President of the Association prior to each annual meeting of the Members, to serve until the close of the 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. Nominations may be made from among Members or non-Members.

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

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually, at such place and hour as may be fixed from time to time by resolution of the Board, without the necessity of further notice.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two 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 at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) adopt and publish rules and regulations governing the use of the Common and Open Areas, including any improvements and amenities located thereon, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights, and the right of use of any recreational facilities located on any Common and Open Areas during any period in which the Member is in default in the payment of any assessment levied by the Association; these rights may also be suspended for a period not to exceed sixty (60) days for an infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Members by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration; and

(d) employ a manager, independent contractors, or other employees or contractors as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) keep a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such a statement is requested in writing by the holders of one-fourth (1/4) of the votes of the Class A Members or by the holders of one-fourth (1/4) of the votes of the Class B Members;

(b) supervise all officers, agents and employees of this Association, and see that their duties are properly performed;

(c) as more fully provided in the Declaration to:

(1) fix the amount of the annual assessment against each Lot not later than February 1st of each year;

(2) send written notice of each annual assessment to every Lot Owner subject thereto not later than February 1st of each year, and of each special assessment, at least forty-five (45) days in advance of its due date;

(3) foreclose the lien against a Lot if the Owner thereof has not paid the assessment thereon within such time as the Board of Directors may determine, or bring an action at law against the Lot Owner personally obligated to pay the same;

(d) issue or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid; a reasonable charge may be made by the Board for the issuance of these certificates; (if the certificate states that an assessment has been paid, the certificate shall be conclusive evidence of payment with respect to any person relying on the certificate);

(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 and Open Areas and Community Facilities to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors and thereafter at the 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 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 Appointment. 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 the notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of the resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to the vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. Not more than two offices may be held by the same person.

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

PRESIDENT. The President shall preside at all meetings of the Members and of the Board of Directors and see that orders and resolutions of the Board are carried out. The President shall have authority to sign all leases, mortgages, deeds and other written instruments.

VICE PRESIDENT. 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 exercise and discharge such other duties as may be required of him by the Board. The Vice President shall likewise have authority to sign all leases, mortgages, deeds and other written instruments.

SECRETARY. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; 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 perform such other duties as required by the Board.

TREASURER. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse these funds as directed by resolution of the Board of Directors; keep proper books of account; cause an annual audit of the Association books to be made at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members requesting the same.

ARTICLE IX

COMMITTEES

The Association shall appoint such committees as deemed appropriate in carrying out its purposes.

ARTICLE X

BOOKS AND RECORDS

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

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association assessments which are secured by a continuing lien upon the lot against which the assessment is made. If the assessment is not paid on the due date, the assessment shall bear interest from the date of delinquency at the rate of sixteen percent (16%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the lot, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common and Open Areas and Community Facilities or abandonment of his lot.

ARTICLE XII

AMENDMENTS

Section 1. The By-Laws may be amended, at a regular or special meeting of the Members, by the holders of two-thirds (2/3) of the votes of the Members of the Association present in person or by proxy at the meeting at which the vote is taken. Anything set forth above in this Article XII to the contrary notwithstanding, the Association shall have the absolute unilateral right, power and authority to modify, revise, amend or change any

of the terms or provisions of these By-Laws, all as from time to time amended or supplemented.

However, in the event financing is acquired from either the Veterans Administration or the Federal Housing Administration, this unilateral right, power and authority of the Company may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the Property or any part thereof or any Lots thereon for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration, similar programs, or its successors or assigns, whether public or private. If the Veterans Administration or the Federal Housing Administration or any successor agencies thereto approve the Property or any part thereof or any Lot therein for federally approved mortgage financing purposes, any amendments to these By-Laws made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval.

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 the Articles or these By-Laws, the Declaration shall control.

ARTICLE XIII

MISCELLANEOUS

The fiscal year of the Association shall begin on the 1st 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 and end on December 31st of that year.

IN WITNESS WHEREOF, we, being all of the Directors of Chapel Gate Homeowners' Association, Inc., have hereunto set our hands and seals this 7 day of April, 1997.

[Signature] (SEAL)
John L. Tansy

[Signature] (SEAL)
Lawrence J. Thanner, Jr.

[Signature] (SEAL)
Michael M. Wolman-Hess

PLEASE RETURN TO:
RAY STATE TITLE COMPANY
1 EAST REDWOOD STREET
SUITE 401
BALTIMORE, MD. 21202
301-539-5878

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09/01/87

2/15/87:0673J

CHAPEL GATE HOMEOWNERS ASSOCIATION, INC.

RESTATED AND AMENDED BY-LAWS

Preamble

These Restated and Amended By-Laws of Chapel Gate Homeowners Association, Inc. amend those By-Laws dated April 8, 1987 and recorded among the Land Records of Baltimore County in Liber S.M. No 7658, Folio 695 and are intended to be recorded among same immediately following the Confirmatory Declaration of Covenants, Conditions and Restrictions dated November 24, 1987, and later amended and restated in August 2003. These amendments were approved in accordance with Article XII hereof.

ARTICLE I

Name and Location

The name of the Corporation is Chapel Gate Homeowners' Association, Inc. hereinafter referred to as the "Association". The principal office of the Association shall be located at Timonium, Maryland, but meetings of its members and its Board of Directors may be held at any location within the State of Maryland as may be designated by the Board of Directors.

Article II

Definitions

Section 1. The terms "Association," "Common Areas," "Open Spaces," "Lot," "Owner" and "Property" as used in these Amended By-Laws shall have the meanings set forth in that certain Confirmatory Declaration of Covenants, Conditions and Restrictions dated November 24, 1987 and recorded among the aforesaid Land Records in Liber S.M. No. 7734, Folio 259 and all amendments thereto ("the Declaration").

Section 2. "Member" shall mean those persons or entities entitled to membership in the Association as provided in the Declaration.

ARTICLE III

Meetings of Members

Section 1. Annual Meetings. A regular annual meeting of the Members of the Association shall be held on a date and on a time and place within the State of Maryland selected by the Board of Directors of the Association and shall be held during the same month of each year as the first annual meeting.

Section 2. Special Meetings. Special Meetings of the Members of the Association may be called at any time by the President or by the Board of Directors or upon the written request of such members who are the Owners of at least 20% of the 222 lots subject to the Declaration.

Section 3. Notice of Meetings. Written notice of each meeting of the Members of the Association shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of the notice, postage prepaid, not less than fifteen (15) nor more than sixty (60) days prior to the annual or special meeting, to each Member by regular mail addressed to the Member at the Member's last known mailing address appearing on the rolls of the Association, or supplied by the Member to the Association for the purpose of such notice. The notice shall specify the place, day and hour of the meeting. In the case of a special meeting, the notice shall state the purpose of the meeting. Proxy statements may be sent with such notice.

Section 4. Quorum. The presence at the meeting, physically or by proxy of Members entitled to cast 10% of the votes of the membership of the Association shall constitute a quorum for any action except as otherwise provided in the Declaration or these Amended By-Laws. If, however such quorum shall not be present physically or by proxy at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcements at the meeting, until a quorum shall be present or represented.

Section 5. Proxies. At all meetings of the members of the Association, each member may vote in person or by proxy. All proxy statements shall be in writing on a form prescribed by the Board of Directors for this purpose and shall be filed with the Secretary or another designated agent. Proxy statements may be either specific for voting on a specific issue or issues or may be general in nature. Each general proxy statement shall be revocable and shall automatically terminate upon the conveyance by the member of his or her lot.

ARTICLE IV

Board of Directors: Selection and Term of Office

Section 1. Number. The affairs of the Association shall be managed by a Board of nine (9) directors. Every effort shall be made to insure that five (5) directors are owners of lots in Sections I or III and that the remaining four (4) are owners of lots in Sections II. The members of the Board shall select a chairperson from among them by majority vote.

Section 2. Term of Office. The term of office of directors shall be for a period of two (2) years, with five (5) directors being elected every other year and the remaining four (4) directors elected in the intervening years. All elections for directors shall be conducted at annual meetings of the members of the Association.

Section 3. Removal. Any director who ceases to be a member of the Association shall be automatically removed from office. Any director may be removed from the Board with or without cause by the affirmative vote by members of the Association who are the owners of a majority of the lots subject to the Declaration. In the event of death, resignation or removal, pursuant to these Amended By-Laws, of a director, his or her successor shall be selected by the remaining members of the Board and such successor shall serve for the unexpired term of his or her predecessor.

Section 4. Compensation. No directors shall receive compensation for any service he or she renders to the Association. However, directors may be reimbursed by the Association for out-of pocket expenses incurred in the performance of their duties.

Section 5. Action Taken Without a Meeting. The Board of Directors shall have the power to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of the directors. Any action so approved shall have the same binding effect as though taken at a meeting of the Board.

ARTICLE V

Nomination and Election of Directors

Section 1. Nomination. Nomination of directors to the Board of Directors shall be made by a nominating committee or from the floor at the annual meeting of the membership of the Association. The nominating committee shall consist of a chairperson who shall be a member of the Board of Directors as then constituted and at least two other members of the Association. A nominating committee shall be appointed by the President of the Association prior to each annual meeting of its members and shall serve until the close of such meeting. The nominating committee shall submit as many nominations for election to the Board of Directors as it may deem necessary and proper but in no event less than the number of vacancies to be filled; Nominees may be either members of the Association or non-members.

Section 2. Election. Election to the Board of Directors shall be by written ballot. At the election the members of the Association present in person or by

proxy may cast, in respect to each vacancy, as many votes as they are entitled to cast under the provisions of the Declaration. The persons receiving the largest number of votes for each vacancy shall be elected. Cumulative voting is not permitted.

ARTICLE VI Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least once each year at such place and time as may be fixed from time to time by resolution of the Board, without the necessity of further notice.

Section 2. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association or by any two (2) directors after not less than three (3) days notice to each director. Special meetings may be called to decide appeals from the denial of permits by the Architectural Review Committee and/or the Landscape Review Committee and upon receipt of a petition signed by the owners of at least 20% of the 222 lots subject to the Declaration requesting that an application for a change, alteration, addition or deletion to the exterior of any dwelling, lawn or garden area of a lot or common area be presented to and voted upon the members of the Association at regularly scheduled or special meetings.

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

ARTICLE VII Power and Duties of the Board of Directors

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

(a) adopt, promulgate and publish Rules and Regulations governing the use of the Common Areas and Open Spaces, including any improvements or amenities located thereon, and the personal conduct of the members of the Association and their guests thereon, and to establish and enforce penalties for violations of such Rules and Regulations;

(b) suspend the voting rights and the right to use any recreational facilities located upon any Common Area and Open Spaces during any period during which the owner(s) of any lot shall be in default in the payment of any

regular or special assessment or fine levied by the Association or the Board of Directors; such rights and privileges may also be suspended by the Board for a period not to exceed sixty (60) days for an infraction of published Rules and Regulations;

(c) levy fines for violations of the restrictive covenants set forth in the Declaration, and/or Rules and Regulations adopted by the Board, the Architectural Review Committee and the Landscape Review Committee; provided, however, that such fines shall be limited to the extent permitted in the Declaration.

(d) inspect lots, Common Areas and Open Spaces for violation of said restrictive covenants and Rules and Regulations.

(e) decide appeals from the denial of applications for any addition, deletion, change or alteration to the exterior of any lot or lawn or garden area by the Architectural Review Committee and/or the Landscape Review Committee or to refer the matter to the membership of the Association to be voted upon at an annual or special meeting.

(f) exercise for and on behalf of the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the members of the Association by other provisions of these Amended By-Laws, the articles of incorporation of the Association, the Declaration, other governing documents or the laws of the State of Maryland.

(g) appoint an Architectural Review Committee and a Landscape Review Committee and the members thereof, and

(h) employ a manager, independent contractors or other employees or contractors as they deem necessary, and to prescribe their duties; to engage counsel to enforce the terms and provisions of the Declaration and the aforesaid Rules and Regulations.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) maintain a complete record of its meetings and acts and to make a report thereof to the members of the Association at the annual meeting and at any special meeting at which such a report is requested in writing in advance of such meeting by members who are the owners of at least 20% of the lots subject to the Declaration;

(b) supervise the activities of all officers, agents and employees of the Association to insure the proper performance of their duties;

(c) as more fully provided in the Declaration to:

(1) fix the amount of the annual assessment against each lot not later than January 1st of each year;

(2) insure that written notice of annual assessments are sent to the owners of each lot not later than January 1st of each year and that notice of special assessments is sent at least forty-five (45) days in advance of their due date.

(3) foreclose any recorded lien or enforce any judgment in favor of the Association against a lot if the owner(s) thereof is in default of payment of any annual or special assessment thereon or fines duly levied and to bring any action in law or in equity to enjoin continuing violations of the restrictive covenants set forth in the Declaration or of the aforesaid Rules and Regulations and collect sums due the Association.

(d) issue or cause to be issued upon demand certificates setting forth whether or not any annual or special assessments or fines against a lot have been paid and to make a reasonable charge for the issuance of such certificates; it being understood that if any certificate for which payment has been received states that an assessment or fine has been paid it shall be deemed conclusive evidence of payment with respect to any person or entity relying on such certificate;

(e) procure and maintain adequate liability and hazard insurance on Common Areas and Open Spaces owned by the Association.

(f) provide for the maintenance and repair of Common Areas and Open Spaces and all improvements and recreational facilities located thereon.

ARTICLE VIII Officers and Their Duties

Section 1. Enumeration of Officers. The officers of the Association shall be a President and Vice President, both of whom shall at all times be members of the Board of Directors, a Secretary, a Treasurer, and such other officers as the Board may, from time to time, designate by resolution.

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 of the Association.

Section 3. Term. All officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner die, resign, be removed or be otherwise disqualified to serve in the office.

Section 4. Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall have such authority and shall perform such duties as the Board may determine.

Section 5. Resignation and Removal. Any officer may be removed from office by the Board, with or without cause. An officer may resign at any time by giving written notice to the Board, the President or Secretary. Except in the case of the Treasurer such resignation shall, unless otherwise specified in the notice, take effect on the date the notice is received and acceptance of the resignation shall not be necessary to make it effective. The resignation of the Treasurer shall not be effective until accepted by the Board which may require an audit of the accounts of the Association as a condition to acceptance.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to fill the vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices. Not more than two offices may be held by the same person at any time and the same person shall not be both President and Vice President.

Section 8. Duties. The duties of the officers of the Association shall be as follows:

PRESIDENT. The President shall preside at all meetings of the members of the Association and of the Board of Directors and shall see to it that orders and resolutions of the Board are carried out. The President shall have full authority to sign checks drawn of the accounts of the Association and to execute all leases, mortgages, deeds and other instruments on its behalf.

VICE PRESIDENT. The Vice President shall act in the place and stead of the President in the event of his or her absence or inability or refusal to act and shall exercise and discharge such duties and responsibilities as may be directed by the Board. The Vice President shall likewise have full authority to execute leases, mortgages, deeds and other instruments on behalf of the Association.

SECRETARY. The Secretary shall record the votes and prepare and maintain the minutes of all meetings of the Board of Directors and the members of the Association, shall serve notice of all such meetings, shall maintain an appropriate up-to-date membership roll of the Association to include current mailing addresses for all members, shall sign checks drawn on the accounts of the Association and shall perform such other duties as may be designated by the Board.

TREASURER. The Treasurer shall receive and deposit in appropriate accounts with insured financial institutions all funds of the Association and shall disburse such funds as directed by resolution of the Board of Directors. The Treasurer shall also keep proper books of account, cause an annual audit of the financial records of the Association to be made at the end of each fiscal year, shall prepare the annual budget and a statement of income and expenditures to be presented at the annual meeting of the members of the Association and shall deliver or cause to be delivered copies of same to any members requesting them. All checks drawn on the accounts of the Association shall be signed by the Treasurer but shall not be negotiable unless co-signed by either the President or Secretary.

ARTICLE IX Committees

The Board of Directors shall appoint such committees as it deems appropriate to carry out the purposes of the Association.

ARTICLE X Books and Records

The books, records, accounts and papers of the Association shall, at all reasonable times, be available for inspection by any member of the Association. The Declaration, Articles of Incorporation, such Rules and Regulations as have been duly adopted and published by the Board of Directors, the Architectural Review Committee, the Landscape Review Committee and other special or standing committees of the Association and these Amended By-Laws shall also be available for inspection by any member of the Association at its principal office, where copies shall be available for sale at reasonable cost.

ARTICLE XI
Assessments

As more fully provided in the Declaration, the owners of each lot subject to same are obligated to pay to the Association such annual and special assessments as may be levied, which assessments, until paid, constitute a continuing lien upon the lot against which the assessments are made. Any assessments not paid by the due date shall bear interest from the date of delinquency at the rate of sixteen per cent (16%) per annum until paid, and the Association may record a lien among the Land Records of Baltimore County pursuant to Section 14-201 et seq., Real Property, Annotated Code of Maryland, may bring an action at law against the owner(s) of the lot personally obligated to pay same for the amount of the unpaid assessment(s) together with interest at the aforesaid rate, costs, and reasonable attorneys' fees, and may foreclose any lien so recorded and execute upon any judgment so obtained. No owner may waive or otherwise escape liability for the assessments provided for in the Declaration by relinquishing the right to use Common Areas and/or Open Spaces.

ARTICLE XII
Amendments

Section 1. The By-Laws may be further amended at any annual or special meeting of the members of the Association by the affirmative vote of 66 2/3% of those members present in person or by proxy at such meeting.

Section 2. In the event of any conflict between the provisions hereof and those of the Articles of Incorporation, the Articles shall be deemed to control and in the event of any conflict among and between the provisions of the Declaration, the Articles or these Amended By-Laws, the Declaration shall be deemed to control.

ARTICLE XIII
Miscellaneous

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed in its behalf by the signature of its duly authorized President.

Chapel Gate Homeowners Association, Inc.

By: _____ (seal)
President

CHAPEL GATE HOMEOWNERS' ASSOCIATION, INC.

CONFIRMATORY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS CONFIRMATORY DECLARATION, made this 24 day of November, 1987, by CHAPEL ASSOCIATES LIMITED PARTNERSHIP, a Maryland Limited Partnership, (hereinafter referred to as "Declarant"), THANNER DEVELOPMENT CORPORATION, a Maryland Corporation (formerly referred to as "Declarant" and referred to as "Developer" in this Confirmatory Declaration of Covenants, Conditions and Restrictions), Gordon DeGeorge and Thomas M. Scott, III, Trustees (hereinafter referred to as the "Trustees"), and SIGNET BANK, formerly known as UNION TRUST COMPANY OF MARYLAND (hereinafter referred to as the "Bank").

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of the real property described in Article II hereof and desires to create and develop thereon a residential community with permanent common areas for the benefit of said community; and

WHEREAS, the Trustees are the trustees of a Deed of Trust (the "Deed of Trust") on the property from the Declarant dated December 15, 1986 and recorded among the Land Records of Baltimore County in Liber S.M. No. 7358, folio 500. The Bank is the holder of a Deed of Trust Note securing said Deed of Trust. The Trustees and Bank are joining in this Declaration for the sole purposes set forth in Article XIII, Section 15 hereof; and

WHEREAS, the Declarant hereby declares that the property shall be held, sold and conveyed subject to the covenants, conditions and restrictions set forth below; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common areas; and to this end, desires to subject the real property described in Article II hereof to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of said property and the subsequent owners thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an association to which should be delegated and assigned the powers and duties of maintaining and administering the common areas, administering and enforcing the within covenants and restrictions, and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Declarant has formed Chapel Gate Homeowners' Association, Inc. as a non-profit corporation without capital stock under the Laws of the State of Maryland for the purposes of carrying out the powers and duties aforesaid; and

WHEREAS, the Declarant has previously recorded a Declaration of Covenants, Conditions and Restrictions dated April 15, 1987 and recorded among the Land Records of Baltimore County in Liber S.M. No. 7507 ~~4~~ 10 ~~173.00~~ 943.00 and

WHEREAS, the name of Thanner Development Corporation was erroneously referred to as Declarant rather than Developer; and

WHEREAS, the name of Chapel Associates Limited Partnership, a Maryland Limited Partnership, was omitted as Declarant; and

WHEREAS, the parties to this Confirmatory Declaration of Covenants, Conditions and Restrictions hereby desire to file the same for the purpose

RECEIVED TRANSFER TAX
AGRICULTURAL TRANSFER TAX
NOT APPLICABLE
SIGNATURE Reg DATE 11/23/87

RECEIVED TRANSFER
State Department of
Assessments & Taxation
for Baltimore County
Reg 11/23/87

TRANSFER TAX NOT REQUIRED
Director of Finance
BALTIMORE COUNTY MARYLAND
Per [Signature] 11-23-87
Authorized Signature
Date 11-23-87 Sec. 11-85

DECLAR
OR CLERK 173.00
#29617 002 ROZ 11/11/87
11/23/87

173

of inserting the name "CHAPEL ASSOCIATES LIMITED PARTNERSHIP" as Declarant, and changing the designation of Thanner Development Corporation from Declarant to Developer.

NOW, THEREFORE, the Declarant hereby declares that the real property described in Article II hereof is and shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter sometimes referred to as "Covenants and Restrictions") hereinafter set forth, all of which are declared and agreed to be in aid of a plan for improvement of said property, and shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and any person acquiring or owning an interest in said property and improvements, including, without limitation, any person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation:

ARTICLE I

Section 1 Definitions. The following words, when used in this Declaration, shall have the following meanings:

(a) "Association" shall mean and refer to Chapel Gate Homeowners' Association, Inc., and its successors and assigns.

(b) The "Property" shall mean and refer to all real property described in Article II hereof and such additions thereto as may hereafter be made pursuant to the provisions of Article II.

(c) "Lot" shall mean and refer to all subdivided parcels or property on which a residence is proposed to be constructed (exclusive of the common areas and open spaces) which are part of the Property.

(d) "Common Areas" shall mean and refer to all real property and improvements thereon owned or leased by the Association or otherwise available to the Association for the benefit, use and enjoyment of its members, to include without limitation all roads and rights of way for vehicular ingress and egress not dedicated to public use and accepted for maintenance by Baltimore County, Maryland.

(e) "Dwelling" shall mean and refer to any building or portion of a building situated upon the Property and designed and intended for use and occupancy as a residence by a single person or family.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated on the Property, including contract sellers, but excluding those having such interest solely as security for the performance of an obligation.

(g) "Declarant" or "Developer" or "Grantor" shall mean and refer to the and Declarant hereinabove identified in the preamble to this Declaration, and its respective successors and assigns; provided, however, that the rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant shall not inure to the benefit of or burden the successors and assigns of the Declarant, except to the extent that any of the rights, reservations, easements, interests, exemptions, privileges or powers of the Declarant are specifically assigned or transferred to any such successor or assign by instrument in writing.

(h) "Open Spaces" shall mean such portions of the Property (including improvements thereto), and all interests therein (including without limitation, leasehold interests, easements, and any other interests), designated on the Record Plat as "Open Space".

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

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

(j) "Member" shall mean and refer to any person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds any class of membership in the Association.

(k) The "Project" and the "Community", as used in this Declaration, means that certain community being developed by the Declarant in Baltimore County, Maryland known as "CHAPEL GATE".

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

ARTICLE II

Section 1. Property Subject to Declaration. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in Baltimore County, State of Maryland, and is more particularly described in "EXHIBIT A" attached hereto and by this reference made a part hereof.

ARTICLE III

Section 1. Membership. The Association shall have two classes of voting membership, which shall be known as "Class A" and "Class B".

(a) There shall be 42 Class A memberships in the Association. With the exception of the Declarant, every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who is a record owner of a fee interest in any lot which is part of the premises described in Article II of this Declaration, or which otherwise becomes subject by the covenants set forth in this

Declaration to assessment by the Association, shall be a Class A member of the Association; provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity who holds such interest solely as security for the performance of an obligation shall not be a Class A member solely on account of such interest. Each Class A member shall be entitled to one (1) vote for each lot in which such member holds the interest required for Class A membership.

(b) There shall be 1 Class B membership in the Association. The Class B member shall be the Declarant, its nominee or nominees, and shall include every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who shall obtain any Class B membership by specific assignment from the Declarant. Each Class B member shall be entitled to three (3) votes for each lot it holds. Each Class B membership shall lapse and be converted to Class A membership upon the earlier to occur of the following:

- (i) the date on which the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (ii) on January 1, 1993; or
- (iii) upon the surrender of said Class B memberships by the then holder thereof for cancellation on the books of the Association; or
- (iv) at any time the membership of said Class B shall elect to terminate their membership.

ARTICLE IV

Section 1. Member's Right of Enjoyment. Every member shall have a non-exclusive right and easement of enjoyment, in common with others, in and to the common and open areas and community facilities, and such non-exclusive right and easement shall be appurtenant to and shall pass with the fee title to every lot subject to the following:

(a) the right of the Association, in accordance with its Articles of Incorporation and By-Laws, and with the consent of four-fifths (4/5) of each class of the then members of the Association, voting separately, to borrow money for the purpose of improving the common and open areas and community facilities in a manner designed to promote the enjoyment and welfare of the members, and in aid thereof to mortgage any of the common and open areas and community facilities; and

(b) the right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosures; provided, however, that the same are in conformity with the other provisions of this declaration; and

(c) the right of the Association to adopt reasonable rules respecting use of the common and open areas to reasonably limit the number of guests of members to the use of any facilities which are developed upon the Property; and

(d) the right of the Association to suspend the voting rights and the rights to use of the common and open areas for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of any of the published rules and regulations of the Association; and

(e) the right of the Association to dedicate or transfer all or any part of the common and open areas to any public or municipal agency,

authority or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the members; provided, however, that no such dedication or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless four-fifths (4/5) of each class of the then members of the Association consent to such dedication, transfer, purpose and conditions, at any special meeting of the members duly called for such purpose; and

(f) the right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Declarant or any other person; provided, however, that no such license, rights-of-way or easements shall be unreasonably and permanently inconsistent with the rights of the members to the use and enjoyment of the common areas.

Section 2. Delegation of Right of Use. Any member of the Association may delegate his rights to the use and enjoyment of the common and open areas to the members of his family who reside permanently with him and to his tenants, contract-purchasers, invitees and guests, all subject to such reasonable rules and regulations which the Association may adopt and uniformly apply and enforce.

Section 3. Limitations.

(a) Any other provision of this Declaration to the contrary notwithstanding, the Association shall have no right to suspend the right of any member of the Association to use any private streets and roadways upon the common and open areas for both vehicular and pedestrian ingress and egress to and from his lot.

(b) Any other provision of the Declaration to the contrary notwithstanding, the Association shall have no right to suspend the right of any member of the Association to use the common and open areas for necessary, ordinary and reasonable pedestrian ingress and egress to and from his lot, or to suspend any easement over the common and open areas for stormwater drainage, electrical energy, water, sanitary sewer, natural gas, CATV service, telephone service or similar utilities and services to the lots.

ARTICLE V

Section 1. Annual Maintenance Assessments. Except as assessments of the Declarant are limited by the provisions of Article VI of this Declaration, each person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who becomes a fee owner of a lot within the Property, (i.e., each Class A member of the Association), by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, a monthly sum (hereinafter sometimes referred to as "maintenance assessments") equal to one-twelfth (1/12th) of the member's proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to, the following:

(a) the cost of all operating expenses of the common and open areas and the services furnished to or in connection with the common and open areas, including charges by the Association for any services furnished by it; and

(b) the cost of necessary management and administration of the common and open areas, including fees paid to any Management Agent; and

(c) the amount of all taxes and assessments levied against the common and open areas; and

(d) the cost of liability insurance on the common and open areas and the cost of such other insurance as the Association may effect with respect to the common and open areas; and

(e) the cost of utilities and other services which may be provided by the Association, whether for the common and open areas or for the lot, or both; and

(f) the cost of maintaining, replacing, repairing, and landscaping the common and open areas, including, without limitation, maintenance of any stormwater detention basins or the like located upon the common or open areas and the cost of the maintenance of all pathways upon the Property, together with such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith; and

(g) the cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and a reserve for replacements.

The Board of Directors shall determine the amount of the maintenance assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly, semi-annual or annual basis rather than on the monthly basis hereinabove provided for. Any Class A member may prepay one or more installments of any annual maintenance assessment levied by the Association, without premium or penalty.

The Board of Directors shall prepare, or cause the preparation of any annual operating budget for the Association which shall provide, without limitation, for the management, operation and maintenance of the common and open areas. The Board of Directors of the Association shall make reasonable efforts to fix the amount of the annual maintenance assessment against each lot for each assessment period at least thirty (30) days in advance of the beginning of such period and shall, at that time, prepare a roster of the lots and the annual maintenance assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the annual maintenance assessments shall thereupon be sent to the Class A members. The omission by the Board of Directors, before the expiration of any assessment period, to fix the amount of the annual maintenance assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any Class A member from the obligation to pay the annual maintenance assessment, or any installment thereof, for that or any subsequent assessment period; but the annual maintenance assessment fixed for the preceding period shall continue until a new maintenance assessment is fixed. No Class A member may exempt himself from liability for maintenance assessments by abandonment of any lot belonging to him or by the abandonment of his right to the use and enjoyment of the common and open areas.

This Declaration contemplates that the Association shall have responsibility for maintenance and repair of the common and open areas, and exterior of all units in accordance with Article VII, Section 8. The owner of any lot shall, at his own expense, maintain his dwelling, and any area contained therein, including fenced-in areas, in good order, condition and repair, and in a clean, sightly and sanitary condition at all times.

Section 2. Special Maintenance Assessments. In addition to the regular maintenance assessments authorized by this Article, the Association

may levy in any assessment year a special maintenance assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, extraordinary repair or replacement of a described capital improvement located upon, or forming a part of the common and open areas, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate; provided, however, that such assessment shall have the assent of the members representing a majority of the then Class A members of the Association and two-thirds (2/3) of the then Class B members of the Association. A meeting of the members shall be duly called for this purpose.

Section 3. Reserves for Replacements. The Association may establish and maintain a reserve fund for repairs and replacements of the common and open areas by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited with any banking institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America.

The reserve for replacement of the common and open areas may be expended only for the purpose of affecting the replacement, and for start-up expenses and operating contingencies of a non-recurring nature relating to the common and open areas. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any member in any such reserves shall be considered an appurtenance of his lot and shall not be separately withdrawn, assigned or transferred, or otherwise separated from the lot to which it appertains and shall be deemed to be transferred with such lot.

ARTICLE VI

Section 1. Non-Payment of Assessments. Any assessment levied pursuant to this declaration, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the lot or lots belonging to the member against whom such assessment is levied and shall bind such lot or lots in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the member to pay such assessment shall, in addition, remain his personal obligation for the statutory period, and a suit to recover a money judgment for non-payment of any assessment levied pursuant to this declaration, or any installment thereof, may be maintained without foreclosing or waiving the lien herein created to secure the same.

Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors, bear interest at a rate not to exceed the maximum legal rate permitted from time to time in the State of Maryland, and may, by resolution of the Board of Directors, subject the member obligated to pay the same to the payment of such penalty or "late charge" as the Board may fix, and the Association may bring an action at law against the member personally obligated to pay the same, or foreclose on the lien against the lot or lots then belonging to said member, in the manner now or hereafter provided for the foreclosure of mortgages, deeds of trust or other liens on real property in the State of Maryland containing a power of sale and consent to a decree, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, in either of which events interest, costs and reasonable

attorneys' fees of not less than twenty percent (20%) of the sum claimed shall be added to the amount of each assessment.

To the extent requested in writing so to do by any such mortgagee, the Association shall notify the holder of the first mortgage on any lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of thirty (30) days, and in any other case where the owner of such lot is in default with respect to the performance of any other obligation hereunder for a period in excess of sixty (60) days, but any failure to give such notice shall not affect the validity of the lien for any assessment levied pursuant to this Declaration, nor shall any such failure affect any of the priorities established in this Article.

The Board of Directors may post a list of members who are delinquent in the payment of any assessments or other fees which may be due the Association, including any installment thereof, which become delinquent, in any prominent location upon the Property.

Section 2. Assessment Certificates. The Association shall upon demand at any time furnish to any member liable for any assessment levied pursuant to this Declaration (or any other party legitimately interested in the same) a certificate in writing signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed ten Dollars (\$10.00) may be levied in advance by the Association for each certificate so delivered.

Section 3. Acceleration of Installments. Upon default in the payment of any one or more monthly installments of any assessment levied pursuant to this Declaration, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 4. Priority of Lien. The lien established by this Declaration shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

(a) general or special assessments for ad valorem real estate taxes on the lot; and

(b) the liens of any deeds of trust, mortgage instruments or encumbrances duly recorded on the lot prior to the assessment thereof of the maintenance assessments and townhouse maintenance assessments provided for in this Declaration or duly recorded on said lot after receipt of a written statement from the Board of Directors reflecting that payments on account of any such assessments were current as of the date of recordation of said deed of trust, mortgage instrument or encumbrance.

Notwithstanding any other provision of this Declaration to the contrary, the lien of any assessment levied pursuant to this Declaration upon any lot, as in this Article provided, shall be subordinate to the lien of any deed of trust, mortgage or other encumbrance; provided, however, that such subordination shall apply only to assessments and installments thereof, which have become due and payable prior to a sale or transfer of the lot pursuant to a foreclosure of such deed of trust, mortgage or other encumbrance, or any deed, assignment or other proceeding or arrangement in lieu of foreclosure. Any holder of any deed of trust, mortgage or other encumbrance duly recorded on the lot and made in good faith and for value received who comes into possession of the lot pursuant to a foreclosure of such deed of trust, mortgage or other encumbrance, or any deed, assignment or other proceeding or foreclosure sale, shall take the lot free of any claims for unpaid maintenance assessments levied against the lot which accrue prior to the time such holder comes into possession of the

lot or prior to the foreclosure sale, except for claims for a proportionate share of such unpaid maintenance assessments among the lots upon the Property. Such foreclosure, deed, assignment or other proceeding or arrangement in lieu of foreclosure shall not, however, relieve the purchaser at any foreclosure sale from any liability for any maintenance assessments thereafter becoming due, or from the lien herein created to secure the payments of such maintenance assessments, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

No amendment to this Section shall affect the rights of the holder of any first mortgage on any lot (or the indebtedness secured thereby), recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

The Board of Directors may, in its sole and absolute discretion, extend the provisions of this section to the holder of mortgages (or the indebtedness secured thereby) not otherwise entitled thereto.

Section 5. Additional Default. Any recorded first mortgage secured on a lot on the Property shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby); but failure to include such a provision in any such mortgage shall not affect the validity or priority thereof, and the protection extended to the holder of such mortgage (or the indebtedness secured thereby) by reason of Section 4 of this Article shall not be altered, modified or diminished by reason of such failure.

Section 6. Commencement of Annual Assessments. Except as may be otherwise resolved by the Board of Directors of the Association, the annual maintenance assessment for each Class A membership shall commence on the date a deed for the lot to which such Class A membership is appurtenant is delivered by the Declarant to the member. Except as may be otherwise resolved by the Board of Directors of the Association, the annual maintenance assessment of each Class A membership appurtenant to a lot shall also commence on the date a deed for the lot to which such Class A membership is appurtenant is delivered by the Declarant to the member. The first monthly installment of each such annual assessment shall be made for the balance of the month during which a deed for the lot is delivered to the member and shall become due and payable and a lien on the date a deed for the lot is delivered to the member. Except as hereinelsewhere provided, the monthly installments of each such annual assessment for any lot for any month after the first month shall become due and payable and a lien on the first day of each successive month.

Section 7. Exempt Property. No portion of the common or open areas shall be subject to assessment of any kind by the Association.

ARTICLE VII

Section 1. Architectural Review Committee. Except for construction or development by, for or under contract with the Declarant, and except for any improvements to any lot or to the common and open areas accomplished by the Declarant concurrently with said construction and development, and except for purposes of proper maintenance and repair, no building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered or maintained upon the Property, nor shall any exterior addition to or change (including any change of paint color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction, and any other proposed form of change (including, without limitation, any other information specified by the Architectural

Review Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and conformity with the design concept for the community by an Architectural Review Committee designated by the Board of Directors.

Subject to the same limitations as hereinabove provided for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any exterior lighting, shades, screens, awnings, patio covers, fences, walls, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any improvements constructed upon any lot or upon any of the common areas, or to combine or otherwise join two or more dwellings, or to partition the same after combination, or to remove or alter any windows or exterior doors of any dwelling, until the complete plans and specifications, showing the location, nature, shape, height, material color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the Architectural Review Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the community by the Architectural Review Committee designated by the Board of Directors.

Section 2. Architectural Review Committee - Operation. The Board of Directors shall appoint an Architectural Review Committee. The Architectural Review Committee shall be composed of three (3) or more natural persons initially designated by the Declarant for the first two (2) years of the Association. Thereafter, the Association may change the membership upon the requisite affirmative votes. The affirmative vote of a majority of the members of the Architectural Review Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

Notwithstanding the terms of this Article, the purpose of the Committee for the first five (5) years of the Association shall be the screening of all plans and specifications submitted pursuant to the provisions of this Article and the scheduling of maintenance and repairs.

Section 3. Approvals, Etc. In considering whether to grant any approval, the Architectural Review Committee may consider the suitability of the plans/specifications in relation to the Lot and other Lots, and may base such consideration upon such, if any, information concerning the nature, kind, shape, height, materials, location and approximate cost of such plans/specifications, all to the end that such plans/specifications shall be in harmony with, and have no adverse effect upon the immediate surroundings and other Lots. Upon approval by the Architectural Review Committee of any plans and specifications submitted pursuant to the provisions of this Article, the consent and approval of a majority of the Association's members shall be required at a special meeting or annual meeting of the Association.

If the plans and specifications fail to meet the Committee's approval, a notice shall be sent to said applicant no later than sixty (60) days from the date of application. Notice of approval of the Committee shall be due seventy-five (75) days from the date of application.

It is the intent of the Declarant that the Architectural Review Committee shall have full and final authority on all matter regarding architectural standard and controls. Such authority shall be exercised, however, in accordance with the Declarant's original scheme.

Section 4. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural Review Committee and the Association pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved, and shall be substantially completed within two (2) months following the date of commencement, or within such other period as the Committee and Association shall specify in their approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Committee and members of the Association shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required.

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

Section 5. Certificate of Compliance. Upon the completion of any construction or alterations or other improvements or structure in accordance with plans and specifications approved by the Architectural Review Committee and members of the Association in accordance with the provisions of this Article, the Architectural Review Committee shall, at the request of the owners thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Architectural Review Committee and members of the Association, and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of the Declaration as may be applicable.

Section 6. Rules and Regulations, Etc. The Architectural Review Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish and record such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details, fences, colors, set-backs, materials and other matters relative to architectural control and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of the Declaration. The Architectural Review Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decision of the Architectural Review Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Committee (or by any policy, standards or guidelines established by the Committee) may appeal the decision of the Architectural Review Committee to the Board of Directors and, upon the request of such member, shall be entitled to a hearing before the Board of Directors of the Association.

Section 7. Prohibited Use and Nuisances. Except for the activities of the Declarant during the construction or development of the community, or except with the prior written approval of the Board of Directors of the Association or the Architectural Review Committee, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the common and open areas:

(a) No shop, retail or wholesale, or other kind of store, factory, saloon, beauty parlor, doctor's office or other office, professional or otherwise, or business house of any kind, no hospital, asylum or institution of any like or kindred nature, and no charitable

institution shall be erected or maintained on the Property, but that the Property shall be used solely for residential purposes. No building shall be erected, altered, placed or permitted to remain on any part of the Property other than detached single-family dwellings.

(b) No dwelling shall be permitted on the Property, the floor area of the main structure of which exclusive of one-story open porches and garages, shall be less than 1,100 square feet for a two-story townhouse. All improvements shall be constructed in a traditional style and all such improvements shall be subject to the prior written consent and approval of the Declarant, which shall be given only after submission of plans and specifications and all other documentation and information requested by Declarant.

(c) Any part of the Property and any improvements now or hereafter erected thereon may, with the written consent and approval of the Declarant, be used for the purpose of a church, school, library, place of public assembly or community meetings and for any or all of the usual purposes and functions incidental to or connected with any or all of the aforesaid, but no part of the Property or any improvements now or hereafter erected thereon, shall be used for any of the aforesaid purposes set forth in this paragraph without the prior written consent and approval of the Declarant being first had and obtained.

(d) Real estate sales, management and/or construction offices may, with the written consent and approval of the Declarant, be erected, maintained and operated on any part of the Property and/or in any building or structure now or hereafter erected thereon, provided such offices are used or operated on a temporary basis in connection with the development of the Property or the construction of improvements thereon, or the management, rental or sale of any part thereof or any improvements which may be now or hereafter erected thereon, but no part of the Property or any part of any improvements set forth in this paragraph shall be so maintained without the prior written consent and approval of the Declarant being first had and obtained.

(e) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the aforesaid recorded Plat and over the front and rear ten (10) feet of each Lot of the Property.

(f) No noxious or offensive trade or activity shall be carried on upon any lot or within any dwelling, nor shall anything be done therein or thereon, which may be or become an annoyance or nuisance to the neighborhood or other members. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such device as may be used exclusively for security purposes, shall be located, installed, or maintained upon the exterior of any dwelling or upon the exterior of any other improvements constructed upon any lot.

(g) The maintenance, keeping, boarding or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any lot or within any dwelling, except that this shall not prohibit the keeping of dogs, cats or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes and, provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other members. The Board of Directors or, upon resolution of the Board of Directors, the Architectural Review Committee, shall have the authority, after hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other members, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. Pets shall not be permitted upon the common and open areas unless accompanied by a responsible person and unless they are carried or leashed. The Board of Directors shall have the right to adopt such

additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate.

(h) No burning of any trash and no accumulation or storage of litter, lumber, scrap metal, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any lot.

(i) Except for parking within garages, and except as herein-elsewhere provided, no junk vehicle, unlicensed or inoperable motor vehicle, trailer, camper, recreational vehicle, van (except a van having a passenger car license), camp truck, house trailer, boat or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary or usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the common and open areas and community facilities) shall be kept upon the Property nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon.

(j) Trash and garbage shall not be permitted to remain in public view.

(k) No lot shall be divided or subdivided and no portion of any lot (other than the entire lot) shall be transferred or conveyed for any purpose. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Association, the Declarant or any other person for any purpose.

(l) No sound hardwood trees measuring in excess of six (6) inches in diameter two (2) inches above the ground shall be removed from any lot without written approval of the Association acting through the Architectural Review Committee or duly appointed subcommittee. No tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs scenic views or sight-lines for vehicular traffic on public streets or on the private streets and roadways. The Architectural Review Committee may from time to time adopt and promulgate such additional rules and regulations regarding the preservation of trees and other natural resources and wildlife as it may consider appropriate.

(m) No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, outdoor clothes dryer or line, shed, swimming pool (above or below ground level), recreational structures, or other structures shall be erected, used or maintained on any lot at any time.

(n) Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional sign or signs as may be maintained by the Declarant, the Declarant's Realtor, or the Association, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any lot or dwelling, 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. Any such temporary real estate sign shall be removed promptly following the sale or rental of such dwelling. The provisions and limitations of this subsection shall not apply to any institutional first mortgagee of any lot who comes into possession of the lot by reason of any remedies provided by law or in such mortgage or as a result of any proceeding, arrangement, assignment or deed in lieu of foreclosure.

(o) No structure, planting or other material 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 unreasonably change, obstruct or retard direction or flow of any drainage channels.

(p) No outside television aerial or radio antenna, or other aerial or antenna for receipt or transmission, shall be maintained upon the Property.

(q) No member shall make any private or exclusive or proprietary use of any of the common and open areas except with the specific approval of the Architectural Review Committee and the Association, and then only on a temporary basis, and no member shall engage or direct any employee of the Association on any private business of the member during the hours such employee is employed by the Association, nor shall any member direct, supervise, or in any manner attempt to assert control over any employee of the Association.

(r) All exterior lights with exposed bulbs shall have bulbs not exceeding twenty-five (25) watts, unless protected by translucent shades or panes, and then shall not exceed sixty (60) watts.

Section 8. Exterior Modifications. Excepting wreaths on an owner's door, all exterior changes, including landscaping, lighting and paint color, to all dwellings shall be prohibited without first obtaining the consent, in writing, of the Architectural Review Committee and the Association, in accordance with this Article VII.

Section 9. Maintenance. The Association shall be responsible for the maintenance of all common and open areas, as designated on the Record Plat, as well as all exterior maintenance, including but not limited to, landscaping, sidewalks, painting of Units, and the like. The Association shall not be responsible for maintenance of roofs or any interior items.

Section 10. Residential Use/Leasing. All dwellings shall be used for private residential purposes exclusively. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant from the use of any lot or dwelling for promotional or display purposes, or as "model homes", a sales office, or the like.

Section 11. Lease Agreements. All lease agreements shall be in writing and submitted to the Board of Directors for approval. The minimum term of all lease agreements shall be one (1) year, and shall state that the lease agreement shall be subject to this Declaration.

Section 12. Decks. Any deck constructed upon the Property shall be vertical unfinished split rail, or privacy fence, and shall not extend into the front or side yards. Decks shall be twelve (12) feet by sixteen (16) feet.

All other plans for decks which differ from the specifications hereunder shall be subject to the provisions of this Article VII of this Declaration.

Section 13. House Rules, Etc. There shall be no violation of any rules for the use of the common and open areas or "house rules" or other community rules and regulations not inconsistent with the provisions of this Declaration which may from time to time be adopted by the Board of Directors of the Association and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules.

Section 14. Enforcement - Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the covenants or

restrictions contained in this Article shall occur or be maintained upon any lot, or in the event of any other conduct in violation of any of the provisions or requirements of this Article, then the same shall be considered to have been undertaken in violation of this Article and without the approval of the Architectural Review Committee and the Association required herein, and, upon written notice from the Architectural Review Committee, such violation shall be promptly removed or abated. In the event same is not removed, or the violation is not otherwise terminated or abated, within fifteen (15) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the owner of the lot upon which such violation exists, or to the member responsible for such violation if the same shall be committed or attempted on premises other than the lot owned by such member, then the Association shall have the right, through its agents and employees (but only after a resolution of the Architectural Review Committee) to enter upon such lot and to take such steps as may be necessary to remove or otherwise terminate or abate such violation, and the cost thereof may be assessed against the lot upon which such violation occurred, and when so assessed, a statement for the amount thereof shall be rendered to the owner of said lot, at which time the assessment shall become due and payable and a continuing lien upon such lot, and a binding personal obligation of the owner of such lot, in all such respects, and subject to the same limitations and powers as provided in Articles V and VI of this Declaration. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article VII or any of the other provisions or requirements of this Declaration exist on such lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE VIII

Section 1. Party Walls. Each wall which is built as part of the original construction of the dwellings upon the property and placed on the dividing line between lots, or partly on one lot and partly on another, shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Repairs and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in equal shares. Nothing shall be done by any owner which impairs the structural integrity of any party wall or which diminishes the fire protection afforded by any party wall. No owner shall use any party wall for any purpose which creates a hazard or nuisance for any other owner who makes use of the party wall.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, of the right of any such owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Waterproofing. Notwithstanding any other provision of this Article, any owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

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

Section 6. Encroachments. If any portion of a party wall shall encroach upon any adjoining lot, or upon the common and open areas, by reason of reconstruction, 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.

ARTICLE IX

Section 1. Management Agent. The Board of Directors may employ for the Association a management agent or firm 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, including, without limitation:

(a) to establish (with the approval of the Board of Directors of the Association) and provide for the collection of the annual maintenance assessments and any other assessments provided for in this Declaration, and to provide for the enforcement of liens therefor in a manner consistent with law and the provisions of this Declaration; and

(b) to provide for the care, upkeep, maintenance and surveillance of the common and open areas and community facilities; and

(c) to designate, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the common and open areas and community facilities; and

(d) to promulgate (with the approval of the Board of Directors of the Association) and enforce such rules and regulations, and such restrictions and requirements, "house rules" or the like as may be deemed proper respecting the use of the common and open areas; and

(e) to provide or arrange to provide such other services (including legal and accounting services) for the Association as may be consistent with the law and the provisions of this Declaration.

Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated, with or without cause and without the payment of any termination fee, 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 2. 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 and open areas or, 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 and open areas. No diminution or abatement of assessments, as hereinelsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common and open areas, 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 X

Section 1. Reservation of Easement Rights by the Declarant.

(a) The Declarant hereby reserves a non-exclusive easement and right-of-way in, through, over and across the common areas for the purpose of the storage of building supplies and materials, the installation, construction, maintenance, reconstruction and repair of sanitary sewer lines, water lines, cables, storm water detention ponds and similar facilities, storm drains and appurtenances to any of the same, and for all other purposes reasonably related to the completion of construction and development of the project and the provision of utility services, and related services and facilities, whether public or private, to the land and premises described on "EXHIBIT B" attached hereto. Any and all grants made by the Declarant to the Association with respect to any of the common areas shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instruments. At the request in writing of the Declarant, the Association shall from time to time execute, acknowledge and deliver to the Declarant such further assurances of this reservation as may be necessary.

(b) The Declarant hereby reserves the absolute right to grant easements and rights-of-way, both temporary and permanent, over the common and open areas, to any and all governmental and quasi-governmental authorities and to any and all public utilities.

Section 2. Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such other licenses, easements and rights of way over the common and open areas for sewer lines, water lines, electrical cables, telephone cables, CATV, gas lines, stormwater detention ponds and similar facilities, storm drains, cables, underground conduits and such other purposes related to the provision of utility and similar services to the land and premises described in "EXHIBIT B" attached to this Declaration as may be considered necessary and appropriate by the Board of Directors of the Association or by the Declarant for the orderly maintenance, preservation and enjoyment of the common and open areas, and for the preservation of the health, safety, convenience and welfare of the members of the Association or the Declarant.

Section 3. Easement to Baltimore County, Maryland. The Declarant hereby grants to Baltimore County, Maryland, a municipal body corporate, its agents and contractors, a non-exclusive easement and right-of-way in, through, over and across the common and open areas for all purposes reasonably associated with the inspection, operation, installation, construction, reconstruction, maintenance or repair of any stormwater management facilities constructed upon the Property; and in the event that, after reasonable notice to the Association by Baltimore County, Maryland, the Association shall fail to maintain any stormwater management facility constructed upon the Property in accordance with the applicable laws and regulations, then Baltimore County, Maryland may do and perform all necessary repair and maintenance work and may assess the Association for the cost of the work and any applicable penalties. The Association shall indemnify and save Baltimore County, Maryland harmless from any and all claims or damages to persons or property arising in connection with the installation, construction, maintenance, repair, operation or use of any stormwater management facility constructed upon the Property.

ARTICLE XI

Section 1. Annexation. Additional land within the areas described in Exhibit "C", attached hereto and made a part hereof, may be annexed in whole or in part from time to time by the Declarant, its successors and assigns, without the consent of members within ten (10) years from the date of the recording of this Declaration. The Declarant shall have no

obligation to annex any of such land. Other land may be annexed which is not described in Exhibit "C", or which is described in Exhibit "C", but which was not annexed in the said ten (10) year period, but only upon the approval of two-thirds (2/3) of the Class A and Class B members voting in person or by proxy at the meeting at which such approval is sought. If any Lot is security for any mortgage or deed of trust insured by the Federal Housing Administration (FHA) or the Veterans Administration (VA), as long as there is a Class B member, the approval of the FHA and/or VA, as the case may be, shall be required prior to the annexation of any additional land. The annexation authorized hereunder shall be made by filing of record, from time to time, one or more Supplemental Declarations of Covenants, Conditions and Restrictions with respect to the additional land, which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such land, which land shall thereupon become part of the Property. Upon the filing of any Supplemental Declaration, Owners of Lots situated on the annexed land shall be subject to the same obligations and entitled to the same privileges, as applied to the Owners of Lots in the initial Property.

If any Lot is security for any mortgage or deed of trust insured by the FHA or the VA, additional land which is described in Exhibit C may be annexed by the declaration without the consent of the Class A members within ten (10) years of the date of this Declaration, provided that the FHA or the VA determines that the annexation is in accord with the general plan heretofore approved by them.

ARTICLE XII

Section 1. Cross Easements. Declarant reserves the right to subject the Common Areas and Common Utilities to easements for use in common with others of all or portions of the Property, but said Common Areas and Common Utilities at all times may be used only for the purposes as provided in this Declaration. No grant of such an easement shall take place more than twenty (20) years following the date hereof.

Notwithstanding anything in this Declaration to the contrary, Declarant being the owner of all the property described in Exhibits "A" and "C", hereby reserves the right to subject the property described in Exhibit "C" to easements for the benefit of the property described in Exhibit "A", and subject the property described in Exhibit "A" to easements for the benefit of the property described in Exhibit "C", the scope of such reservations being solely to establish pedestrian and vehicular ingress and egress easements and utility easements across, within, over and upon the respective properties. The reservations described in this paragraph shall be deemed exercised and the cross easements aforesaid shall ipso facto exist, without the necessity of the execution of any further instruments, at the time and date when the Common Areas of the Property are conveyed to the Association pursuant to Section 3 of Article II; however, that such conveyance shall occur within twenty (20) years of the date of recordation of this Declaration.

ARTICLE XIII

Section 1. Amendment. Subject to the other limitations set forth in this Declaration, prior to the lapse of all of the Class B memberships in the Association, as in Article III provided, this Declaration may be amended only by an instrument executed and acknowledged by two-thirds (2/3) of the Class A members of the Association, if any, and by the Declarant, which instrument shall be recorded among the Land Records for the jurisdiction in which this Declaration is recorded. Subject to the other limitations set forth in this Declaration, following the lapse of all of the Class B memberships in the Association, as in Article III provided, this Declaration may be amended by an instrument executed and acknowledged by a majority of the Class A members of the Association, which instrument shall be recorded among the Land Records for the jurisdiction in which this Declaration is

recorded. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording.

Section 2. Duration. Unless amended in accordance with the provisions of Section 1 of this Article and the other requirements of this Declaration, and except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date of recordation of this Declaration, after which the said covenants shall be automatically extended for successive periods of ten (10) years each.

Section 3. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the community. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages or both, and against any lot to enforce the lien created hereby, and the failure or forbearance by the Association or the owner of any lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The provisions hereof may be enforced, without limitation, by the Association, by any owner or any mortgagee of any lot which becomes subject to the provisions hereof, and by any other person, firm, corporation or other legal entity who has any right to the use of any of the common and open areas and community facilities owned by the Association.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

Section 4. Successors of Declarant. Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant hereunder, or any part of them, may be assigned and transferred (exclusively or non-exclusively) by the Declarant by instrument in writing, with or without notice to the Association.

Section 5. Incorporation by Reference on Resale. In the event any owner sells or otherwise transfers any lot, any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and liens set forth in this Declaration.

Section 6. Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postage paid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

Section 7. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any common and open areas by any public or municipal agency, authority or utility, and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the common and open areas.

Section 8. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

Section 9. Consents. Any other provision of this Declaration to the contrary notwithstanding, neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of the holders of at least two-thirds (2/3) of the first mortgages of record on the lots:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and community facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the common and open areas by the members of the Association shall not be considered a transfer within the meaning of this section; or

(b) abandon or terminate this Declaration; or

(c) modify the method of determining and collecting common expense assessments or other assessments as provided for in this Declaration; or

(d) resolve to use the proceeds of casualty insurance for any purpose other than the repair, replacement or reconstruction of the common and open areas; or

(e) modify or amend any material or substantive provision of this Declaration or the By-Laws of the Association.

Section 10. Additional Rights of Mortgagees - Notice. No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to this Declaration except after ten (10) days' written notice to the holder of the first mortgage on the lot which is the subject matter of such suit or proceeding.

Any institutional first mortgagee of any lot upon the Property may pay any taxes, utility charges or other charge levied against the common and open areas which are in default and which may or have become a charge or lien against any of the common and open areas, and any such institutional first mortgagee may pay any overdue premiums on any hazard insurance policy or secure new hazard insurance coverage on the lapse of any policy, with respect to the common and open areas. Any first mortgagee who advances any such payment shall be due immediate reimbursement of the amount so advanced from the Association.

Section 11. Casualty Losses. In the event of substantial damage or destruction to any of the common and open areas, the Board of Directors of the Association shall give prompt written notice of such damage or destruction to the holders of all first mortgages of record on the lots. No provision of this Declaration or the By-Laws of the Association shall entitle any member to any priority over the holder of any first mortgage of record on his lot with respect to the distribution to such member of any insurance proceeds paid or payable on account of any damage or destruction of any of the common and open areas.

Section 12. Condemnation or Eminent Domain. In the event any part of the common and open areas is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors of the Association shall give prompt written notice of any such proceeding or proposed acquisition to the holders of all first mortgages of record on the lots. No provision of this Declaration or the By-Laws of the Association shall entitle any member

to any priority over the holder of any first mortgage of record on his lot with respect to the distribution to such member of the proceeds of any condemnation or settlement relating to a taking of any of the common and open areas.

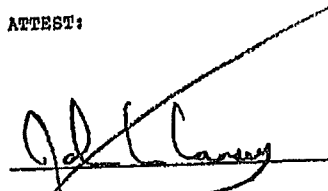
Section 13. Amendment Authority. Anything set forth in Section 2 of this Article to the contrary notwithstanding, the Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented. However, this unilateral right, power and authority of the Declarant, may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the Property or any part thereof or any Lots thereon, for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Administration or any successor agencies approve the Property or any parts thereof or any Lots thereon for federally approved mortgage financing purposes, any further amendments to the Declaration made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval.

Section 14. Captions and Genders. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

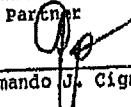
Section 15. Trustees and Bank. The Trustees and Bank join herein for the sole purpose of consenting to, and subordinating the Deed of Trust and Deed of Trust Note to the legal operation and effect of this Declaration, reserving, however, the lien and effect of such mortgage on the property described therein, including the easements, reservations, rights and benefits reserved and retained by the Declarant.

IN WITNESS WHEREOF, the said Declarant and the Bank have caused these presents to be executed in their respective names, on the day and year first above written.

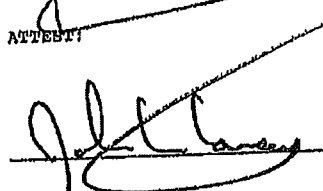
ATTEST:



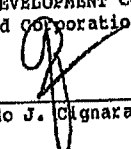
DECLARANT:
CHAPEL ASSOCIATES LIMITED PARTNERSHIP
A Maryland Limited Partnership
BY: THANNER DEVELOPMENT CORPORATION,
General Partner

By: 
Armando J. Cignarale, President

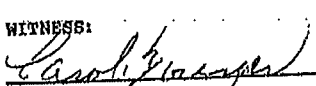
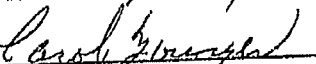
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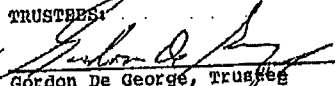
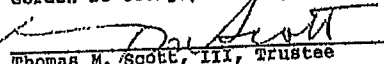


DEVELOPER:
THANNER DEVELOPMENT CORPORATION
A Maryland Corporation

By: 
Armando J. Cignarale, President

WITNESS:

TRUSTEES:
 (SEAL)
Gordon De George, Trustee
 (SEAL)
Thomas M. Scott, III, Trustee

ATTEST:

Pamela J Shipp

BANK:
SIGNED BANK:

By: W. Neil Zurowski
W. Neil Zurowski
Vice President

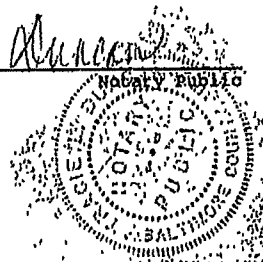
STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 18TH day of November, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared ARMANDO J. CIGNARALE, who acknowledged himself to be the President of THANNER DEVELOPMENT CORPORATION, General Partner of CHAPEL ASSOCIATES LIMITED PARTNERSHIP, a Maryland Limited Partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Declaration, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Janice L. Muncie
Notary Public

My Commission expires:
July 1, 1990



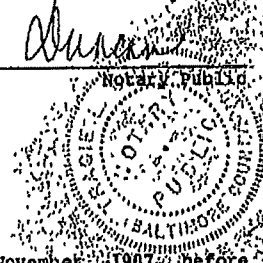
STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 18TH day of November, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared ARMANDO J. CIGNARALE, who acknowledged himself to be the President of THANNER DEVELOPMENT CORPORATION, a Maryland corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Declaration, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Janice L. Muncie
Notary Public

My Commission expires:
July 1, 1990



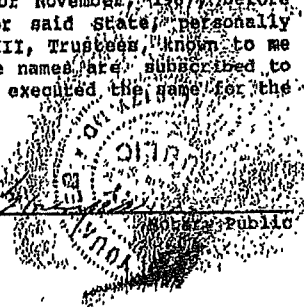
STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 2nd day of November, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared GORDON De GEORGE and THOMAS M. SCOTT, III, Trustees, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within Declaration, and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Carol [Signature]
Notary Public

My Commission expires:
July 1, 1990



LIBER 7 7 3 4 PAGE 2 6 1

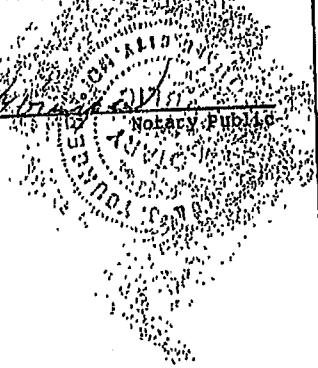
STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 3rd day of November, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared W. NEIL ZUROWSKI, who acknowledged himself to be the Vice President of SIGNET BANK, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within declaration, and acknowledged that he executed the same for the purposes therein contained as the duly authorized officer of said Bank.

AS WITNESS my hand and Notarial Seal,

Carol [Signature]
Notary Public

My Commission expires:
July 1, 1990



11/13/87:0669J

DAVE McCUNE WALKER, INC.

LIBCR7734 PAGE 282

TOWSON, MARYLAND
Towson, Maryland 21204
Telephone: 301-296-3333

Land Planning Consultants
Landscape Architects
Engineers & Surveyors

Description

5.414 Acre Parcel, Portion Of Chapel Associates Limited Partnership Property, North Side Of Jenifer Road, Southeast Of Padonia Road, Eighth Election District, Baltimore County, Maryland.

Beginning for the same at a stone marked "TS" found at the end of the first or South 29 degrees 07 minutes 50 seconds East 318.19 foot line of that land which by deed dated November 10, 1978 and recorded among the Land Records of Baltimore County in Liber E.H.K., Jr. 5957, Folio 693 was granted and conveyed by Talbot T. Speer and Jane Turner Speer, his wife, to Chapel Associates, thence leaving said stone and running and binding on the second, third, fourth and part of the fifth lines of the aforesaid deed referring all courses of this description to the Grid Meridian as established in the Baltimore County Metropolitan District the four following courses and distances, viz: (1) South 17 degrees 11 minutes 58 seconds West passing over a stone marked "TS" found at 17.99 feet from the end of the line now being described in all 626.76 feet to a point in or near the centerline of Jenifer Road as now laid out and existing, thence running and binding in the center of Jenifer Road, (2) North 57 degrees 12 minutes 09 seconds West 244.45 feet to a point, thence (3) North 56 degrees 46 minutes 02 seconds West 100.03 feet to a point, and thence (4) North 56 degrees 39 minutes 49 seconds West 28.96 feet to a point, thence leaving the center of Jenifer Road and the aforesaid fifth line and running for lines of division through the land described in the aforesaid deed of which the parcel now being described

is a part, the six (6) following courses and distances, viz: (5) North 32 degrees 46 minutes 05 seconds East 223.76 feet to a point, thence (6) North 44 degrees 06 minutes 35 seconds West 85.36 feet to a point, thence (7) North 06 degrees 03 minutes 37 seconds West 115.42 feet to a point, thence (8) North 25 degrees 50 minutes 00 seconds East 166.00 feet to a point, thence (9) North 70 degrees 18 minutes 57 seconds East 100.89 feet to a point, and thence (10) South 81 degrees 55 minutes 00 seconds East 216.30 feet to intersect the aforesaid first line of the aforesaid deed, thence running and binding on a part of said first line, (11) South 29 degrees 05 minutes 52 seconds East 139.18 feet to the point of beginning.

Containing 5.414 acres of land, more or less, according to a survey made by Daft-McCune-Walker, Inc. in December, 1986.

Subject to that portion of Jenifer Road as now maintained for public use.

Subject also to the rights of Consolidated Gas Electric Light and Power Company of Baltimore as described in an agreement from Talbot T. Speer, et al, dated January 17, 1947 and recorded among the Land Records of Baltimore County, Maryland in Liber J.W.B. 1567, Folio 467.

Subject also to the rights of Consolidated Gas Electric Light and Power Company of Baltimore as described in an agreement from Talbot T. Speer, et al, dated June 28, 1948 and recorded among the Land Records of Baltimore County, Maryland in Liber T.B.S. 1691, Folio 38.

LIBER 7734 PAGE 284

Being the same land which by deed dated November 10, 1978 and recorded among the Land Records of Baltimore County, Maryland in Liber E.H.K., Jr. 5957, Folio 693 was granted and conveyed by Talbot T. Speer and Jane Turner Speer, his wife, to Chapel Associates.



March 10, 1987

Our File No. 86064 (3D: 186064.3)

Page 3 of 3

CAIT McCUNE-WALKER, INC.

LIBER 7734 PAGE 285

Towson, Maryland 21204
Telephone: 301-286-3333

Land Planning Consultants
Landscape Architects
Engineers & Surveyors

Description

93.790 Acre Parcel, Property Of Chapel Associates, South Side Of Padonia Road And East Of Jenifer Road, Eighth Election District, Baltimore County, Maryland.

Beginning for the same at a stone marked "TS" found at the beginning of that land (the land herein described being the same land) which by deed dated November 10, 1978 and recorded among the Land Records of Baltimore County, Maryland in Liber E.H.K., Jr. 5957, Folio 693 was granted and conveyed by Talbot T. Speer and Jane Turner Speer, his wife, to Chapel Associates, said stone also being at the end of the third or North 29 degrees 07 minutes 50 seconds West 318.19 foot line of that land which by deed dated October 5, 1976 and recorded among the Land Records aforesaid in Liber E.H.K., Jr. 5683, Folio 108 was granted and conveyed by James Kealty, Jr., et al, trading as Mays Chapel Village to Galway, Inc., thence leaving said point of beginning and for the sixteen (16) following courses and distances binding on the first through fifteenth and a part of the sixteenth lines of the aforementioned deed to Chapel Associates and, for the two (2) following courses and distances binding reversely on the third through first lines, inclusive, of the aforementioned deed to Galway, Inc., with all courses in this description referring to the meridian established by the Baltimore County Metropolitan District, the two following courses and distances, viz:

(1) South 29 degrees 05 minutes 52 seconds East 318.27 feet to a stone marked "TS" found, thence (2) South 17 degrees 11 minutes 58 seconds West 626.76 feet to a point in or near the centerline of Jenifer Road as now

Page 1 of 8

EXHIBIT B

laid out and existing, thence leaving the outlines of the Galway parcel and running and binding in the center of Jenifer Road the nine (9) following courses and distances, viz: (3) North 57 degrees 12 minutes 09 seconds West 244.45 feet, thence (4) North 56 degrees 46 minutes 02 seconds West 100.03 feet, thence (5) North 56 degrees 39 minutes 49 seconds West 254.67 feet, thence (6) North 55 degrees 00 minutes 56 seconds West 99.96 feet, thence (7) North 51 degrees 34 minutes 46 seconds West 50.05 feet, thence (8) North 47 degrees 22 minutes 33 seconds West 50.01 feet, thence (9) North 42 degrees 02 minutes 31 seconds West 51.01 feet, thence (10) North 37 degrees 58 minutes 44 seconds West 48.97 feet, thence (11) North 33 degrees 26 minutes 45 seconds West 541.89 feet to the southwestern corner of the firstly described parcel of the land which by deed dated October 15, 1981 and recorded among the Land Records aforesaid in Liber E.H.K., Jr. 6388, Folio 167 was granted and conveyed by the Trustees of the Baltimore Conference of the United Methodist Church, Inc. to United Methodist Missionary and Church Extension Society of the Annapolis and Baltimore Districts, Inc., thence leaving the center of Jenifer Road and running and binding on the southern and eastern outlines of said parcel the two (2) following courses and distances, viz: (12) North 62 degrees 41 minutes 33 seconds East 92.05 feet to a fence corner there situate, thence binding along said fence and a prolongation thereof, (13) North 31 degrees 20 minutes 38 seconds West 161.58 feet to a point on the south

side of Mays Chapel Road and to intersect the fourth or North 71-1/2 degrees East 12.8 perch line of the secondly described parcel in the aforementioned deed to United Methodist Missionary and Church Extension Society of the Annapolis and Baltimore Districts, Inc., thence leaving said firstly described parcel and running and binding along the south side of Mays Chapel Road and in part binding on said fourth line of said second parcel and in part reversely on the eighth or South 73 degrees 13 minutes West 50.00 foot line of the land which by deed dated December 26, 1963 and recorded among the Land Records aforesaid in Liber R.R.G. 4248, Folio 103 was granted and conveyed by Talbot T. Speer and Jane Turner Speer to Methodist Missionary and Church Extension Society of the Baltimore Districts, (14) North 64 degrees 56 minutes 30 seconds East 174.63 feet, thence crossing Mays Chapel Road and running and binding reversely on the seventh and a part of the sixth lines of the lastly abovementioned conveyance, the two following courses and distances, viz: (15) North 30 degrees 23 minutes 30 seconds West 999.65 feet to a concrete monument found, passing over an iron pin found at the end of 213.21 feet, thence (16) South 52 degrees 46 minutes 30 seconds West 303.77 feet to intersect the second or curve to the left with a radius of 1,322.53 feet for a distance of 535.03 foot line of the parcel of land known as Jenifer Road which by deed dated November 14, 1935 and recorded among the Land Records aforesaid in Liber C.W.B., Jr. 971, Folio 215 was granted and conveyed by Cassandra Lee Arnold and Carrington G. Arnold,

her husband, to the County Commissioners of Baltimore County, said point being distant 121.68 feet measured northwesterly along said curve from the beginning thereof, thence leaving the outlines of the deed from Speer, et ux, to Methodist Missionary and Church Extension Society of the Baltimore Districts, and also leaving the outlines of the firstly abovementioned deed from Speer, et ux, to Chapel Associates, and running and binding on the remainder of said second line of Arnold to the County Commissioners of Baltimore County and thence on part of the third line thereof, the two following courses and distances, viz: (17) northwesterly by a curve to the left with a radius of 1,322.53 feet for an arc distance of 413.35 feet (the arc of said curve being subtended by a long chord bearing North 46 degrees 49 minutes 17 seconds West 411.67 feet), thence (18) North 55 degrees 46 minutes 30 seconds West 705.40 feet to a point in Padonia Road and to intersect the twenty-first or North 85 degrees 56 minutes 28 seconds East 63.25 foot line of the firstly abovementioned deed from Speer, et ux, to Chapel Associates at a point 28.93 feet measured easterly along said line from the beginning thereof and running thence running and binding in or near the center of Padonia Road and binding on the remainder of said twenty-first line and on the twenty-second through sixtieth and a part of the sixty-first line thereof, the forty-one following courses and distances, viz: (19) North 85 degrees 58 minutes 28 seconds East 34.32 feet, thence (20) North 76 degrees 38 minutes 01 second East 147.78 feet, thence (21) North 76

degrees 28 minutes 20 seconds East 483.65 feet, thence (22) North 79
degrees 34 minutes 50 seconds East 50.00 feet, thence (23) North 84
degrees 47 minutes 40 seconds East 50.00 feet, thence (24) South 86
degrees 16 minutes 10 seconds East 100.00 feet, thence (25) South 82
degrees 33 minutes 20 seconds East 250.00 feet, thence (26) South 80
degrees 08 minutes 20 seconds East 50.00 feet, thence (27) South 70
degrees 51 minutes 40 seconds East 50.00 feet, thence (28) South 60
degrees 07 minutes 20 seconds East 50.00 feet, thence (29) South 51
degrees 00 minutes 40 seconds East 50.00 feet, thence (30) South 49
degrees 14 minutes 50 seconds East 108.00 feet, thence (31) South 52
degrees 50 minutes 40 seconds East 50.00 feet, thence (32) South 60
degrees 36 minutes 10 seconds East 50.00 feet, thence (33) South 68
degrees 09 minutes 20 seconds East 50.00 feet, thence (34) South 71
degrees 17 minutes 30 seconds East 95.00 feet, thence (35) South 69
degrees 44 minutes 40 seconds East 130.00 feet, thence (36) South 78
degrees 13 minutes 00 seconds East 50.00 feet, thence (37) South 85
degrees 40 minutes 20 seconds East 50.00 feet, thence (38) South 88
degrees 26 minutes 10 seconds East 100.00 feet, thence (39) South 80
degrees 34 minutes 40 seconds East 148.00 feet, thence (40) South 86
degrees 40 minutes 40 seconds East 100.00 feet, thence (41) South 80
degrees 35 minutes 40 seconds East 50.00 feet, thence (42) South 73
degrees 01 minute 30 seconds East 50.00 feet, thence (43) South 68
degrees 24 minutes 00 seconds East 170.00 feet, thence (44) South 70

degrees 18 minutes 10 seconds East 105.00 feet, thence (45) South 72
degrees 00 minutes 50 seconds East 50.00 feet, thence (46) South 82
degrees 31 minutes 20 seconds East 50.00 feet, thence (47) North 86
degrees 13 minutes 40 seconds East 50.00 feet, thence (48) North 79
degrees 02 minutes 50 seconds East 50.00 feet, thence (49) North 76
degrees 47 minutes 40 seconds East 100.00 feet, thence (50) North 80
degrees 23 minutes 30 seconds East 50.00 feet, thence (51) North 85
degrees 13 minutes 30 seconds East 50.00 feet, thence (52) South 88
degrees 42 minutes 20 seconds East 50.00 feet, thence (53) South 81
degrees 09 minutes 00 seconds East 50.00 feet, thence (54) South 75
degrees 42 minutes 30 seconds East 50.00 feet, thence (55) South 72
degrees 50 minutes 30 seconds East 50.00 feet, thence (56) South 70
degrees 11 minutes 50 seconds East 100.00 feet, thence (57) South 75
degrees 23 minutes 00 seconds East 50.00 feet, thence (58) South 76
degrees 23 minutes 30 seconds East 50.00 feet, thence (59) South 82
degrees 10 minutes 20 seconds East 43.87 feet to the beginning of the
fourth or South 07 degrees 32 minutes East 578.21 foot line of that land
which was granted and conveyed by Frank J. Schmieder and Ann L.
Schmieder, his wife, to Lawrence B. Holmes and Joyce D. Holmes, his wife,
by deed dated August 1, 1986 and recorded among the Land Records
aforesaid in Liber E.H.K., Jr. 7274, Folio 372, thence leaving the center
of Padonia Road aforesaid and running and binding on the fourth and fifth

lines of said deed from Schmieder and also binding on the sixty-second and sixty-third lines of the firstly abovementioned deed from Speer, et ux, the two following courses and distances, viz: (60) South 15 degrees 52 minutes 35 seconds East 575.44 feet to a concrete monument found, thence (61) South 81 degrees 00 minutes 35 seconds East 248.80 feet (passing over a concrete monument found at the end of 248.44 feet) to intersect the sixth or North 15 degrees 48 minutes 20 seconds West 804.47 foot line of the abovementioned deed to Galway, Inc. at a point distant 231.28 feet measured northerly along said line from the beginning thereof, thence leaving said parcel conveyed by Frank J. Schmieder and running and binding reversely on a part of said sixth line and the fifth and fourth lines of said deed, and also on the sixty-fourth, sixty-fifth and sixty-sixth lines of the firstly abovementioned deed from Speer, et ux, the three following courses and distances, viz: (62) South 15 degrees 48 minutes 20 seconds East 231.28 feet to a stone found marked "TS", thence (63) South 69 degrees 03 minutes 40 seconds West 362.57 feet to a stone found under a large oak tree, thence (64) South 69 degrees 06 minutes 31 seconds West 982.22 feet to the point of beginning.

Containing 93.790 acres of land, more or less.

Subject to those portions of Padonia Road, Jenifer Road and Mays Chapel Road as now maintained for public use.

Subject also to the rights of Consolidated Gas Electric Light and Power Company of Baltimore as described in an agreement from Talbot T.

Speer dated November 5, 1936 and recorded among the Land Records of Baltimore County, Maryland in Liber C.W.B., Jr. 985, Folio 394.

Subject also to the rights of Consolidated Gas Electric Light and Power Company of Baltimore as described in an agreement from Talbot T. Speer, et al, dated January 17, 1947 and recorded among the Land Records of Baltimore County, Maryland in Liber J.W.B. 1567, Folio 467.

Subject also to the rights of Consolidated Gas Electric Light and Power Company of Baltimore as described in an agreement from Talbot T. Speer, et al, dated June 28, 1948 and recorded among the Land Records of Baltimore County, Maryland in Liber T.B.S. 1691, Folio 38.

Being the same land which by deed dated November 10, 1978 and recorded among the Land Records of Baltimore County, Maryland in Liber E.H.K., Jr. 5957, Folio 693 was granted and conveyed by Talbot T. Speer and Jane Turner Speer, his wife, to Chapel Associates.



December 9, 1986

Our File No. 86064 (1B: L86064.1)

DAVE McCUNE-WALKER, INC

1991 Falls, Emma A. Hill,
Towson, Maryland 21204
Telephone: 301-296-3333
Land Planning Consultants
Landscape Architects
Engineers & Surveyors

Description

88.376 Acre Parcel, Portion Of Chapel Associates Limited Partnership
Property, South Side Of Padonia Road And East Of Jenifer Road, Eighth
Election District, Baltimore County, Maryland.

Beginning for the same at a stone marked "TS" found at the beginning
of that land (the land herein described being the same land) which by
deed dated November 10, 1978 and recorded among the Land Records of
Baltimore County, Maryland in Liber E.H.K., Jr. 5957, Folio 693 was
granted and conveyed by Talbot T. Speer and Jane Turner Speer, his wife,
to Chapel Associates, said stone, also being at the end of the third or
North 29 degrees 07 minutes 50 seconds West 318.19 foot line of that land
which by deed dated October 5, 1976 and recorded among the Land Records
aforesaid in Liber E.H.K., Jr. 5683, Folio 108 was granted and conveyed
by James Keelty, Jr., et al, trading as Mays Chapel Village to Galway,
Inc., thence leaving said point of beginning and binding on part of the
first line of the aforementioned deed to Chapel Associates and, binding
reversely on part of the third line of the aforementioned deed to Galway,
Inc., with all courses in this description referring to the meridian
established by the Baltimore County Metropolitan District, (1) South 29
degrees 05 minutes 52 seconds East 179.09 feet to a point, thence leaving
said line and running for lines of division through the land described in
the aforementioned deed to Chapel Associates the six (6) following
courses and distances, viz: (2) North 81 degrees 55 minutes 00 seconds
West 216.30 feet to a point, thence (3) South 70 degrees 18 minutes 57
seconds West 100.89 feet to a point, thence (4) South 25 degrees 50

minutes 00 seconds West 166.00 feet to a point, thence (5) South 06 degrees 03 minutes 37 seconds East 115.42 feet to a point, thence (6) South 44 degrees 06 minutes 35 seconds East 85.36 feet to a point, and thence (7) South 32 degrees 46 minutes 05 seconds West 223.76 feet to a point in or near the centerline of Jenifer Road as now laid out and existing, said point being on the fifth or North 56 degrees 41 minutes 47 seconds West 254.67 foot line of the aforementioned deed to Chapel Associates, thence leaving said point and running and binding on part of said fifth line and on the sixth through the eleventh lines of said deed to Chapel Associates and running and binding in the center of Jenifer Road the seven (7)-following courses and distances, viz: (8) North 56 degrees 39 minutes 49 seconds West 225.71 feet, thence (9) North 55 degrees 00 minutes 56 seconds West 99.96 feet, thence (10) North 51 degrees 34 minutes 46 seconds West 50.05 feet, thence (11) North 47 degrees 22 minutes 33 seconds West 50.01 feet, thence (12) North 42 degrees 02 minutes 31 seconds West 51.01 feet, thence (13) North 37 degrees 58 minutes 44 seconds West 48.97 feet, thence (14) North 33 degrees 26 minutes 45 seconds West 541.89 feet to the southwestern corner of the firstly described parcel of the land which by deed dated October 15, 1981 and recorded among the Land Records aforesaid in Liber E.H.K., Jr. 6388, Folio 167 was granted and conveyed by the Trustees of the Baltimore Conference of the United Methodist Church, Inc. to United Methodist Missionary and Church Extension Society of the Annapolis and

Baltimore Districts, Inc., thence leaving the center of Jenifer Road and running and binding on the southern and eastern outlines of said parcel the two (2) following courses and distances, viz: (15) North 62 degrees 41 minutes 33 seconds East 92.05 feet to a fence corner there situate, thence binding along said fence and a prolongation thereof, (16) North 31 degrees 20 minutes 38 seconds West 161.58 feet to a point on the south side of Mays Chapel Road and to intersect the fourth or North 71-1/2 degrees East 12.8 perch line of the secondly described parcel in the aforementioned deed to United Methodist Missionary and Church Extension Society of the Annapolis and Baltimore Districts, Inc., thence leaving said firstly described parcel and running and binding along the south side of Mays Chapel Road and in part binding on said fourth line of said second parcel and in part reversely on the eighth or South 73 degrees 13 minutes West 50.00 foot line of the land which by deed dated December 26, 1963 and recorded among the Land Records aforesaid in Liber R.R.C. 4248, Folio 103 was granted and conveyed by Talbot T. Speer and Jane Turner Speer to Methodist Missionary and Church Extension Society of the Baltimore Districts, (17) North 64 degrees 56 minutes 30 seconds East 174.63 feet, thence crossing Mays Chapel Road and running and binding reversely on the seventh and a part of the sixth lines of the lastly shovementioned conveyance, the two following courses and distances, viz: (18) North 30 degrees 23 minutes 30 seconds West 999.65 feet to a concrete monument found, passing over an iron pin found at the end of

213.21 feet, thence (19) South 52 degrees 46 minutes 30 seconds West 303.77 feet to intersect the second or curve to the left with a radius of 1,322.53 feet for a distance of 535.03 foot line of the parcel of land known as Jenifer Road which by deed dated November 14, 1935 and recorded among the Land Records aforesaid in Liber C.W.B., Jr. 971, Folio 215 was granted and conveyed by Cassandra Lee Arnold and Garrington G. Arnold, her husband, to the County Commissioners of Baltimore County, said point being distant 121.68 feet measured northwesterly along said curve from the beginning thereof, thence leaving the outlines of the deed from Speer, et ux, to Methodist Missionary and Church Extension Society of the Baltimore Districts, and also leaving the outlines of the firstly abovementioned deed from Speer, et ux, to Chapel Associates, and running and binding on the remainder of said second line of Arnold to the County Commissioners of Baltimore County and thence on part of the third line thereof, the two following courses and distances, viz: (20) northwesterly by a curve to the left with a radius of 1,322.53 feet for an arc distance of 413.35 feet (the arc of said curve being subtended by a long chord bearing North 46 degrees 49 minutes 17 seconds West 411.67 feet), thence (21) North 55 degrees 46 minutes 30 seconds West 705.40 feet to a point in Padonia Road and to intersect the twenty-first or North 85 degrees 56 minutes 28 seconds East 63.25 foot line of the firstly abovementioned deed from Speer, et ux, to Chapel Associates at a point 28.93 feet measured easterly along said line from the beginning

thereof and running thence running and binding in or near the center of Padonia Road and binding on the remainder of said twenty-first line and on the twenty-second through sixtieth and a part of the sixty-first line thereof, the forty-one following courses and distances, viz: (22) North 85 degrees 58 minutes 28 seconds East 34.32 feet, thence (23) North 76 degrees 38 minutes 01 second East 147.78 feet, thence (24) North 76 degrees 28 minutes 20 seconds East 483.65 feet, thence (25) North 79 degrees 34 minutes 50 seconds East 50.00 feet, thence (26) North 84 degrees 47 minutes 40 seconds East 50.00 feet, thence (27) South 86 degrees 16 minutes 10 seconds East 100.00 feet, thence (28) South 82 degrees 33 minutes 20 seconds East 250.00 feet, thence (29) South 80 degrees 08 minutes 20 seconds East 50.00 feet, thence (30) South 70 degrees 51 minutes 40 seconds East 50.00 feet, thence (31) South 60 degrees 07 minutes 20 seconds East 50.00 feet, thence (32) South 51 degrees 00 minutes 40 seconds East 50.00 feet, thence (33) South 49 degrees 14 minutes 50 seconds East 108.00 feet, thence (34) South 52 degrees 50 minutes 40 seconds East 50.00 feet, thence (35) South 60 degrees 36 minutes 10 seconds East 50.00 feet, thence (36) South 68 degrees 09 minutes 20 seconds East 50.00 feet, thence (37) South 71 degrees 17 minutes 30 seconds East 95.00 feet, thence (38) South 69 degrees 44 minutes 40 seconds East 130.00 feet, thence (39) South 78 degrees 13 minutes 00 seconds East 50.00 feet, thence (40) South 85 degrees 40 minutes 20 seconds East 50.00 feet, thence (41) South 88

degrees 26 minutes 10 seconds East 100.00 feet, thence (42) South 80
degrees 34 minutes 40 seconds East 148.00 feet, thence (43) South 86
degrees 40 minutes 40 seconds East 100.00 feet, thence (44) South 80
degrees 35 minutes 40 seconds East 50.00 feet, thence (45) South 73
degrees 01 minute 30 seconds East 50.00 feet, thence (46) South 68
degrees 24 minutes 00 seconds East 170.00 feet, thence (47) South 70
degrees 18 minutes 10 seconds East 105.00 feet, thence (48) South 72
degrees 00 minutes 50 seconds East 50.00 feet, thence (49) South 82
degrees 31 minutes 20 seconds East 50.00 feet, thence (50) North 86
degrees 13 minutes 40 seconds East 50.00 feet, thence (51) North 79
degrees 02 minutes 50 seconds East 50.00 feet, thence (52) North 76
degrees 47 minutes 40 seconds East 100.00 feet, thence (53) North 80
degrees 23 minutes 30 seconds East 50.00 feet, thence (54) North 85
degrees 13 minutes 30 seconds East 50.00 feet, thence (55) South 88
degrees 42 minutes 20 seconds East 50.00 feet, thence (56) South 81
degrees 09 minutes 00 seconds East 50.00 feet, thence (57) South 75
degrees 42 minutes 30 seconds East 50.00 feet, thence (58) South 72
degrees 50 minutes 30 seconds East 50.00 feet, thence (59) South 70
degrees 11 minutes 50 seconds East 100.00 feet, thence (60) South 75
degrees 23 minutes 00 seconds East 50.00 feet, thence (61) South 76
degrees 23 minutes 30 seconds East 50.00 feet, thence (62) South 82
degrees 10 minutes 20 seconds East 43.87 feet to the beginning of the
fourth or South 07 degrees 32 minutes East 578.21 foot line of that land

which was granted and conveyed by Frank J. Schmieder and Ann L. Schmieder, his wife, to Lawrence B. Holmes and Joyce D. Holmes, his wife, by deed dated August 1, 1986 and recorded among the Land Records aforesaid in Liber E.H.K., Jr. 7274, Folio 372, thence leaving the center of Padonia Road aforesaid and running and binding on the fourth and fifth lines of said deed from Schmieder and also binding on the sixty-second and sixty-third lines of the firstly abovementioned deed from Speer, et ux, the two following courses and distances, viz: (63) South 15 degrees 52 minutes 35 seconds East 575.44 feet to a concrete monument found, thence (64) South 81 degrees 00 minutes 35 seconds East 248.80 feet (passing over a concrete monument found at the end of 248.44 feet) to intersect the sixth or North 15 degrees 48 minutes 20 seconds West 804.47 foot line of the abovementioned deed to Galway, Inc. at a point distant 231.28 feet measured northerly along said line from the beginning thereof, thence leaving said parcel conveyed by Frank J. Schmieder and running and binding reversely on a part of said sixth line and the fifth and fourth lines of said deed, and also on the sixty-fourth, sixty-fifth and sixty-sixth lines of the firstly abovementioned deed from Speer, et ux, the three following courses and distances, viz: (65) South 15 degrees 48 minutes 20 seconds East 231.28 feet to a stone found marked "TS", thence (66) South 69 degrees 03 minutes 40 seconds West 362.57 feet to a stone found under a large oak tree, thence (67) South 69 degrees 06 minutes 31 seconds West 982.22 feet to the point of beginning.

Containing 88.376 acres of land, more or less.

Subject to those portions of Padonia Road, Jenifer Road and Mays Chapel Road as now maintained for public use.

Subject also to the rights of Consolidated Gas Electric Light and Power Company of Baltimore as described in an agreement from Talbot T. Speer dated November 5, 1936 and recorded among the Land Records of Baltimore County, Maryland in Liber C.W.B., Jr. 985, Folio 394.

Subject also to the rights of Consolidated Gas Electric Light and Power Company of Baltimore as described in an agreement from Talbot T. Speer, et al, dated January 17, 1947 and recorded among the Land Records of Baltimore County, Maryland in Liber J.W.B. 1567, Folio 467.

Subject also to the rights of Consolidated Gas Electric Light and Power Company of Baltimore as described in an agreement from Talbot T. Speer, et al, dated June 28, 1948 and recorded among the Land Records of Baltimore County, Maryland in Liber T.B.S. 1691, Folio 38.

Being the same land which by deed dated November 10, 1978 and recorded among the Land Records of Baltimore County, Maryland in Liber E.H.K., Jr. 5957, Folio 693 was granted and conveyed by Talbot T. Speer and Jane Turner Speer, his wife, to Chapel Associates.



March 11, 1987

Our File No. 86064 (3D: 186064.2)

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PLEASE RETURN TO:
BAY STATE TITLE COMPANY
1 EAST REDWOOD STREET
SUITE 401
BALTIMORE, MD. 21202
301 - 539-5878

CHAPEL GATE HOMEOWNERS' ASSOCIATION, INC.

CONFIRMATORY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS CONFIRMATORY DECLARATION, made this 24 day of November, 1987, by CHAPEL ASSOCIATES LIMITED PARTNERSHIP, a Maryland Limited Partnership, (hereinafter referred to as "Declarant"), THANNER DEVELOPMENT CORPORATION, a Maryland Corporation (formerly referred as "Declarant" and referred to as "Developer" in this Confirmatory Declaration of Covenants, Conditions and Restrictions), Gordon DeGeorge and Thomas M. Scott, III, Trustees (hereinafter referred to as the "Trustees"), and SIGNET BANK, formerly known as UNION TRUST COMPANY OF MARYLAND (hereinafter referred to as the "Bank").

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property described in Article II hereof and desires to create and develop thereon a residential community with permanent common areas for the benefit of said community; and

WHEREAS, the Trustees are the trustees of a Deed of Trust (the "Deed of Trust") on the property from the Declarant dated December 15, 1986 and recorded among the Land Records of Baltimore County in Liber S.M. No. 7358, folio 500. The Bank is the holder of a Deed of Trust Note securing said Deed of Trust. The Trustees and Bank are joining in this Declaration for the sole purposes set forth in Article XIII, Section 15 hereof; and

WHEREAS, the Declarant hereby declares that the property shall be held, sold and conveyed subject to the covenants, conditions and restrictions set forth below; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common areas; and to this end, desires to subject the real property described in Article II hereof to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of said property and the subsequent owners thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an association to which should be delegated and assigned the powers and duties of maintaining and administering the common areas, administering and enforcing the within covenants and restrictions, and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Declarant has formed Chapel Gate Homeowners' Association, Inc. as a non-profit corporation without capital stock under the Laws of the State of Maryland for the purposes of carrying out the powers and duties aforesaid; and

WHEREAS, the Declarant has previously recorded a Declaration of Covenants, Conditions and Restrictions dated April 15, 1987 and recorded among the Land Records of Baltimore County in Liber S.M. No. 7507 & ~~FOI~~ ~~to~~ ~~943.00~~ and

WHEREAS, the name of Thanner Development Corporation was erroneously referred to as Declarant rather than Developer; and

WHEREAS, the name of Chapel Associates Limited Partnership, a Maryland Limited Partnership, was omitted as Declarant; and

WHEREAS, the parties to this Confirmatory Declaration of Covenants, Conditions and Restrictions hereby desire to file the same for the purpose

RECEIVED TRANSFER TAX
AGRICULTURAL TRANSFER TAX
NOT APPLICABLE
SIGNATURE Ray DATE 11/23/87

RECEIVED TRANSFER
State Department of
Assessments & Taxation
for Baltimore County
Ray 11/23/87

TRANSFER TAX NOT REQUIRED
Director of Finance
BALTIMORE COUNTY, MARYLAND
Per [Signature]
Approved Signature
Date 11-23-87 Sect. 11-85

DECLAR
OR CLERK 173.00
#29617 0002 002 71417
11/23/87

173

of inserting the name "CHAPEL ASSOCIATES LIMITED PARTNERSHIP" as Declarant, and changing the designation of Thanner Development Corporation from Declarant to Developer.

NOW, THEREFORE, the Declarant hereby declares that the real property described in Article II hereof is and shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter sometimes referred to as "Covenants and Restrictions") hereinafter set forth, all of which are declared and agreed to be in aid of a plan for improvement of said property, and shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and any person acquiring or owning an interest in said property and improvements, including, without limitation, any person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation:

ARTICLE I

Section 1 Definitions. The following words, when used in this Declaration, shall have the following meanings:

(a) "Association" shall mean and refer to Chapel Gate Homeowners' Association, Inc., and its successors and assigns.

(b) The "Property" shall mean and refer to all real property described in Article II hereof and such additions thereto as may hereafter be made pursuant to the provisions of Article II.

(c) "Lot" shall mean and refer to all subdivided parcels or property on which a residence is proposed to be constructed (exclusive of the common areas and open spaces) which are part of the Property.

(d) "Common Areas" shall mean and refer to all real property and improvements thereon owned or leased by the Association or otherwise available to the Association for the benefit, use and enjoyment of its members, to include without limitation all roads and rights of way for vehicular ingress and egress not dedicated to public use and accepted for maintenance by Baltimore County, Maryland.

(e) "Dwelling" shall mean and refer to any building or portion of a building situated upon the Property and designed and intended for use and occupancy as a residence by a single person or family.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated on the Property, including contract sellers, but excluding those having such interest solely as security for the performance of an obligation.

(g) "Declarant" or "Developer" or "Grantor" shall mean and refer to the and Declarant hereinabove identified in the preamble to this Declaration, and its respective successors and assigns; provided, however, that the rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant shall not inure to the benefit of or burden the successors and assigns of the Declarant, except to the extent that any of the rights, reservations, easements, interests, exemptions, privileges or powers of the Declarant are specifically assigned or transferred to any such successor or assign by instrument in writing.

(h) "Open Spaces" shall mean such portions of the Property (including improvements thereto), and all interests therein (including without limitation, leasehold interests, easements, and any other interests), designated on the Record Plat as "Open Space".

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

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

(j) "Member" shall mean and refer to any person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds any class of membership in the Association.

(k) The "Project" and the "Community", as used in this Declaration, means that certain community being developed by the Declarant in Baltimore County, Maryland known as "CHAPEL GATE".

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

ARTICLE II

Section 1. Property Subject to Declaration. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in Baltimore County, State of Maryland, and is more particularly described in "EXHIBIT A" attached hereto and by this reference made a part hereof.

ARTICLE III

Section 1. Membership. The Association shall have two classes of voting membership, which shall be known as "Class A" and "Class B".

(a) There shall be 42 Class A memberships in the Association. With the exception of the Declarant, every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who is a record owner of a fee interest in any lot which is part of the premises described in Article II of this Declaration, or which otherwise becomes subject by the covenants set forth in this

Declaration to assessment by the Association, shall be a Class A member of the Association; provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity who holds such interest solely as security for the performance of an obligation shall not be a Class A member solely on account of such interest. Each Class A member shall be entitled to one (1) vote for each lot in which such member holds the interest required for Class A membership.

(b) There shall be 1 Class B membership in the Association. The Class B member shall be the Declarant, its nominee or nominees, and shall include every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who shall obtain any Class B membership by specific assignment from the Declarant. Each Class B member shall be entitled to three (3) votes for each lot it holds. Each Class B membership shall lapse and be converted to Class A membership upon the earlier to occur of the following:

- (i) the date on which the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (ii) on January 1, 1993; or
- (iii) upon the surrender of said Class B memberships by the then holder thereof for cancellation on the books of the Association; or
- (iv) at any time the membership of said Class B shall elect to terminate their membership.

ARTICLE IV

Section 1. Member's Right of Enjoyment. Every member shall have a non-exclusive right and easement of enjoyment, in common with others, in and to the common and open areas and community facilities, and such non-exclusive right and easement shall be appurtenant to and shall pass with the fee title to every lot subject to the following:

(a) the right of the Association, in accordance with its Articles of Incorporation and By-Laws, and with the consent of four-fifths (4/5) of each class of the then members of the Association, voting separately, to borrow money for the purpose of improving the common and open areas and community facilities in a manner designed to promote the enjoyment and welfare of the members, and in aid thereof to mortgage any of the common and open areas and community facilities; and

(b) the right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosures; provided, however, that the same are in conformity with the other provisions of this Declaration; and

(c) the right of the Association to adopt reasonable rules respecting use of the common and open areas to reasonably limit the number of guests of members to the use of any facilities which are developed upon the Property; and

(d) the right of the Association to suspend the voting rights and the rights to use of the common and open areas for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of any of the published rules and regulations of the Association; and

(e) the right of the Association to dedicate or transfer all or any part of the common and open areas to any public or municipal agency,

authority or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the members; provided, however, that no such dedication or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless four-fifths (4/5) of each class of the then members of the Association consent to such dedication, transfer, purpose and conditions, at any special meeting of the members duly called for such purpose; and

(f) the right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Declarant or any other person; provided, however, that no such license, rights-of-way or easements shall be unreasonably and permanently inconsistent with the rights of the members to the use and enjoyment of the common areas.

Section 2. Delegation of Right of Use. Any member of the Association may delegate his rights to the use and enjoyment of the common and open areas to the members of his family who reside permanently with him and to his tenants, contract-purchasers, invitees and guests, all subject to such reasonable rules and regulations which the Association may adopt and uniformly apply and enforce.

Section 3. Limitations.

(a) Any other provision of this Declaration to the contrary notwithstanding, the Association shall have no right to suspend the right of any member of the Association to use any private streets and roadways upon the common and open areas for both vehicular and pedestrian ingress and egress to and from his lot.

(b) Any other provision of the Declaration to the contrary notwithstanding, the Association shall have no right to suspend the right of any member of the Association to use the common and open areas for necessary, ordinary and reasonable pedestrian ingress and egress to and from his lot, or to suspend any easement over the common and open areas for stormwater drainage, electrical energy, water, sanitary sewer, natural gas, CATV service, telephone service or similar utilities and services to the lots.

ARTICLE V

Section 1. Annual Maintenance Assessments. Except as assessments of the Declarant are limited by the provisions of Article VI of this Declaration, each person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who becomes a fee owner of a lot within the Property, (i.e., each Class A member of the Association), by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, a monthly sum (hereinafter sometimes referred to as "maintenance assessments") equal to one-twelfth (1/12th) of the member's proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to, the following:

(a) the cost of all operating expenses of the common and open areas and the services furnished to or in connection with the common and open areas, including charges by the Association for any services furnished by it; and

(b) the cost of necessary management and administration of the common and open areas, including fees paid to any Management Agent; and

(c) the amount of all taxes and assessments levied against the common and open areas; and

(d) the cost of liability insurance on the common and open areas and the cost of such other insurance as the Association may effect with respect to the common and open areas; and

(e) the cost of utilities and other services which may be provided by the Association, whether for the common and open areas or for the lot, or both; and

(f) the cost of maintaining, replacing, repairing, and landscaping the common and open areas, including, without limitation, maintenance of any stormwater detention basins or the like located upon the common or open areas and the cost of the maintenance of all pathways upon the Property, together with such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith; and

(g) the cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and a reserve for replacements.

The Board of Directors shall determine the amount of the maintenance assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly, semi-annual or annual basis rather than on the monthly basis hereinabove provided for. Any Class A member may prepay one or more installments of any annual maintenance assessment levied by the Association, without premium or penalty.

The Board of Directors shall prepare, or cause the preparation of any annual operating budget for the Association which shall provide, without limitation, for the management, operation and maintenance of the common and open areas. The Board of Directors of the Association shall make reasonable efforts to fix the amount of the annual maintenance assessment against each lot for each assessment period at least thirty (30) days in advance of the beginning of such period and shall, at that time, prepare a roster of the lots and the annual maintenance assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the annual maintenance assessments shall thereupon be sent to the Class A members. The omission by the Board of Directors, before the expiration of any assessment period, to fix the amount of the annual maintenance assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any Class A member from the obligation to pay the annual maintenance assessment, or any installment thereof, for that or any subsequent assessment period; but the annual maintenance assessment fixed for the preceding period shall continue until a new maintenance assessment is fixed. No Class A member may exempt himself from liability for maintenance assessments by abandonment of any lot belonging to him or by the abandonment of his right to the use and enjoyment of the common and open areas.

This Declaration contemplates that the Association shall have responsibility for maintenance and repair of the common and open areas, and exterior of all units in accordance with Article VII, Section 8. The owner of any lot shall, at his own expense, maintain his dwelling, and any area contained therein, including fenced-in areas, in good order, condition and repair, and in a clean, sightly and sanitary condition at all times.

Section 2. Special Maintenance Assessments. In addition to the regular maintenance assessments authorized by this Article, the Association

may levy in any assessment year a special maintenance assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, extraordinary repair or replacement of a described capital improvement located upon, or forming a part of the common and open areas, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate; provided, however, that such assessment shall have the assent of the members representing a majority of the then Class A members of the Association and two-thirds (2/3) of the then Class B members of the Association. A meeting of the members shall be duly called for this purpose.

Section 3. Reserves for Replacements. The Association may establish and maintain a reserve fund for repairs and replacements of the common and open areas by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited with any banking institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America.

The reserve for replacement of the common and open areas may be expended only for the purpose of affecting the replacement, and for start-up expenses and operating contingencies of a non-recurring nature relating to the common and open areas. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any member in any such reserves shall be considered an appurtenance of his lot and shall not be separately withdrawn, assigned or transferred, or otherwise separated from the lot to which it appertains and shall be deemed to be transferred with such lot.

ARTICLE VI

Section 1. Non-Payment of Assessments. Any assessment levied pursuant to this declaration, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the lot or lots belonging to the member against whom such assessment is levied and shall bind such lot or lots in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the member to pay such assessment shall, in addition, remain his personal obligation for the statutory period, and a suit to recover a money judgment for non-payment of any assessment levied pursuant to this declaration, or any installment thereof, may be maintained without foreclosing or waiving the lien herein created to secure the same.

Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors, bear interest at a rate not to exceed the maximum legal rate permitted from time to time in the State of Maryland, and may, by resolution of the Board of Directors, subject the member obligated to pay the same to the payment of such penalty or "late charge" as the Board may fix, and the Association may bring an action at law against the member personally obligated to pay the same, or foreclose on the lien against the lot or lots then belonging to said member, in the manner now or hereafter provided for the foreclosure of mortgages, deeds of trust or other liens on real property in the State of Maryland containing a power of sale and consent to a decree, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, in either of which events interest, costs and reasonable

attorneys' fees of not less than twenty percent (20%) of the sum claimed shall be added to the amount of each assessment.

To the extent requested in writing so to do by any such mortgages, the Association shall notify the holder of the first mortgage on any lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of thirty (30) days, and in any other case where the owner of such lot is in default with respect to the performance of any other obligation hereunder for a period in excess of sixty (60) days, but any failure to give such notice shall not affect the validity of the lien for any assessment levied pursuant to this Declaration, nor shall any such failure affect any of the priorities established in this Article.

The Board of Directors may post a list of members who are delinquent in the payment of any assessments or other fees which may be due the Association, including any installment thereof, which become delinquent, in any prominent location upon the Property.

Section 2. Assessment Certificates. The Association shall upon demand at any time furnish to any member liable for any assessment levied pursuant to this Declaration (or any other party legitimately interested in the same) a certificate in writing signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed ten Dollars (\$10.00) may be levied in advance by the Association for each certificate so delivered.

Section 3. Acceleration of Installments. Upon default in the payment of any one or more monthly installments of any assessment levied pursuant to this Declaration, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 4. Priority of Lien. The lien established by this Declaration shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

(a) general or special assessments for ad valorem real estate taxes on the lot; and

(b) the liens of any deeds of trust, mortgage instruments or encumbrances duly recorded on the lot prior to the assessment thereon of the maintenance assessments and townhouse maintenance assessments provided for in this Declaration or duly recorded on said lot after receipt of a written statement from the Board of Directors reflecting that payments on account of any such assessments were current as of the date of recordation of said deed of trust, mortgage instrument or encumbrance.

Notwithstanding any other provision of this Declaration to the contrary, the lien of any assessment levied pursuant to this Declaration upon any lot, as in this Article provided, shall be subordinate to the lien of any deed of trust, mortgage or other encumbrance; provided, however, that such subordination shall apply only to assessments and installments thereof, which have become due and payable prior to a sale or transfer of the lot pursuant to a foreclosure of such deed of trust, mortgage or other encumbrance, or any deed, assignment or other proceeding or arrangement in lieu of foreclosure. Any holder of any deed of trust, mortgage or other encumbrance duly recorded on the lot and made in good faith and for value received who comes into possession of the lot pursuant to a foreclosure of such deed of trust, mortgage or other encumbrance, or any deed, assignment or other proceeding or foreclosure sale, shall take the lot free of any claims for unpaid maintenance assessments levied against the lot which accrue prior to the time such holder comes into possession of the

lot or prior to the foreclosure sale, except for claims for a proportionate share of such unpaid maintenance assessments among the lots upon the Property. Such foreclosure, deed, assignment or other proceeding or arrangement in lieu of foreclosure shall not, however, relieve the purchaser at any foreclosure sale from any liability for any maintenance assessments thereafter becoming due, or from the lien herein created to secure the payments of such maintenance assessments, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

No amendment to this Section shall affect the rights of the holder of any first mortgage on any lot (or the indebtedness secured thereby), recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

The Board of Directors may, in its sole and absolute discretion, extend the provisions of this Section to the holder of mortgages (or the indebtedness secured thereby) not otherwise entitled thereto.

Section 5. Additional Default. Any recorded first mortgage secured on a lot on the Property shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby); but failure to include such a provision in any such mortgage shall not affect the validity or priority thereof, and the protection extended to the holder of such mortgage (or the indebtedness secured thereby) by reason of Section 4 of this Article shall not be altered, modified or diminished by reason of such failure.

Section 6. Commencement of Annual Assessments. Except as may be otherwise resolved by the Board of Directors of the Association, the annual maintenance assessment for each Class A membership shall commence on the date a deed for the lot to which such Class A membership is appurtenant is delivered by the Declarant to the member. Except as may be otherwise resolved by the Board of Directors of the Association, the annual maintenance assessment of each Class A membership appurtenant to a lot shall also commence on the date a deed for the lot to which such Class A membership is appurtenant is delivered by the Declarant to the member. The first monthly installment of each such annual assessment shall be made for the balance of the month during which a deed for the lot is delivered to the member and shall become due and payable and a lien on the date a deed for the lot is delivered to the member. Except as hereinelsewhere provided, the monthly installments of each such annual assessment for any lot for any month after the first month shall become due and payable and a lien on the first day of each successive month.

Section 7. Exempt Property. No portion of the common or open areas shall be subject to assessment of any kind by the Association.

ARTICLE VII

Section 1. Architectural Review Committee. Except for construction or development by, for or under contract with the Declarant, and except for any improvements to any lot or to the common and open areas accomplished by the Declarant concurrently with said construction and development, and except for purposes of proper maintenance and repair, no building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered or maintained upon the Property, nor shall any exterior addition to or change (including any change of paint color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction, and any other proposed form of change (including, without limitation, any other information specified by the Architectural

Review Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and conformity with the design concept for the community by an Architectural Review Committee designated by the Board of Directors.

Subject to the same limitations as hereinabove provided for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any exterior lighting, shades, screens, awnings, patio covers, fences, walls, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any improvements constructed upon any lot or upon any of the common areas, or to combine or otherwise join two or more dwellings, or to partition the same after combination, or to remove or alter any windows or exterior doors of any dwelling, until the complete plans and specifications, showing the location, nature, shape, height, material color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the Architectural Review Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the community by the Architectural Review Committee designated by the Board of Directors.

Section 2. Architectural Review Committee - Operation. The Board of Directors shall appoint an Architectural Review Committee. The Architectural Review Committee shall be composed of three (3) or more natural persons initially designated by the Declarant for the first two (2) years of the Association. Thereafter, the Association may change the membership upon the requisite affirmative votes. The affirmative vote of a majority of the members of the Architectural Review Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

Notwithstanding the terms of this Article, the purpose of the Committee for the first five (5) years of the Association shall be the screening of all plans and specifications submitted pursuant to the provisions of this Article and the scheduling of maintenance and repairs.

Section 3. Approvals, Etc. In considering whether to grant any approval, the Architectural Review Committee may consider the suitability of the plans/specifications in relation to the Lot and other Lots, and may base such consideration upon such, if any, information concerning the nature, kind, shape, height, materials, location and approximate cost of such plans/specifications, all to the end that such plans/specifications shall be in harmony with, and have no adverse effect upon the immediate surroundings and other Lots. Upon approval by the Architectural Review Committee of any plans and specifications submitted pursuant to the provisions of this Article, the consent and approval of a majority of the Association's members shall be required at a special meeting or annual meeting of the Association.

If the plans and specifications fail to meet the Committee's approval, a notice shall be sent to said applicant no later than sixty (60) days from the date of application. Notice of approval of the Committee shall be due seventy-five (75) days from the date of application.

It is the intent of the Declarant that the Architectural Review Committee shall have full and final authority on all matter regarding architectural standard and controls. Such authority shall be exercised, however, in accordance with the declarant's original scheme.

Section 4. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural Review Committee and the Association pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved, and shall be substantially completed within two (2) months following the date of commencement, or within such other period as the Committee and Association shall specify in their approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Committee and members of the Association shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required.

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

Section 5. Certificate of Compliance. Upon the completion of any construction or alterations or other improvements or structure in accordance with plans and specifications approved by the Architectural Review Committee and members of the Association in accordance with the provisions of this Article, the Architectural Review Committee shall, at the request of the owners thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Architectural Review Committee and members of the Association, and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of the Declaration as may be applicable.

Section 6. Rules and Regulations, Etc. The Architectural Review Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish and record such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details, fences, colors, set-backs, materials and other matters relative to architectural control and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The Architectural Review Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decision of the Architectural Review Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Committee (or by any policy, standards or guidelines established by the Committee) may appeal the decision of the Architectural Review Committee to the Board of Directors and, upon the request of such member, shall be entitled to a hearing before the Board of Directors of the Association.

Section 7. Prohibited Use and Nuisances. Except for the activities of the Declarant during the construction or development of the community, or except with the prior written approval of the Board of Directors of the Association or the Architectural Review Committee, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the common and open areas:

- (a) No shop, retail or wholesale, or other kind of store, factory, saloon, beauty parlor, doctor's office or other office, professional or otherwise, or business house of any kind, no hospital, asylum or institution of any like or kindred nature, and no charitable

institution shall be erected or maintained on the Property, but that the Property shall be used solely for residential purposes. No building shall be erected, altered, placed or permitted to remain on any part of the Property other than detached single-family dwellings.

(b) No dwelling shall be permitted on the Property, the floor area of the main structure of which exclusive of one-story open porches and garages, shall be less than 1,100 square feet for a two-story townhouse. All improvements shall be constructed in a traditional style and all such improvements shall be subject to the prior written consent and approval of the Declarant, which shall be given only after submission of plans and specifications and all other documentation and information requested by Declarant.

(c) Any part of the Property and any improvements now or hereafter erected thereon may, with the written consent and approval of the Declarant, be used for the purpose of a church, school, library, place of public assembly or community meetings and for any or all of the usual purposes and functions incidental to or connected with any or all of the foregoing, but no part of the Property or any improvements now or hereafter erected thereon, shall be used for any of the aforesaid purposes set forth in this paragraph without the prior written consent and approval of the Declarant being first had and obtained.

(d) Real estate sales, management and/or construction offices may, with the written consent and approval of the Declarant, be erected, maintained and operated on any part of the Property and/or in any building or structure now or hereafter erected thereon, provided such offices are used or operated on a temporary basis in connection with the development of the Property or the construction of improvements thereon, or the management, rental or sale of any part thereof or any improvements which may be now or hereafter erected thereon, but no part of the Property or any part of any improvements set forth in this paragraph shall be so maintained without the prior written consent and approval of the Declarant being first had and obtained.

(e) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the aforesaid recorded Plat and over the front and rear ten (10) feet of each Lot of the Property.

(f) No noxious or offensive trade or activity shall be carried on upon any lot or within any dwelling, nor shall anything be done therein or thereon, which may be or become an annoyance or nuisance to the neighborhood or other members. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such device as may be used exclusively for security purposes, shall be located, installed, or maintained upon the exterior of any dwelling or upon the exterior of any other improvements constructed upon any lot.

(g) The maintenance, keeping, boarding or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any lot or within any dwelling, except that this shall not prohibit the keeping of dogs, cats or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes and, provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other members. The Board of Directors or, upon resolution of the Board of Directors, the Architectural Review Committee, shall have the authority, after hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other members, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. Pets shall not be permitted upon the common and open areas unless accompanied by a responsible person and unless they are carried or leashed. The Board of Directors shall have the right to adopt such

additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate.

(h) No burning of any trash and no accumulation or storage of litter, lumber, scrap metal, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any lot.

(i) Except for parking within garages, and except as herein-elsewhere provided, no junk vehicle, unlicensed or inoperable motor vehicle, trailer, camper, recreational vehicle, van (except a van having a passenger car license), camp truck, house trailer, boat or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary or usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the common and open areas and community facilities) shall be kept upon the Property nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon.

(j) Trash and garbage shall not be permitted to remain in public view.

(k) No lot shall be divided or subdivided and no portion of any lot (other than the entire lot) shall be transferred or conveyed for any purpose. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Association, the Declarant or any other person for any purpose.

(l) No sound hardwood trees measuring in excess of six (6) inches in diameter two (2) inches above the ground shall be removed from any lot without written approval of the Association acting through the Architectural Review Committee or duly appointed subcommittee. No tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs scenic views or sight-lines for vehicular traffic on public streets or on the private streets and roadways. The Architectural Review Committee may from time to time adopt and promulgate such additional rules and regulations regarding the preservation of trees and other natural resources and wildlife as it may consider appropriate.

(m) No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, outdoor clothes dryer or line, shed, swimming pool (above or below ground level), recreational structures, or other structures shall be erected, used or maintained on any lot at any time.

(n) Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional sign or signs as may be maintained by the Declarant, the Declarant's Realtor, or the Association, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any lot or dwelling, 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. Any such temporary real estate sign shall be removed promptly following the sale or rental of such dwelling. The provisions and limitations of this subsection shall not apply to any institutional first mortgagee of any lot who comes into possession of the lot by reason of any remedies provided by law or in such mortgage or as a result of any proceeding, arrangement, assignment or deed in lieu of foreclosure.

(o) No structure, planting or other material 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 unreasonably change, obstruct or retard direction or flow of any drainage channels.

(p) No outside television aerial or radio antenna, or other aerial or antenna for receipt or transmission, shall be maintained upon the Property.

(q) No member shall make any private or exclusive or proprietary use of any of the common and open areas except with the specific approval of the Architectural Review Committee and the Association, and then only on a temporary basis, and no member shall engage or direct any employee of the Association on any private business of the member during the hours such employee is employed by the Association, nor shall any member direct, supervise, or in any manner attempt to assert control over any employee of the Association.

(r) All exterior lights with exposed bulbs shall have bulbs not exceeding twenty-five (25) watts, unless protected by translucent shades or panes, and then shall not exceed sixty (60) watts.

Section 8. Exterior Modifications. Excepting wreaths on an owner's door, all exterior changes, including landscaping, lighting and paint color, to all dwellings shall be prohibited without first obtaining the consent, in writing, of the Architectural Review Committee and the Association, in accordance with this Article VII.

Section 9. Maintenance. The Association shall be responsible for the maintenance of all common and open areas, as designated on the Record Plat, as well as all exterior maintenance, including but not limited to, landscaping, sidewalks, painting of Units, and the like. The Association shall not be responsible for maintenance of roofs or any interior items.

Section 10. Residential Use/Leasing. All dwellings shall be used for private residential purposes exclusively. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant from the use of any lot or dwelling for promotional or display purposes, or as "model homes", a sales office, or the like.

Section 11. Lease Agreements. All lease agreements shall be in writing and submitted to the Board of Directors for approval. The minimum term of all lease agreements shall be one (1) year, and shall state that the lease agreement shall be subject to this Declaration.

Section 12. Decks. Any deck constructed upon the Property shall be vertical unfinished split rail, or privacy fence, and shall not extend into the front or side yards. Decks shall be twelve (12) feet by sixteen (16) feet.

All other plans for decks which differ from the specifications hereunder shall be subject to the provisions of this Article VII of this Declaration.

Section 13. House Rules, Etc. There shall be no violation of any rules for the use of the common and open areas or "house rules" or other community rules and regulations not inconsistent with the provisions of this Declaration which may from time to time be adopted by the Board of Directors of the Association and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules.

Section 14. Enforcement - Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the covenants or

restrictions contained in this Article shall occur or be maintained upon any lot, or in the event of any other conduct in violation of any of the provisions or requirements of this Article, then the same shall be considered to have been undertaken in violation of this Article and without the approval of the Architectural Review Committee and the Association required herein, and, upon written notice from the Architectural Review Committee, such violation shall be promptly removed or abated. In the event same is not removed, or the violation is not otherwise terminated or abated, within fifteen (15) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the owner of the lot upon which such violation exists, or to the member responsible for such violation if the same shall be committed or attempted on premises other than the lot owned by such member, then the Association shall have the right, through its agents and employees (but only after a resolution of the Architectural Review Committee) to enter upon such lot and to take such steps as may be necessary to remove or otherwise terminate or abate such violation, and the cost thereof may be assessed against the lot upon which such violation occurred, and when so assessed, a statement for the amount thereof shall be rendered to the owner of said lot, at which time the assessment shall become due and payable and a continuing lien upon such lot, and a binding personal obligation of the owner of such lot, in all such respects, and subject to the same limitations and powers as provided in Articles V and VI of this Declaration. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article VII or any of the other provisions or requirements of this Declaration exist on such lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE VIII

Section 1. Party Walls. Each wall which is built as part of the original construction of the dwellings upon the Property and placed on the dividing line between lots, or partly on one lot and partly on another, shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Repairs and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in equal shares. Nothing shall be done by any owner which impairs the structural integrity of any party wall or which diminishes the fire protection afforded by any party wall. No Owner shall use any party wall for any purpose which creates a hazard or nuisance for any other owner who makes use of the party wall.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, of the right of any such owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Waterproofing. Notwithstanding any other provision of this Article, any owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

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

Section 6. Encroachments. If any portion of a party wall shall encroach upon any adjoining lot, or upon the common and open areas, by reason of reconstruction, 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.

ARTICLE IX

Section 1. Management Agent. The Board of Directors may employ for the Association a management agent or firm 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, including, without limitation:

(a) to establish (with the approval of the Board of Directors of the Association) and provide for the collection of the annual maintenance assessments and any other assessments provided for in this Declaration, and to provide for the enforcement of liens therefor in a manner consistent with law and the provisions of this Declaration; and

(b) to provide for the care, upkeep, maintenance and surveillance of the common and open areas and community facilities; and

(c) to designate, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the common and open areas and community facilities; and

(d) to promulgate (with the approval of the Board of Directors of the Association) and enforce such rules and regulations, and such restrictions and requirements, "house rules" or the like as may be deemed proper respecting the use of the common and open areas; and

(e) to provide or arrange to provide such other services (including legal and accounting services) for the Association as may be consistent with the law and the provisions of this Declaration.

Any management agreement entered into by the Association shall provide, *inter alia*, that such agreement may be terminated, with or without cause and without the payment of any termination fee, 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 2. 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 and open areas or, 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 and open areas. No diminution or abatement of assessments, as hereinelsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common and open areas, 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 X

Section 1. Reservation of Easement Rights by the Declarant.

(a) The Declarant hereby reserves a non-exclusive easement and right-of-way in, through, over and across the common areas for the purpose of the storage of building supplies and materials, the installation, construction, maintenance, reconstruction and repair of sanitary sewer lines, water lines, cables, storm water detention ponds and similar facilities, storm drains and appurtenances to any of the same, and for all other purposes reasonably related to the completion of construction and development of the project and the provision of utility services, and related services and facilities, whether public or private, to the land and premises described on "EXHIBIT B" attached hereto. Any and all grants made by the Declarant to the Association with respect to any of the common areas shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instruments. At the request in writing of the Declarant, the Association shall from time to time execute, acknowledge and deliver to the Declarant such further assurances of this reservation as may be necessary.

(b) The Declarant hereby reserves the absolute right to grant easements and rights-of-way, both temporary and permanent, over the common and open areas, to any and all governmental and quasi-governmental authorities and to any and all public utilities.

Section 2. Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such other licenses, easements and rights of way over the common and open areas for sewer lines, water lines, electrical cables, telephone cables, CATV, gas lines, stormwater detention ponds and similar facilities, storm drains, cables, underground conduits and such other purposes related to the provision of utility and similar services to the land and premises described in "EXHIBIT B" attached to this Declaration as may be considered necessary and appropriate by the Board of Directors of the Association or by the Declarant for the orderly maintenance, preservation and enjoyment of the common and open areas, and for the preservation of the health, safety, convenience and welfare of the members of the Association or the Declarant.

Section 3. Easement to Baltimore County, Maryland. The Declarant hereby grants to Baltimore County, Maryland, a municipal body corporate, its agents and contractors, a non-exclusive easement and right-of-way in, through, over and across the common and open areas for all purposes reasonably associated with the inspection, operation, installation, construction, reconstruction, maintenance or repair of any stormwater management facilities constructed upon the Property; and in the event that, after reasonable notice to the Association by Baltimore County, Maryland, the Association shall fail to maintain any stormwater management facility constructed upon the Property in accordance with the applicable laws and regulations, then Baltimore County, Maryland may do and perform all necessary repair and maintenance work and may assess the Association for the cost of the work and any applicable penalties. The Association shall indemnify and save Baltimore County, Maryland harmless from any and all claims or damages to persons or property arising in connection with the installation, construction, maintenance, repair, operation or use of any stormwater management facility constructed upon the Property.

ARTICLE XI

Section 1. Annexation. Additional land within the areas described in Exhibit "C", attached hereto and made a part hereof, may be annexed in whole or in part from time to time by the Declarant, its successors and assigns, without the consent of members within ten (10) years from the date of the recording of this Declaration. The Declarant shall have no

obligation to annex any of such land. Other land may be annexed which is not described in Exhibit "C", or which is described in Exhibit "C", but which was not annexed in the said ten (10) year period, but only upon the approval of two-thirds (2/3) of the Class A and Class B members voting in person or by proxy at the meeting at which such approval is sought. If any Lot is security for any mortgage or deed of trust insured by the Federal Housing Administration (FHA) or the Veterans Administration (VA), as long as there is a Class B member, the approval of the FHA and/or VA, as the case may be, shall be required prior to the annexation of any additional land. The annexation authorized hereunder shall be made by filing of record, from time to time, one or more Supplemental Declarations of Covenants, Conditions and Restrictions with respect to the additional land, which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such land, which land shall thereupon become part of the Property. Upon the filing of any Supplemental Declaration, Owners of Lots situated on the annexed land shall be subject to the same obligations and entitled to the same privileges, as applied to the Owners of Lots in the initial Property.

If any Lot is security for any mortgage or deed of trust insured by the FHA or the VA, additional land which is described in Exhibit C may be annexed by the Declaration without the consent of the Class A members within ten (10) years of the date of this Declaration, provided that the FHA or the VA determines that the annexation is in accord with the general plan heretofore approved by them.

ARTICLE XII

Section 1. Cross Easements. Declarant reserves the right to subject the Common Areas and Common Utilities to easements for use in common with others of all or portions of the Property, but said Common Areas and Common Utilities at all times may be used only for the purposes as provided in this Declaration. No grant of such an easement shall take place more than twenty (20) years following the date hereof.

Notwithstanding anything in this Declaration to the contrary, Declarant being the owner of all the property described in Exhibits "A" and "C", hereby reserves the right to subject the property described in Exhibit "C" to easements for the benefit of the property described in Exhibit "A", and subject the property described in Exhibit "A" to easements for the benefit of the property described in Exhibit "C", the scope of such reservations being solely to establish pedestrian and vehicular ingress and egress easements and utility easements across, within, over and upon the respective properties. The reservations described in this paragraph shall be deemed exercised and the cross easements aforesaid shall ipso facto exist, without the necessity of the execution of any further instruments, at the time and date when the Common Areas of the Property are conveyed to the Association pursuant to Section 3 of Article II; however, that such conveyance shall occur within twenty (20) years of the date of recordation of this Declaration.

ARTICLE XIII

Section 1. Amendment. Subject to the other limitations set forth in this Declaration, prior to the lapse of all of the Class B memberships in the Association, as in Article III provided, this Declaration may be amended only by an instrument executed and acknowledged by two-thirds (2/3) of the Class A members of the Association, if any, and by the Declarant, which instrument shall be recorded among the Land Records for the jurisdiction in which this Declaration is recorded. Subject to the other limitations set forth in this Declaration, following the lapse of all of the Class B memberships in the Association, as in Article III provided, this Declaration may be amended by an instrument executed and acknowledged by a majority of the Class A members of the Association, which instrument shall be recorded among the Land Records for the jurisdiction in which this Declaration is

recorded. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording.

Section 2. Duration. Unless amended in accordance with the provisions of Section 1 of this Article and the other requirements of this Declaration, and except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date of recordation of this Declaration, after which the said covenants shall be automatically extended for successive periods of ten (10) years each.

Section 3. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the community. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages or both, and against any lot to enforce the lien created hereby, and the failure or forbearance by the Association or the owner of any lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The provisions hereof may be enforced, without limitation, by the Association, by any owner or any mortgagee of any lot which becomes subject to the provisions hereof, and by any other person, firm, corporation or other legal entity who has any right to the use of any of the common and open areas and community facilities owned by the Association.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

Section 4. Successors of Declarant. Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant hereunder, or any part of them, may be assigned and transferred (exclusively or non-exclusively) by the declarant by instrument in writing, with or without notice to the Association.

Section 5. Incorporation by Reference on Resale. In the event any owner sells or otherwise transfers any lot, any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and liens set forth in this Declaration.

Section 6. Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postage paid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

Section 7. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any common and open areas by any public or municipal agency, authority or utility, and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the common and open areas.

Section 8. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

Section 9. Consents. Any other provision of this Declaration to the contrary notwithstanding, neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of the holders of at least two-thirds (2/3) of the first mortgages of record on the lots:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and community facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the common and open areas by the members of the Association shall not be considered a transfer within the meaning of this section; or

(b) abandon or terminate this Declaration; or

(c) modify the method of determining and collecting common expense assessments or other assessments as provided for in this Declaration; or

(d) resolve to use the proceeds of casualty insurance for any purpose other than the repair, replacement or reconstruction of the common and open areas; or

(e) modify or amend any material or substantive provision of this Declaration or the By-Laws of the Association.

Section 10. Additional Rights of Mortgagees - Notice. No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to this Declaration except after ten (10) days' written notice to the holder of the first mortgage on the lot which is the subject matter of such suit or proceeding.

Any institutional first mortgagee of any lot upon the Property may pay any taxes, utility charges or other charge levied against the common and open areas which are in default and which may or have become a charge or lien against any of the common and open areas, and any such institutional first mortgagee may pay any overdue premiums on any hazard insurance policy or secure new hazard insurance coverage on the lapse of any policy, with respect to the common and open areas. Any first mortgagee who advances any such payment shall be due immediate reimbursement of the amount so advanced from the Association.

Section 11. Casualty Losses. In the event of substantial damage or destruction to any of the common and open areas, the Board of Directors of the Association shall give prompt written notice of such damage or destruction to the holders of all first mortgages of record on the lots. No provision of this Declaration or the By-Laws of the Association shall entitle any member to any priority over the holder of any first mortgage of record on his lot with respect to the distribution to such member of any insurance proceeds paid or payable on account of any damage or destruction of any of the common and open areas.

Section 12. Condemnation or Eminent Domain. In the event any part of the common and open areas is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors of the Association shall give prompt written notice of any such proceeding or proposed acquisition to the holders of all first mortgages of record on the lots. No provision of this Declaration or the By-Laws of the Association shall entitle any member

to any priority over the holder of any first mortgage of record on his lot with respect to the distribution to such member of the proceeds of any condemnation or settlement relating to a taking of any of the common and open areas.

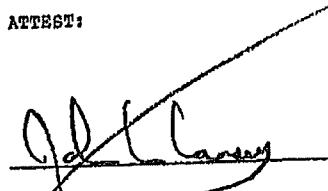
Section 13. Amendment Authority. Anything set forth in Section 2 of this Article to the contrary notwithstanding, the Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented. However, this unilateral right, power and authority of the Declarant, may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the Property or any part thereof or any Lots thereon, for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Administration or any successor agencies approve the Property or any parts thereof or any Lots thereon for federally approved mortgage financing purposes, any further amendments to the Declaration made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval.

Section 14. Captions and Genders. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

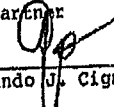
Section 15. Trustees and Bank. The Trustees and Bank join herein for the sole purpose of consenting to, and subordinating the Deed of Trust and Deed of Trust Note to the legal operation and effect of this Declaration, reserving, however, the lien and effect of such mortgage on the property described therein, including the easements, reservations, rights and benefits reserved and retained by the Declarant.

IN WITNESS WHEREOF, the said Declarant and the Bank have caused these presents to be executed in their respective names, on the day and year first above written.

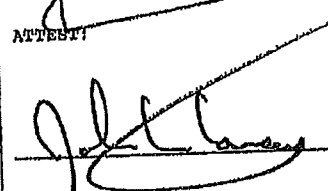
ATTEST:



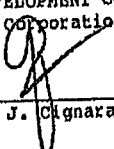
DECLARANT:
CHAPEL ASSOCIATES LIMITED PARTNERSHIP
A Maryland Limited Partnership
BY: THANNER DEVELOPMENT CORPORATION,
General Partner

By: 
Armando J. Cignarale, President

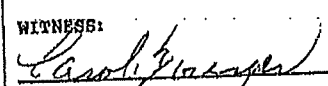
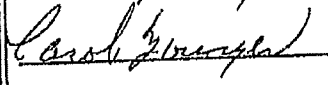
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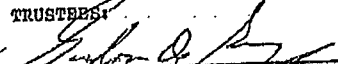
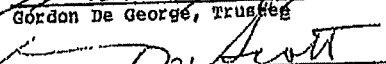


DEVELOPER:
THANNER DEVELOPMENT CORPORATION
A Maryland Corporation

By: 
Armando J. Cignarale, President

WITNESS:

TRUSTEES:
 (SEAL)
Gordon De George, Trustee
 (SEAL)
Thomas M. Scott, III, Trustee

ATTEST:

Lambert J. Shipp

BANK:
SIGNED BANK:
By: W. Neil Zurowski
W. Neil Zurowski
Vice President

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 18TH day of November, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared ARMANDO J. CIGNARALE, who acknowledged himself to be the President of THANNER DEVELOPMENT CORPORATION, General Partner of CHAPPEL ASSOCIATES LIMITED PARTNERSHIP, a Maryland Limited Partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Declaration, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Marie L. Munroe
Notary Public
BALTIMORE COUNTY, MARYLAND

My Commission expires:
July 1, 1990

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 18TH day of November, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared ARMANDO J. CIGNARALE, who acknowledged himself to be the President of THANNER DEVELOPMENT CORPORATION, a Maryland corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Declaration, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Marie L. Munroe
Notary Public
BALTIMORE COUNTY, MARYLAND

My Commission expires:
July 1, 1990

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 22nd day of November, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared GORDON De GEORGE and THOMAS M. SCOTT, III, Trustees, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within Declaration, and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Carol J. ...
Notary Public
BALTIMORE CITY, MARYLAND

My Commission expires:
July 1, 1990

LIBER 7 734 PAGE 281

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 3rd day of November, 1987, before me, the undersigned, a Notary public in and for said State, personally appeared W. NEIL ZUROWSKI, who acknowledged himself to be the Vice President of SIGNET BANK, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Declaration, and acknowledged that he executed the same for the purposes therein contained as the duly authorized officer of said Bank.

AS WITNESS my hand and Notarial Seal.

Carol [Signature]
Notary Public

My Commission expires:
July 1, 1990

11/13/87:0669J

DAVE McCUNE WALKER, INC.

LIBER 7734 PAGE 282

Towson, Maryland 21204
Telephone: 301-296-3333

Land Planning Consultants
Landscape Architects
Engineers & Surveyors

Description

5.414 Acre Parcel, Portion Of Chapel Associates Limited Partnership Property, North Side Of Jenifer Road, Southeast Of Padonia Road, Eighth Election District, Baltimore County, Maryland.

Beginning for the same at a stone marked "TS" found at the end of the first or South 29 degrees 07 minutes 50 seconds East 318.19 foot line of that land which by deed dated November 10, 1978 and recorded among the Land Records of Baltimore County in Liber E.H.K., Jr. 5957, Folio 693 was granted and conveyed by Talbot T. Speer and Jane Turner Speer, his wife, to Chapel Associates, thence leaving said stone and running and binding on the second, third, fourth and part of the fifth lines of the aforesaid deed referring all courses of this description to the Grid Meridian as established in the Baltimore County Metropolitan District the four following courses and distances, viz: (1) South 17 degrees 11 minutes 58 seconds West passing over a stone marked "TS" found at 17.99 feet from the end of the line now being described in all 626.76 feet to a point in or near the centerline of Jenifer Road as now laid out and existing, thence running and binding in the center of Jenifer Road, (2) North 57 degrees 12 minutes 09 seconds West 244.45 feet to a point, thence (3) North 56 degrees 46 minutes 02 seconds West 100.03 feet to a point, and thence (4) North 56 degrees 39 minutes 49 seconds West 28.96 feet to a point, thence leaving the center of Jenifer Road and the aforesaid fifth line and running for lines of division through the land described in the aforesaid deed of which the parcel now being described

is a part, the six (6) following courses and distances, viz: (5) North 32 degrees 46 minutes 05 seconds East 223.76 feet to a point, thence (6) North 44 degrees 06 minutes 35 seconds West 85.36 feet to a point, thence (7) North 06 degrees 03 minutes 37 seconds West 115.42 feet to a point, thence (8) North 25 degrees 30 minutes 00 seconds East 166.00 feet to a point, thence (9) North 70 degrees 18 minutes 57 seconds East 100.89 feet to a point, and thence (10) South 81 degrees 55 minutes 00 seconds East 216.30 feet to intersect the aforesaid first line of the aforesaid deed, thence running and binding on a part of said first line, (11) South 29 degrees 05 minutes 52 seconds East 139.18 feet to the point of beginning. Containing 5.414 acres of land, more or less, according to a survey made by Daft-McCune-Walker, Inc. in December, 1986.

Subject to that portion of Jenifer Road as now maintained for public use.

Subject also to the rights of Consolidated Gas Electric Light and Power Company of Baltimore as described in an agreement from Talbot T. Speer, et al, dated January 17, 1947 and recorded among the Land Records of Baltimore County, Maryland in Liber J.W.B. 1567, Folio 467.

Subject also to the rights of Consolidated Gas Electric Light and Power Company of Baltimore as described in an agreement from Talbot T. Speer, et al, dated June 28, 1948 and recorded among the Land Records of Baltimore County, Maryland in Liber T.B.S. 1691, Folio 38.

LIBER 7734 PAGE 284

Being the same land which by deed dated November 10, 1978 and recorded among the Land Records of Baltimore County, Maryland in Liber E.H.K., Jr. 5957, Folio 693 was granted and conveyed by Talbot T. Speer and Jane Turner Speer, his wife, to Chapel Associates.



March 10, 1987

Our File No. 86064 (3D: L86064.3)

Page 3 of 3

CAIT McCUNE-WALKER, INC.

DEED 7734 PAGE 2 8.5

Towson, Maryland 21204
Telephone: 301-286-3333

Land Planning Consultants
Landscape Architects
Engineers & Surveyors

Description

93.790 Acre Parcel, Property Of Chapel Associates, South Side Of Padonia Road And East Of Jenifer Road, Eighth Election District, Baltimore County, Maryland.

Beginning for the same at a stone marked "T8" found at the beginning of that land (the land herein described being the same land) which by deed dated November 10, 1978 and recorded among the Land Records of Baltimore County, Maryland in Liber E.H.K., Jr. 5957, Folio 693 was granted and conveyed by Talbot T. Speer and Jane Turner Speer, his wife, to Chapel Associates, said stone also being at the end of the third or North 29 degrees 07 minutes 50 seconds West 318.19 foot line of that land which by deed dated October 5, 1976 and recorded among the Land Records aforesaid in Liber E.H.K., Jr. 5683, Folio 108 was granted and conveyed by James Keelty, Jr., et al, trading as Maye Chapel Village to Galway, Inc., thence leaving said point of beginning and for the sixteen (16) following courses and distances binding on the first through fifteenth and a part of the sixteenth lines of the aforementioned deed to Chapel Associates and, for the two (2) following courses and distances binding reversely on the third through first lines, inclusive, of the aforementioned deed to Galway, Inc., with all courses in this description referring to the meridian established by the Baltimore County Metropolitan District, the two following courses and distances, viz:
(1) South 29 degrees 09 minutes 52 seconds East 318.27 feet to a stone marked "T8" found, thence (2) South 17 degrees 11 minutes 58 seconds West 626.76 feet to a point in or near the centerline of Jenifer Road as now

Page 1 of 8

EXHIBIT B

laid out and existing, thence leaving the outlines of the Galway parcel and running and binding in the center of Jenifer Road the nine (9) following courses and distances, viz: (3) North 57 degrees 12 minutes 09 seconds West 244.45 feet, thence (4) North 56 degrees 46 minutes 02 seconds West 100.03 feet, thence (5) North 56 degrees 39 minutes 49 seconds West 254.67 feet, thence (6) North 55 degrees 00 minutes 56 seconds West 99.96 feet, thence (7) North 51 degrees 34 minutes 46 seconds West 50.05 feet, thence (8) North 47 degrees 22 minutes 33 seconds West 50.01 feet, thence (9) North 42 degrees 02 minutes 31 seconds West 51.01 feet, thence (10) North 37 degrees 58 minutes 44 seconds West 48.97 feet, thence (11) North 33 degrees 26 minutes 45 seconds West 541.89 feet to the southwestern corner of the firstly described parcel of the land which by deed dated October 15, 1981 and recorded among the Land Records aforesaid in Liber E.H.K., Jr. 6388, Folio 167 was granted and conveyed by the Trustees of the Baltimore Conference of the United Methodist Church, Inc. to United Methodist Missionary and Church Extension Society of the Annapolis and Baltimore Districts, Inc., thence leaving the center of Jenifer Road and running and binding on the southern and eastern outlines of said parcel the two (2) following courses and distances, viz: (12) North 62 degrees 41 minutes 33 seconds East 92.05 feet to a fence corner there situate, thence binding along said fence and a prolongation thereof, (13) North 31 degrees 20 minutes 38 seconds West 161.58 feet to a point on the south

side of Mays Chapel Road and to intersect the fourth or North 71-1/2 degrees East 12.8 perch line of the secondly described parcel in the aforementioned deed to United Methodist Missionary and Church Extension Society of the Annapolis and Baltimore Districts, Inc., thence leaving said firstly described parcel and running and binding along the south side of Mays Chapel Road and in part binding on said fourth line of said second parcel and in part reversely on the eighth or South 73 degrees 13 minutes West 50.00 foot line of the land which by deed dated December 26, 1963 and recorded among the Land Records aforesaid in Liber R.R.G. 4248, Folio 103 was granted and conveyed by Talbot T. Speer and Jane Turner Speer to Methodist Missionary and Church Extension Society of the Baltimore Districts, (14) North 64 degrees 56 minutes 30 seconds East 174.63 feet, thence crossing Mays Chapel Road and running and binding reversely on the seventh and a part of the sixth lines of the lastly abovementioned conveyance, the two following courses and distances, viz: (15) North 30 degrees 23 minutes 30 seconds West 999.65 feet to a concrete monument found, passing over an iron pin found at the end of 213.21 feet, thence (16) South 52 degrees 46 minutes 30 seconds West 303.77 feet to intersect the second or curve to the left with a radius of 1,322.53 feet for a distance of 535.03 foot line of the parcel of land known as Jenifer Road which by deed dated November 14, 1935 and recorded among the Land Records aforesaid in Liber C.W.N., Jr. 971, Folio 215 was granted and conveyed by Cassandra Lee Arnold and Carrington G. Arnold,

her husband, to the County Commissioners of Baltimore County, said point being distant 121.68 feet measured northwesterly along said curve from the beginning thereof, thence leaving the outlines of the deed from Speer, et ux, to Methodist Missionary and Church Extension Society of the Baltimore Districts, and also leaving the outlines of the firstly abovementioned deed from Speer, et ux, to Chapel Associates, and running and binding on the remainder of said second line of Arnold to the County Commissioners of Baltimore County and thence on part of the third line thereof, the two following courses and distances, viz: (17) northwesterly by a curve to the left with a radius of 1,322.53 feet for an arc distance of 413.35 feet (the arc of said curve being subtended by a long chord bearing North 46 degrees 49 minutes 17 seconds West 411.67 feet), thence (18) North 55 degrees 46 minutes 30 seconds West 705.40 feet to a point in Padonia Road and to intersect the twenty-first or North 85 degrees 56 minutes 28 seconds East 63.25 foot line of the firstly abovementioned deed from Speer, et ux, to Chapel Associates at a point 28.93 feet measured easterly along said line from the beginning thereof and running thence running and binding in or near the center of Padonia Road and binding on the remainder of said twenty-first line and on the twenty-second through sixtieth and a part of the sixty-first line thereof, the forty-one following courses and distances, viz: (19) North 85 degrees 58 minutes 28 seconds East 34.32 feet, thence (20) North 76 degrees 38 minutes 01 second East 147.78 feet, thence (21) North 76

degrees 28 minutes 20 seconds East 483.65 feet, thence (22) North 79
degrees 34 minutes 50 seconds East 50.00 feet, thence (23) North 84
degrees 47 minutes 40 seconds East 50.00 feet, thence (24) South 86
degrees 16 minutes 10 seconds East 100.00 feet, thence (25) South 82
degrees 33 minutes 20 seconds East 250.00 feet, thence (26) South 80
degrees 08 minutes 20 seconds East 50.00 feet, thence (27) South 70
degrees 51 minutes 40 seconds East 50.00 feet, thence (28) South 60
degrees 07 minutes 20 seconds East 50.00 feet, thence (29) South 51
degrees 00 minutes 40 seconds East 50.00 feet, thence (30) South 49
degrees 14 minutes 50 seconds East 108.00 feet, thence (31) South 52
degrees 50 minutes 40 seconds East 50.00 feet, thence (32) South 60
degrees 36 minutes 10 seconds East 50.00 feet, thence (33) South 68
degrees 09 minutes 20 seconds East 50.00 feet, thence (34) South 71
degrees 17 minutes 30 seconds East 95.00 feet, thence (35) South 69
degrees 44 minutes 40 seconds East 130.00 feet, thence (36) South 78
degrees 13 minutes 00 seconds East 50.00 feet, thence (37) South 85
degrees 40 minutes 20 seconds East 50.00 feet, thence (38) South 88
degrees 26 minutes 10 seconds East 100.00 feet, thence (39) South 80
degrees 34 minutes 40 seconds East 148.00 feet, thence (40) South 86
degrees 40 minutes 40 seconds East 100.00 feet, thence (41) South 80
degrees 35 minutes 40 seconds East 50.00 feet, thence (42) South 73
degrees 01 minute 30 seconds East 50.00 feet, thence (43) South 68
degrees 24 minutes 00 seconds East 170.00 feet, thence (44) South 70

degrees 18 minutes 10 seconds East 105.00 feet, thence (45) South 72
degrees 00 minutes 50 seconds East 50.00 feet, thence (46) South 82
degrees 31 minutes 20 seconds East 50.00 feet, thence (47) North 86
degrees 13 minutes 40 seconds East 50.00 feet, thence (48) North 79
degrees 02 minutes 50 seconds East 50.00 feet, thence (49) North 76
degrees 47 minutes 40 seconds East 100.00 feet, thence (50) North 80
degrees 23 minutes 30 seconds East 50.00 feet, thence (51) North 85
degrees 13 minutes 30 seconds East 50.00 feet, thence (52) South 88
degrees 42 minutes 20 seconds East 50.00 feet, thence (53) South 81
degrees 09 minutes 00 seconds East 50.00 feet, thence (54) South 75
degrees 42 minutes 30 seconds East 50.00 feet, thence (55) South 72
degrees 50 minutes 30 seconds East 50.00 feet, thence (56) South 70
degrees 11 minutes 50 seconds East 100.00 feet, thence (57) South 75
degrees 23 minutes 00 seconds East 50.00 feet, thence (58) South 76
degrees 23 minutes 30 seconds East 50.00 feet, thence (59) South 82
degrees 10 minutes 20 seconds East 43.87 feet to the beginning of the
fourth or South 07 degrees 32 minutes East 578.21 foot line of that land
which was granted and conveyed by Frank J. Schmieder and Ann L.
Schmieder, his wife, to Lawrence B. Holmes and Joyce D. Holmes, his wife,
by deed dated August 1, 1986 and recorded among the Land Records
aforesaid in Liber E.H.K., Jr. 7274, Folio 372, thence leaving the center
of Padonia Road aforesaid and running and binding on the fourth and fifth

lines of said deed from Schmieder and also binding on the sixty-second and sixty-third lines of the firstly abovementioned deed from Speer, et ux, the two following courses and distances, viz: (60) South 15 degrees 52 minutes 35 seconds East 575.44 feet to a concrete monument found, thence (61) South 81 degrees 00 minutes 35 seconds East 248.80 feet (passing over a concrete monument found at the end of 248.44 feet) to intersect the sixth or North 15 degrees 48 minutes 20 seconds West 804.47 foot line of the abovementioned deed to Galway, Inc. at a point distant 231.28 feet measured northerly along said line from the beginning thereof, thence leaving said parcel conveyed by Frank J. Schmieder and running and binding reversely on a part of said sixth line and the fifth and fourth lines of said deed, and also on the sixty-fourth, sixty-fifth and sixty-sixth lines of the firstly abovementioned deed from Speer, et ux, the three following courses and distances, viz: (62) South 15 degrees 48 minutes 20 seconds East 231.28 feet to a stone found marked "18", thence (63) South 69 degrees 03 minutes 40 seconds West 362.57 feet to a stone found under a large oak tree, thence (64) South 69 degrees 06 minutes 31 seconds West 982.22 feet to the point of beginning.

Containing 93.790 acres of land, more or less.

Subject to those portions of Padonia Road, Jenifer Road and Mays Chapel Road as now maintained for public use.

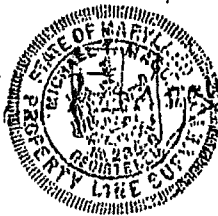
Subject also to the rights of Consolidated Gas Electric Light and Power Company of Baltimore as described in an agreement from Talbot T.

Speer dated November 5, 1936 and recorded among the Land Records of Baltimore County, Maryland in Liber C.W.B., Jr. 985, Folio 394.

Subject also to the rights of Consolidated Gas Electric Light and Power Company of Baltimore as described in an agreement from Talbot T. Speer, et al, dated January 17, 1947 and recorded among the Land Records of Baltimore County, Maryland in Liber J.W.B. 1567, Folio 467.

Subject also to the rights of Consolidated Gas Electric Light and Power Company of Baltimore as described in an agreement from Talbot T. Speer, et al, dated June 28, 1948 and recorded among the Land Records of Baltimore County, Maryland in Liber T.B.S. 1691, Folio 38.

Being the same land which by deed dated November 10, 1978 and recorded among the Land Records of Baltimore County, Maryland in Liber E.H.K., Jr. 5957, Folio 693 was granted and conveyed by Talbot T. Speer and Jane Turner Speer, his wife, to Chapel Associates.



December 9, 1986

Our File No. 86064 (1B: L86064.1)

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DAFF MC LUNG-WALKER, INC

DAFF MC LUNG-WALKER, INC.
 Towson, Maryland 21204
 Telephone: 301-296-3333
 Land Planning Consultants
 Landscape Architects
 Engineers & Surveyors

Description

88.376 Acre Parcel, Portion Of Chapel Associates Limited Partnership Property, South Side Of Padonia Road And East Of Jenifer Road, Eighth Election District, Baltimore County, Maryland.

Beginning for the same at a stone marked "TS" found at the beginning of that land (the land herein described being the same land) which by deed dated November 10, 1978 and recorded among the Land Records of Baltimore County, Maryland in Liber E.H.K., Jr. 5957, Folio 693 was granted and conveyed by Talbot T. Speer and Jane Turner Speer, his wife, to Chapel Associates, said stone, also being at the end of the third or North 29 degrees 07 minutes 50 seconds West 318.19 foot line of that land which by deed dated October 5, 1976 and recorded among the Land Records aforesaid in Liber E.H.K., Jr. 5683, Folio 108 was granted and conveyed by James Keelty, Jr., et al, trading as Mays Chapel Village to Galway, Inc., thence leaving said point of beginning and binding on part of the first line of the aforementioned deed to Chapel Associates and, binding reversely on part of the third line of the aforementioned deed to Galway, Inc., with all courses in this description referring to the meridian established by the Baltimore County Metropolitan District, (1) South 29 degrees 05 minutes 52 seconds East 179.09 feet to a point, thence leaving said line and running for lines of division through the land described in the aforementioned deed to Chapel Associates the six (6) following courses and distances, viz: (2) North 81 degrees 55 minutes 00 seconds West 216.30 feet to a point, thence (3) South 70 degrees 18 minutes 57 seconds West 100.89 feet to a point, thence (4) South 25 degrees 50

minutes 00 seconds West 166.00 feet to a point, thence (5) South 06 degrees 03 minutes 37 seconds East 115.42 feet to a point, thence (6) South 44 degrees 06 minutes 35 seconds East 85.36 feet to a point, and thence (7) South 32 degrees 46 minutes 05 seconds West 223.76 feet to a point in or near the centerline of Jenifer Road as now laid out and existing, said point being on the fifth or North 56 degrees 41 minutes 47 seconds West 254.67 foot line of the aforementioned deed to Chapel Associates, thence leaving said point and running and binding on part of said fifth line and on the sixth through the eleventh lines of said deed to Chapel Associates and running and binding in the center of Jenifer Road the seven (7) following courses and distances, viz: (8) North 56 degrees 39 minutes 49 seconds West 225.71 feet, thence (9) North 55 degrees 00 minutes 56 seconds West 99.96 feet, thence (10) North 51 degrees 34 minutes 46 seconds West 50.05 feet, thence (11) North 47 degrees 22 minutes 33 seconds West 50.01 feet, thence (12) North 42 degrees 02 minutes 31 seconds West 51.01 feet, thence (13) North 37 degrees 58 minutes 44 seconds West 48.97 feet, thence (14) North 33 degrees 26 minutes 45 seconds West 341.89 feet to the southwestern corner of the firstly described parcel of the land which by deed dated October 15, 1981 and recorded among the Land Records aforesaid in Liber E.H.K., Jr. 6388, Folio 167 was granted and conveyed by the Trustees of the Baltimore Conference of the United Methodist Church, Inc. to United Methodist Missionary and Church Extension Society of the Annapolis and

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Baltimore Districts, Inc., thence leaving the center of Jenifer Road and running and binding on the southern and eastern outlines of said parcel the two (2) following courses and distances, viz: (15) North 62 degrees 41 minutes 33 seconds East 92.05 feet to a fence corner there situate, thence binding along said fence and a prolongation thereof, (16) North 31 degrees 20 minutes 38 seconds West 161.58 feet to a point on the south side of Mays Chapel Road and to intersect the fourth or North 71-1/2 degrees East 12.8 perch line of the secondly described parcel in the aforementioned deed to United Methodist Missionary and Church Extension Society of the Annapolis and Baltimore Districts, Inc., thence leaving said firstly described parcel and running and binding along the south side of Mays Chapel Road and in part binding on said fourth line of said second parcel and in part reversely on the eighth or South 73 degrees 13 minutes West 50.00 foot line of the land which by deed dated December 26, 1963 and recorded among the Land Records aforesaid in Liber R.R.G. 4248, Folio 103 was granted and conveyed by Talbot T. Speer and Jane Turner Speer to Methodist Missionary and Church Extension Society of the Baltimore Districts, (17) North 64 degrees 56 minutes 30 seconds East 174.63 feet, thence crossing Mays Chapel Road and running and binding reversely on the seventh and a part of the sixth lines of the lastly shovementioned conveyance, the two following courses and distances, viz: (18) North 30 degrees 23 minutes 30 seconds West 999.65 feet to a concrete monument found, passing over an iron pin found at the end of

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213.21 feet, thence (19) South 52 degrees 46 minutes 30 seconds West 303.77 feet to intersect the second or curve to the left with a radius of 1,322.53 feet for a distance of 535.03 foot line of the parcel of land known as Jenifer Road which by deed dated November 14, 1935 and recorded among the Land Records aforesaid in Liber C.W.B., Jr. 971, Folio 215 was granted and conveyed by Cassandra Lee Arnold and Carrington G. Arnold, her husband, to the County Commissioners of Baltimore County, said point being distant 121.68 feet measured northwesterly along said curve from the beginning thereof, thence leaving the outlines of the deed from Speer, et ux, to Methodist Missionary and Church Extension Society of the Baltimore Districts, and also leaving the outlines of the firstly abovementioned deed from Speer, et ux, to Chapel Associates, and running and binding on the remainder of said second line of Arnold to the County Commissioners of Baltimore County and thence on part of the third line thereof, the two following courses and distances, viz: (20) northwesterly by a curve to the left with a radius of 1,322.53 feet for an arc distance of 413.35 feet (the arc of said curve being subtended by a long chord bearing North 46 degrees 49 minutes 17 seconds West 411.67 feet), thence (21) North 55 degrees 46 minutes 30 seconds West 705.40 feet to a point in Padonia Road and to intersect the twenty-first or North 85 degrees 56 minutes 28 seconds East 63.25 foot line of the firstly abovementioned deed from Speer, et ux, to Chapel Associates at a point 20.93 feet measured easterly along said line from the beginning

thereof and running thence running and binding in or near the center of Padonia Road and binding on the remainder of said twenty-first line and on the twenty-second through sixtieth and a part of the sixty-first line thereof, the forty-one following courses and distances, viz: (22) North 85 degrees 58 minutes 28 seconds East 34.32 feet, thence (23) North 76 degrees 38 minutes 01 second East 147.78 feet, thence (24) North 76 degrees 28 minutes 20 seconds East 483.65 feet, thence (25) North 79 degrees 34 minutes 50 seconds East 50.00 feet, thence (26) North 84 degrees 47 minutes 40 seconds East 50.00 feet, thence (27) South 86 degrees 16 minutes 10 seconds East 100.00 feet, thence (28) South 82 degrees 33 minutes 20 seconds East 250.00 feet, thence (29) South 80 degrees 08 minutes 20 seconds East 50.00 feet, thence (30) South 70 degrees 51 minutes 40 seconds East 50.00 feet, thence (31) South 60 degrees 07 minutes 20 seconds East 50.00 feet, thence (32) South 51 degrees 00 minutes 40 seconds East 50.00 feet, thence (33) South 49 degrees 14 minutes 50 seconds East 108.00 feet, thence (34) South 52 degrees 50 minutes 40 seconds East 50.00 feet, thence (35) South 60 degrees 36 minutes 10 seconds East 50.00 feet, thence (36) South 68 degrees 09 minutes 20 seconds East 50.00 feet, thence (37) South 71 degrees 17 minutes 30 seconds East 95.00 feet, thence (38) South 69 degrees 44 minutes 40 seconds East 130.00 feet, thence (39) South 78 degrees 13 minutes 00 seconds East 50.00 feet, thence (40) South 85 degrees 40 minutes 20 seconds East 50.00 feet, thence (41) South 88

degrees 26 minutes 10 seconds East 100.00 feet, thence (42) South 80
degrees 34 minutes 40 seconds East 148.00 feet, thence (43) South 86
degrees 40 minutes 40 seconds East 100.00 feet, thence (44) South 80
degrees 35 minutes 40 seconds East 50.00 feet, thence (45) South 73
degrees 01 minute 30 seconds East 50.00 feet, thence (46) South 68
degrees 24 minutes 00 seconds East 170.00 feet, thence (47) South 70
degrees 18 minutes 10 seconds East 105.00 feet, thence (48) South 72
degrees 00 minutes 50 seconds East 50.00 feet, thence (49) South 82
degrees 31 minutes 20 seconds East 50.00 feet, thence (50) North 86
degrees 13 minutes 40 seconds East 50.00 feet, thence (51) North 79
degrees 02 minutes 50 seconds East 50.00 feet, thence (52) North 76
degrees 47 minutes 40 seconds East 100.00 feet, thence (53) North 80
degrees 23 minutes 30 seconds East 50.00 feet, thence (54) North 85
degrees 13 minutes 30 seconds East 50.00 feet, thence (55) South 88
degrees 42 minutes 20 seconds East 50.00 feet, thence (56) South 81
degrees 09 minutes 00 seconds East 50.00 feet, thence (57) South 75
degrees 42 minutes 30 seconds East 50.00 feet, thence (58) South 72
degrees 50 minutes 30 seconds East 50.00 feet, thence (59) South 70
degrees 11 minutes 50 seconds East 100.00 feet, thence (60) South 75
degrees 23 minutes 00 seconds East 50.00 feet, thence (61) South 76
degrees 23 minutes 30 seconds East 50.00 feet, thence (62) South 82
degrees 10 minutes 20 seconds East 43.87 feet to the beginning of the
fourth or South 07 degrees 32 minutes East 578.21 foot line of that land

which was granted and conveyed by Frank J. Schmieder and Ann L. Schmieder, his wife, to Lawrence B. Holmes and Joyce D. Holmes, his wife, by deed dated August 1, 1986 and recorded among the Land Records aforesaid in Liber E.H.K., Jr. 7274, Folio 372, thence leaving the center of Fadonia Road aforesaid and running and binding on the fourth and fifth lines of said deed from Schmieder and also binding on the sixty-second and sixty-third lines of the firstly abovementioned deed from Speer, et ux, the two following courses and distances, viz: (63) South 15 degrees 52 minutes 35 seconds East 575.44 feet to a concrete monument found, thence (64) South 81 degrees 00 minutes 35 seconds East 248.80 feet (passing over a concrete monument found at the end of 248.44 feet) to intersect the sixth or North 15 degrees 48 minutes 20 seconds West 804.47 foot line of the abovementioned deed to Galway, Inc. at a point distant 231.28 feet measured northerly along said line from the beginning thereof, thence leaving said parcel conveyed by Frank J. Schmieder and running and binding reversely on a part of said sixth line and the fifth and fourth lines of said deed, and also on the sixty-fourth, sixty-fifth and sixty-sixth lines of the firstly abovementioned deed from Speer, et ux, the three following courses and distances, viz: (65) South 15 degrees 48 minutes 20 seconds East 231.28 feet to a stone found marked "TS", thence (66) South 69 degrees 03 minutes 40 seconds West 362.57 feet to a stone found under a large oak tree, thence (67) South 69 degrees 06 minutes 31 seconds West 982.22 feet to the point of beginning.

Containing 88.376 acres of land, more or less.

Subject to those portions of Padonia Road, Jenifer Road and Mays Chapel Road as now maintained for public use.

Subject also to the rights of Consolidated Gas Electric Light and Power Company of Baltimore as described in an agreement from Talbot T. Speer dated November 5, 1936 and recorded among the Land Records of Baltimore County, Maryland in Liber C.W.B., Jr. 985, Folio 394.

Subject also to the rights of Consolidated Gas Electric Light and Power Company of Baltimore as described in an agreement from Talbot T. Speer, et al, dated January 17, 1947 and recorded among the Land Records of Baltimore County, Maryland in Liber J.W.B. 1567, Folio 467.

Subject also to the rights of Consolidated Gas Electric Light and Power Company of Baltimore as described in an agreement from Talbot T. Speer, et al, dated June 28, 1948 and recorded among the Land Records of Baltimore County, Maryland in Liber T.B.S. 1691, Folio 38.

Being the same land which by deed dated November 10, 1978 and recorded among the Land Records of Baltimore County, Maryland in Liber E.H.K., Jr. 5957, Folio 693 was granted and conveyed by Talbot T. Speer and Jane Turner Speer, his wife, to Chapel Associates.



March 11, 1987

Our File No. 86064 (3D: L86064.2)

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PLEASE RETURN TO:
BAY STATE TITLE COMPANY
1 EAST REDWOOD STREET
SUITE 401
BALTIMORE, MD. 21202
301 - 539-5878

CHAPEL GATE HOMEOWNERS ASSOCIATION, INC.

AMENDMENT AND RESTATEMENT OF THE ASSOCIATION'S DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS AMENDMENT is made this 3rd day of September, 2003, by the undersigned owners of the fee simple and/or leasehold interests of the property hereafter described in the Chapel Gate Homeowners Association ("Association").

INC.

RECITALS:

WHEREAS, the undersigned (hereinafter referred to as "Lot Owners") are the owners of the fee simple and/or leasehold interests of at least 66 2/3% of the Chapel Gate community was created by the recordation of a Declaration on April 15, 1987, in Liber 7507 at Folio 9 in the land records of Baltimore County, Maryland, and has since been amended;

WHEREAS, the Association has determined that certain Sections in the Confirmatory Declaration of Covenants, Conditions and Restrictions of the Association ("Declaration") require amendment; and

WHEREAS, the amendments to the Declaration set forth herein were adopted by an affirmative vote of at least 66 2/3% of the homeowners, pursuant to Article XVIII, Section 1 of the Declaration, as amended.

NOW, THEREFORE, pursuant to Article XVIII, Section 1 of the Declaration, the Declaration is hereby amended and restated in its entirety as follows:

ARTICLE I

Section 1. Definitions. The following words, when used in this Declaration, shall have the following meanings:

- (a) "Association" shall mean and refer to Chapel Gate Homeowners Association, Inc., and its successors and assigns.
(b) The "Property" shall mean and refer to all property described in Article II hereof and such additions thereto as may hereafter be made pursuant to the provision of Article II.
(c) "Lot" shall mean and refer to all subdivided parcels or property on which a residence is proposed to be constructed (exclusive of the common areas and open spaces) which are part of the property.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 34980, p. 0404, MSA_CEG2_34836. Date available 05/22/2014. Printed 01/28/2015.

(d) "Common Areas" shall mean and refer to all real property and improvements, thereon owned or leased by the Association or otherwise available to the Association for the benefit, use and enjoyment by its members, to include without limitation all roads and rights of way for vehicular ingress and egress not dedicated to public use and accepted for maintenance by Baltimore County, Maryland.

(e) "Dwelling" shall mean and refer to any building or portion of a building situated upon the Property and designed and intended for use and occupancy as a residence by a single person of family.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated on the Property, including contract sellers, but excluding those having such interest solely as security for the performance of an obligation.

(g) "Declarant" or "Developer" or "Grantor" shall mean and refer to the Declarant hereinabove identified in the preamble to this Declaration, and its respective successors and assigns; provided, however, that the rights, reservations, easements, interest, exemptions, privileges and powers of the Declarant shall not inure to the benefit of or burden the successors and assigns of the Declarant, except to the extent that any of the rights, reservations, easements, interest, exemptions, privileges or powers of the Declarant are specifically assigned or transferred to any such successors or assigns by instrument in writing.

(h) "Open Spaces" shall mean such portion of the Property (including improvements thereto), and all interests therein (including without limitation, leasehold interests, easements, and any other interests), designated on the Record Plat as "Open Space"

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

government. As used in this Declaration the terms "holder" and "mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof.

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

(j) "Member" shall mean and refer to any person, group of persons, corporation, trust or other legal entity, or any combination thereof, who hold any class of membership in the Association.

(k) The "Project" and the "Community", as used in this Declaration, means that certain community being developed by the Declarant in Baltimore County, Maryland known as "CHAPEL GATE".

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

ARTICLE II

Section 1. Property subject to Declaration. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in Baltimore County, State of Maryland, and is more particularly described in "EXHIBIT A" attached hereto and by this reference made a part hereof.

ARTICLE III

Section 1. Membership. The Association shall have one class of voting membership, which shall be known as "Class A".

(a) There shall be 42 Class A memberships in the Association. With the exception of the Declarant, every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who is a record owner of a fee interest in any lot which is part of the premises described in Article II of

this Declaration, or which otherwise becomes subject by the covenants set forth in this Declaration to assessment by the Association, shall be a Class A member of the Association; provided, however, trust or other legal entity who holds such interest solely as security for the performance of an obligation shall not be a Class A member solely on account of such interest. Each Class A member shall be entitled to one (1) vote for each lot in which such member holds the interest required for Class A membership.

ARTICLE IV

Section 1. Member's Right of Enjoyment. Every member shall have a non-exclusive right and easement of enjoyment, in common with others, in and to the common and open areas and community facilities, and such non-exclusive right and easement shall be appurtenant to and shall pass with the fee title to every lot subject to the following:

(a) the right of the Association, in accordance with its Articles of Incorporation and By-Laws, and with the consent of two-thirds (2/3) of the then members of the Association, voting separately, to borrow money for the purpose of improving the common and open areas and community facilities in a manner designed to promote the enjoyment and welfare of the members and in aid thereof to mortgage any of the common and open areas and community facilities; and

(b) the right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosures; provided, however, that the same are in conformity with the other provisions of this Declaration; and

(c) the right of the Association to adopt reasonable rules respecting use of the common and open areas to reasonably limit the number of guest of members to the use of any facilities which are developed upon the property; and

(d) the right of the Association to suspend the voting rights and rights to use of the common and open areas for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of any of the published rules and regulation of the Association; and

(e) the right of the Association to dedicate or transfer all or any part of the common and open areas to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed by the members;

(f) the right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-way and easements for access or for the

construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Declarant or any other person; provided, however, that no such license, rights-of-way or easements shall be unreasonably and permanently inconsistent with the rights of the members to the use and enjoyment of the common areas.

Section 2. Delegation of Right of Use. Any member of the Association may delegate his rights to the use and enjoyment of the common and open areas to the members of his family who reside permanently with him and to his tenants, contract-purchasers, invitees and guest, all subject to such reasonable rules and regulations which the Association may adopt and uniformly apply and enforce.

Section 3. Limitations.

(a) Any other provision of this Declaration to the contrary notwithstanding, the Association shall have no right to suspend the right of any member of the Association to use any private streets and roadways upon the common and open areas for both vehicular and pedestrian ingress and egress to and from his lot.

(b) Any other provision of the Declaration to the contrary notwithstanding, the Association shall have no right to suspend the right of any member of the Association to use the common and open areas for necessary, ordinary and reasonable pedestrian ingress and egress to and from his lot, or to suspend any easement over the common and open areas for stormwater drainage, electrical energy, water, sanitary sewer, natural gas, CATV service, telephone service or similar utilities and services to the lots.

ARTICLE V

Section 1. Annual Maintenance Assessments. Except as assessments of the Declarant are limited by the provisions of Article VI of this Declaration, each person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who becomes a fee owner of a lot within the Property, (i.e., each Class A member of the Association), by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, a sum every six (6) months (hereinsewhere sometimes referred to as "maintenance assessments") equal to one-half (1/2) of the member's proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to, the following:

- (a) the cost of all operating expenses of the common and open areas and the services furnished to or in connection with the common and open areas, including charges by the Association for any services furnished by it; and
- (b) the cost of necessary management and administration of the common and open areas, including fees paid to any Management Agent; and
- (c) the amount of all taxes and assessments levied against the common and open areas; and
- (d) the cost of liability insurance on the common and open areas and the cost of such other insurance as the Association may effect with respect to the common and open areas; and
- (e) the cost of utilities and other services which may be provided by the Association, whether for the common and open areas or for the lot or both; and
- (f) the cost of maintaining, replacing, repairing, and landscaping the common and open areas, including, without limitation, maintenance of any stormwater detention basins or the like located upon the common or open areas and the cost of the maintenance of all pathways upon the property, together with such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith; and
- (g) the cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and a reserve for replacements.

The Board of Directors shall determine the amount of the maintenance assessments annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, annual assessments may be levied and collected on a quarterly, semi-quarterly or annual basis rather than on a monthly basis hereinabove provided for. Any Class A member may prepay one or more installments of any annual maintenance assessments levied by the Association, without premium or penalty.

The Board of Directors shall prepare, or cause the preparation of any annual operating budget for the Association which shall provide, without limitation, for the management, operating and maintenance of the common and open areas. The Board of Directors of the Association shall make reasonable efforts to fix the amount of the annual maintenance assessments against each lot for each assessment period at least thirty (30) days in advance in the beginning of such period and shall, at the time, prepare a roster of the lots and the annual maintenance assessments applicable thereto

which shall be kept in the office of the Association and shall be open to inspection by the owner upon reasonable notice to the Board. Written notice of the annual maintenance assessments shall thereupon be sent to the Class A members. The omission by the Board of Directors, before the expiration of any assessment period, to fix the amount of the annual maintenance hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any Class A member from the obligation to pay the annual maintenance assessment, or any installment thereof, for that or any subsequent assessment period; but the annual maintenance assessment fixed for the preceding period shall continue until a new maintenance assessment is fixed. No Class A member may exempt himself from liability for the maintenance assessments by abandonment of any lot belonging to him or by the abandonment of his right to the use and enjoyment of the common and open areas.

This Declaration contemplates that the Association shall have responsibility for maintenance and of the common and open areas and exterior of all units in accordance with Article VII, Section 8. The owner of any lot shall, at his own expense, maintain his dwelling, and any area contained therein, including fenced in areas, in good order, condition and repair, and in a clean, sightly and sanitary condition at all times.

Section 2. Special Maintenance Assessments. In addition to the regular maintenance assessments authorized by the Article, the Association may levy in any assessment year a special maintenance assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, extraordinary repair or replacement of a described capital improvement located upon or forming part of the common areas and/or open spaces, including necessary fixtures and personal property related thereto, or for such other purposes as the Board of Directors may consider appropriate; provided, however, that the levy of such assessment or assessments must be approved by a majority of the members of the association who are present at a special meeting duly called by the Board of Directors for this purpose. Nothing herein contained shall require the Association to levy equal assessments against all lots.

Section 3. Reserves for Replacements. The Association may establish and maintain a reserve fund for repairs and replacements of the common and open areas by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited with any banking institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America.

The reserve for replacement of the common and open areas may be expended only for the purpose of affecting the replacement, and for start-up expenses and operating contingencies of a non-recurring nature relating to the common and open areas. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any member in any such reserves shall be considered an appurtenance of his lot and shall not be separately withdrawn, assigned or transferred, or otherwise separated from the lot to which it appertains and shall be deemed to be transferred with such lot.

ARTICLE VI

Section 1. Non-Payment of Assessments. Any assessments levied pursuant to this Declaration, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon becomes a continuing lien upon the lot or lots belonging to the member against whom such assessment is levied and shall bind such lot of lots in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the member to pay such assessments shall, in addition, remain his personal obligation for the statutory period, and a suit to recover a money judgment for non-payment of any assessment levied pursuant to this Declaration, or any installment thereof, may be maintained without foreclosing or waiving the lien herein created to secure the same.

Any assessment levied pursuant to this Declaration, or any installment thereof, or any fine assessed for a failure to remove or abate a violation of the provisions hereof and of any rules and regulations adopted by the Architectural Review Committee, Landscape Review Committee or House Rules which is not paid within ten (10) days after it is due shall bear interest at the rate of sixteen per cent (16%) per annum and may, by resolution of the Board of Directors, subject the member obligated to pay same to the payment of such penalty or "late charge" as the Board may fix, and the Association may engage counsel to prepare and record a Notice of Lien among the Land Records of Baltimore County against the lot or lots owned by the member(s) in default pursuant to section 14-201 et seq. Real Property Article, Annotated Code of Maryland as amended from time to time and/or to bring a civil action against the defaulting member(s) obligated to pay same and to recover a judgment against them and to foreclose the lien so established (in the same manner prescribed by Maryland law for the foreclosure of Mortgages or Deeds of Trust containing an assent to decree) or to execute upon any judgment so entered; in either case the Association's claim shall include the assessment and/or fine plus interest, court costs and reasonable attorney's fees.

To the extent requested in writing so to do by any such mortgagee, the Association shall notify the holder of the first mortgage of any lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of thirty (30) days, and in any other case where the owner of such lot is in default with respect to the performance of any other obligation hereunder for a period in excess of sixty (60) days, but any failure to give such notice shall not affect the validity of the lien for any assessment levied pursuant to this Declaration, not shall any such failure affect any of the priorities established in this Article.

The Board of Director may post a list of members who are delinquent in the payment of any assessments or other fees which may be due the Association, including any installment thereof, which become delinquent, in any prominent location upon the Property.

Section 2. Assessment Certificates. The Association shall upon demand at any time furnish to any member liable for any assessment levied pursuant to this Declaration (or any other party legitimately interested in the same) a certificate in writing signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Ten Dollars (\$10.00) may be levied in advance by the Association for each certificate as delivered.

Section 3. Acceleration of Installments. Upon default in the payment of any one or more monthly installments of any assessment levied pursuant to this Declaration, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 4. Priority of Lien. Unless Maryland law provides otherwise, the lien established by this Declaration shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

- (a) general or special assessments for ad valorem real estate taxes on the lot ; and
- (b) the lien of any first Deed of Trust, Mortgage or similar security instrument encumbering title to the lot and recorded prior to the levy thereon of any regular or special maintenance assessment provided for in this Declaration or duly recorded after receipt of a written statement from the Board of Directors reflecting that payments on account of any such assessments were current as of the date of recordation of said Deed of Trust, Mortgage or similar security instrument.

Other provisions of this Declaration to the contrary notwithstanding, the lien of any assessment levied pursuant to this Declaration upon any lot shall be subordinate to the lien of any first Deed of Trust, Mortgage or other similar security instrument; provided, however, that such subordination shall apply only to assessments and installments thereof, which have become due and payable prior to a sale by the party foreclosing such Deed of Trust, Mortgage or similar security instrument or the effective date of any Deed or Assignment given and accepted in lieu of foreclosure. It is further provided that the holder of any Deed of Trust note, Mortgage or similar security instrument duly recorded against a lot which/who takes title and enters into possession of the lot pursuant to a foreclosure of such Deed of Trust, Mortgage or similar security instrument or any Deed or Assignment given and accepted in lieu of foreclosure, shall take title free of any claims for unpaid maintenance assessments levied against the lot which accrued prior to the date of the foreclosure sale or the effective date of any Deed or Assignment given and accepted in lieu of foreclosure except claims for a proportionate share of all maintenance assessments then unpaid among the lots upon the Property. Such foreclosure sale or Deed or Assignment given and accepted in lieu of foreclosure shall not, however, relieve the purchaser or grantee from liability for the payment of any regular or special maintenance assessments thereafter levied or from the lien herein created to secure the timely payment of such assessments, which said lien shall have the same legal effect and be enforced in the same manner as provided herein.

No amendment to this Section shall affect the rights of the holder of any first Deed of Trust, Mortgage or similar security instrument (or the indebtedness secured thereby), duly recorded against any lot prior to the recording of this Third Amended Declaration unless the holder thereof (or the indebtedness secured thereby) shall join in the execution hereof.

The Board of Director may, in its sole and absolute discretion, extend the provisions of this Section to the holders of secondary Deeds of Trust, Mortgages or similar security instruments (or the indebtedness secured thereby).

Section 5. Additional Default. Any recorded first mortgage secured on a lot on the Property shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby); but failure to include such a provision in any such mortgage shall not affect the validity of priority thereof, and the protection extended to the holder of such mortgage (or the indebtedness secured thereby) by reason of Section 4 of this Article shall not be altered, modified or diminished by reason of such failure.

Section 6. Commencement of Annual Assessments. Except as may be otherwise resolved by the Board of Directors of the Association, the annual

maintenance assessment for each Class A membership shall commence on the date a deed for the lot to which Class A membership is appurtenant is delivered by the Declarant to the member. Except as may be otherwise resolved by the Board of Directors of the Association, the annual maintenance assessment for each Class A membership appurtenant to a lot shall also commence on the date a deed for the lot to which such Class A membership is appurtenant is delivered by the Declarant to the member. The first monthly installment of each such annual assessment shall be made for the balance of the month during which a deed for the lot is delivered to the member and shall become due and payable and a lien on the date a deed for the lot is delivered to the member. Except as hereinelsewhere provided, the monthly installments of each such annual assessment for any lot for any month after the first month shall become due and payable and a lien on the first day of each successive month.

Section 7. Exempt Property. No portion of the common or open areas shall be subject to assessment of any kind by the Association.

ARTICLE VII

Section 1. Architectural Review Committee. Except for construction or development by, for or under contract with the Declarant, and except for any improvements to any lot or to the common and open areas accomplished by the Declarant concurrently with said construction and development, and except for purposes of proper maintenance and repair, no building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered or maintained upon the Property, nor shall any exterior addition to or change (including any change of paint color) or other alteration thereupon be made until the complete plans and specifications showing the locations, nature, shape, height, material, color, type of construction, and any other proposed form of change (including, without limitation, any other information specified by the Architectural Review Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and conformity with the design concept for the community by an Architectural Committee designated by the Board or Directors.

Subject to the same limitations as hereinabove provided for, it shall be prohibited to install, erect, attach, apply, paste, screw, nail, build, alter, remove or construct any exterior lighting, shades, screens, awnings, patio covers, fences, walls, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any improvements constructed upon any lot or upon any of the common areas, or to combine or otherwise join two or more dwellings or to partition the same after combination, or to remove or alter any windows or exterior doors of any dwelling, until the complete plans and specifications, showing the location, nature, shape, height, material color, type of construction and any other proposed form of change (including,

without limitation, any other information specified by the Architectural Review Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the community by the Architectural Review Committee designated by the Board of Directors.

Section 2. Architectural and Landscape Review Committees – Operations. The Board of Directors shall appoint an Architectural Review Committee and may, in its sole and absolute discretion, also appoint a Landscape Review Committee and shall delegate to either or both of these committees, as the case may be, full power and authority to (i) establish architectural policies and standards for all present and future dwellings erected on the property and to promulgate, adopt and publish rules and regulations for the enforcement of such policies and standards in the same manner as the restrictive covenants set forth in Section 7 of this article; (ii) establish landscaping policies and standards for lawns, gardens, trees, bushes, shrubs and other plantings on and upon the Property and to promulgate, adopt and publish rules and regulations for the enforcement of such policies and standards in the same manner as the restrictive covenants set forth in Section 7 herein; (iii) review, approve or deny owners' applications for permits to make changes, alterations, additions or deletions to the exterior of dwellings, the lawn and garden area of lots and common areas except as otherwise provided for hereinbelow; and (iv) inspect lots for compliance with the provisions of this Declaration and said rules and regulations and report violations thereof to the Board of Directors for appropriate action.

The Architectural Review Committee shall be charged with preserving the developers' scheme for the Property and shall have full and final authority over all matters regarding architectural standards and controls except as limited hereinbelow. The Landscape Review Committee, if and when appointed, shall be charged with protecting, preserving and enhancing the aesthetics, natural beauty and environment of the Property and shall have full and final authority over all matters regarding landscaping standards and controls except as limited hereinbelow. Each committee shall be composed of not less than five nor more than nine (but always an odd number) natural persons, each of whom shall be a member of the Association and shall be appointed for a term of one (1) year, but shall serve at the pleasure of the Board of Directors. The Board shall designate the chairperson of the Architectural Review Committee and Landscape Review Committee from among the members of the respective committees and shall have full power and authority to remove and appoint members as it sees fit. The chairperson shall, in turn, appoint a recording secretary from among the other members.

The Architectural Review Committee and Landscape Review Committee shall meet as required and applicants shall have no right to attend such meeting unless requested to do so by the chairperson. All proceedings shall be recorded in written

summary form by the recording secretary who shall preserve the record of all meetings. A quorum of at least one-half of the members including the chairperson shall be necessary for all meetings. An affirmative vote by a simple majority of the members shall be required to adopt or promulgate any rules or regulations and to approve any application for a permit to change, alter, add or delete the exterior of any dwelling, lawn or garden area of any lot or common area.

Section 3. Approvals, Etc.

(a) except as set forth hereinbelow no owner may proceed to make any change, alteration, addition or deletion to the exterior of any dwelling, lawn or garden area of a lot or common area without first obtaining a permit to do so from the Architectural Review Committee or the Landscape Review Committee as the case may be; all applications for such permits must be in writing on a form published by the respective committee and shall include as attachments the plans and specifications of the project, bill of materials, projected cost and estimated time for completion. In evaluating each application the Architectural Review Committee or Landscape Review Committee shall consider, among other things, the impact of the proposed change, alteration, addition or deletion upon the subject lot or common area and other lots and common areas of the property and adherence of the proposed nature, location, kind, shape, color and materials to the developers' scheme, to the end that no application shall be approved unless it is in compliance with the provisions of this Declaration as amended from time to time and such rules and regulations as may be promulgated or adopted by the Architectural or Landscape Review Committees and is in harmony with and unlikely to have an adverse impact upon other lots and common areas. The committees shall record their decisions on such applications in writing and shall send copies to the applicant and Board of Directors by regular mail within sixty (60) days of submission of the application.

(b) An applicant whose application is denied shall have the right to appeal the committee's decision to the Board of Directors, but unless an appeal is submitted to the Board of Directors in writing by the applicant within thirty (30) days after such mailing the committee's decision shall be final. On appeal the Board of Directors shall consider the application de novo and shall have full power and authority to approve or deny the application. The Board's decision must be in writing and shall be mailed to the applicant within sixty (60) days after receiving notice of the appeal. In the event the Board shall deny an application on appeal its decision shall be final and the application shall not be resubmitted by the same parties for at least one (1) full year from the decision date.

(c) However, in the event the issue involved in the application commands wide community interest the applicant shall have the right to seek a vote on the issue by the owners. To seek such a vote, the applicant shall submit to the Board of

Directors a Petition requesting that a special meeting of the owners be called in order to vote on this issue. Such Petition must be signed by at least twenty per cent (20%) of the 222 lots subject to the Declaration and submitted in accordance with Article III, Section 2 of the By-Laws. If a Special Meeting of the Membership is called, the Board of Directors and the applicant shall have the right to submit a one page statement of position in the voting/proxy package to the owners. In order to be approved, a majority of the 222 lots subject to the Declaration must vote in favor of the application. Such majority vote is binding on the Board of Directors.

Section 4. Limitations. Construction or additions, deletions, or alterations in accordance with a permit issued by the Architectural Review Committee, the Landscape Review Committee, the Board of Directors (following an appeal from either committee) or the membership of the Association pursuant to the provisions of this Article shall be commenced within three (3) months following the date on which the application for the permit is approved and shall be substantially completed within two (2) months following such commencement, or within such other period as may be specified by either Committee, the Board or the membership of and Association in the permit. In the event that construction is not commenced within this period, then the permit shall be conclusively deemed to have been revoked and a new application must be submitted in accordance with the provisions of this Article.

There shall be no deviation from the plans and specifications approved by either Committee, the Board or the membership of the Association without the prior written consent of the approving body. Approval of any particular plans and specifications or design shall in no way be construed as a waiver of the right of either Committee, the Board or the membership of the Association to disapprove such plans and specifications and/or any elements or features thereof in the event an application including them or any of them is subsequently submitted by another applicant or the same applicant under different circumstances.

Section 5. Certificate of Compliance. Upon the completion of any construction or alterations or other improvements or structure in accordance with plans and specifications approved by the Architectural Review Committee and members of the Association in accordance with the provisions of this Article, the Architectural Review Committee shall, at the request of the owners thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Architectural Review Committee and members of the Association, and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of the Declaration as may be applicable.

Section 6. Rules and Regulations, Etc. The Architectural Review Committee may from time to time adopt and promulgate such rules and regulations

regarding the form and content of plans and specifications to be submitted for approval and may publish and record such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details, fences, colors, set-backs, materials and other matters relative to architectural control and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The Architectural Review Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decision of the Architectural Review Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Committee (or by any policy, standards or guidelines established by the Committee) may appeal the decision of the Architectural Review Committee to the Board of Directors and, upon the request of such member, shall be entitled to a hearing before the Board of Directors of the Association.

Section 7. Prohibited Use and Nuisances. Except for the activities of the Declarant during the construction or development of the community, or except with the prior written approval of the Board of Directors of the Association or the Architectural Review Committee, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the common and open areas:

(a) No shop, retail or wholesale, or other kind of store, factory, saloon, beauty parlor, doctor's office or other office, professional or otherwise, or business house of any kind, no hospital, asylum or institution of any like or kindred nature, and no charitable institution shall be erected or maintained on the Property, but that the Property shall be used solely for residential purposes. No building shall be erected, altered, placed or permitted to remain on any part of the Property other than single family townhouses or other structures approved by the Association on the common areas.

(b) No dwelling shall be permitted on the Property, the floor area of the main structure of which exclusive of one-story open porches and garages, shall be less than 1,100 square feet for a two-story townhouse. All improvements shall be constructed in a traditional style and all such improvements shall be subject to the prior written consent and approval of the Declarant, which shall be given only after submission of plans and specifications and all other documentation and information requested by Declarant.

(c) Any part of the Property and any improvements now or hereafter erected thereon may, with the written consent and approval of the Declarant, be used for the purpose of a church, school, library, place of public assembly or community meetings and for any or all of the usual purposes and functions incidental to or connected with any or all of the foregoing, but no part of the Property or any improvements now or

hereafter erected thereon, shall be used for any of the aforesaid purposes set forth in this paragraph without the prior written consent and approval of the Declarant being first had and obtained.

(d) Real estate sales, management and/or construction offices may, with the written consent and approval of the Declarant, be erected, maintained and operated on any part of the Property and/or in any building or structure now or hereafter erected thereon, provided such offices are used or operated on a temporary basis in connection with the development of the Property or the construction of improvements thereon, or the management, rental or sale of any part thereof or any improvements which may be now or hereafter erected thereon, but no part of the Property or any part of any improvements set forth in this paragraph shall be so maintained without the prior written consent and approval of the Declarant being first had and obtained.

(e) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the aforesaid recorded Plat, and over the front and rear ten (10) feet of each Lot of the Property.

(f) No noxious or offensive trade or activity shall be carried on upon any lot or within any dwelling, nor shall anything be done therein or thereon, which may be or become an annoyance or nuisance to the neighborhood or other members. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such device as may be used exclusively for security purposes, shall be located, installed, or maintained upon the exterior of any dwelling or upon the exterior of any other improvements constructed upon any lot.

(g) The maintenance, keeping, boarding or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any lot (to include dwellings) and common areas except that this shall not be deemed to prohibit the keeping of dogs, cats and caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes and, provided, further, that such domestic pets are not a source of annoyance or nuisance to the community at large or any members of the Association. The Architectural Review Committee shall consider all complaints regarding pets and shall have full power and authority to conduct hearings to determine whether a particular pet is a source of annoyance to other members or a nuisance to the community, and its determination and recommendation shall be conclusive and binding upon the owner of the pet. Pets shall be attended at all times. No pet shall be permitted outdoors upon the property at any time unless held by a responsible person or on a leash controlled by a responsible person. Pets shall not be tethered to the exterior of any dwelling, deck, furniture, trees, shrubbery, stakes driven into the ground or to wire runs or leads at any time. Dog runs shall not be erected or maintained upon any lot. The Board of Directors shall have full power and authority to promulgate, adopt and publish such additional rules and regulations regarding pets as

it may deem necessary. In the event the Architectural Review Committee shall make a determination that an owner has violated the provisions of this section, such owner shall be liable to pay a fine as authorized by the Board of Directors.

(h) No burning of any trash and no accumulation of garbage or litter, lumber, scrap metal, refuse, bulk materials, waste, used building materials, or trash of any other kind shall be permitted on any lot.

(i) Except for parking within garages, and except as hereinelsewhere provided, no junk vehicle, unlicensed or inoperable motor vehicle, trailer, camper, recreational vehicle, van (except a van having a passenger car license), camp truck, house trailer, boat or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary or usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the common and open areas and community facilities) shall be kept upon the Property nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon.

(j) Trash and garbage shall not be permitted to remain in public view.

(k) No lot shall be divided or subdivided and no portion of any lot (other than the entire lot) shall be transferred or conveyed for any purpose. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Association, the Declarant or any other person for any purpose.

(l) No sound hardwood trees measuring in excess of six (6) inches in diameter two (2) inches above the ground shall be removed from any lot without written approval of the Association acting through the Architectural Review Committee or duly appointed subcommittee. No tree location which obstructs scenic views of sight-lines for vehicular traffic on public streets or on the Private Streets and Roadways. The Architectural Review Committee may from time to time adopt and promulgate such additional rules and regulations regarding the preservation of trees and other natural resources and wildlife as it may consider appropriate.

(m) No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run stable, outdoor clothes dryer or line, shed, swimming pool (above or below ground level), recreational structures, or other structures shall be erected, used or maintained on any lot at any time.

(n) Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional sign or signs as may be maintained by the Declarant, the Declarant's Realtor, or the Association, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any lot or dwelling, 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. Any such temporary real estate sign shall be removed promptly following the sale or rental of such dwelling. The provisions and limitations of this subsection shall not apply to any institutional first mortgagee of any lot who comes into possession of the lot by reason of any remedies provided by law or in such mortgage or as a result of any proceeding, arrangement, assignment or deed in lieu or foreclosure.

(o) No structure, planting or other material 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 unreasonably change, obstruct, or retard direction or flow of any drainage.

(p) No exterior radio or television tower, aerial or antenna for receipt or transmission, and satellite dishes shall be maintained upon any lot or common area unless it is in accordance with the rules and regulations promulgated by the Board of Directors and/or the Architectural Review Committee.

(q) No member shall make any private or exclusive or proprietary use of any of the common and open areas except with the specific approval of the Architectural Review Committee and the Association, and then only on a temporary basis, and no member shall engage or direct any employee of the Association on any private business of the member during the hours such employee is employed by the Association, nor shall any member direct, supervise, or in any manner attempt to assert control over any employee or the Association.

(r) All exterior lights shall utilize white or clear incandescent bulbs not exceeding the specifications of the manufacturer of the fixture but in no event shall any bulb exceed 100 watts.

Section 8. Exterior Modifications. Excepting wreaths on an owner's door, all exterior changes, including landscaping, lighting and paint color, to all dwellings shall be prohibited without first obtaining the consent, in writing, of the Architectural Review Committee and the Association, in accordance with this Article VII.

Section 9. Maintenance. The Association shall be responsible for the maintenance of all common and open areas, as designated on the Record Plat, as well as all exterior maintenance, including but not limited to, landscaping, sidewalks, painting

of Units, and the like. The Association shall not be responsible for maintenance of roofs or any interior items.

Section 10. Residential Use/Leasing. All dwellings shall be used for private residential purposes exclusively. Nothing contained in this Article; or elsewhere in this Declaration, shall be construed to prohibit the Declarant from the use of any lot or dwelling for promotional or display purposes, or as "model homes", a sales office, or the like.

Section 11. Lease Agreements. All lease agreements shall be in writing and submitted to the Board of Directors for approval. The minimum term of all lease agreements shall be one (1) year, and shall state that the lease agreement shall be subject to this Declaration.

Section 12. Decks. Any deck constructed upon lots in Sections 1 and 3 shall be surrounded by a vertical guard rail, with privacy fencing along no more than one side and shall not extend into the front or side yard. Such decks shall be twelve (12) feet by sixteen (16) feet in size. Decks constructed upon lots in Section 2 shall be constructed in accordance with plans approved by the Architectural Review Committee for the types of dwellings erected upon lots in Section 2. Steps running from the deck to ground level shall be permitted only if constructed in accordance with plans approved by the Architectural Review Committee.

Section 13. House Rules, etc. House rules such as may be promulgated or adopted from time to time by the Board of Directors for the use and enjoyment of the common area shall be in writing and published by mailing a copy to all members and posting in a conspicuous place upon such common areas. To the extent not inconsistent with the provisions of this Declaration, such house rules shall be enforced in accordance with Article VI hereof in the same manner as the restrictive covenants set forth in Section 7 of this Article and any rules and regulations promulgated, adopted and published by the Architectural Review Committee and Landscape Review Committee.

Section 14. Enforcement. Right To Remove or Abate Violations and Impose Fines. The Association acknowledges that without voluntary compliance with the covenants set forth herein its objective of preserving property values and amenities in the community cannot be realized. Nevertheless members of the Board of Directors, the Architectural Review Committee and the Landscape Review Committee shall have the right to enter upon and inspect any lot at all reasonable times for the purpose of ascertaining whether a violation of the restrictive covenants set forth in Section 7 of this Article and/or the Rules and Regulations promulgated or adopted by either Committee exists on such lot and neither the Association nor the members of the Board and either Committee or the agents or employees of any of these entities shall be deemed to have committed a trespass or other wrongful act by so doing.

Whenever a violation or attempted violation of the restrictive covenants, Rules and Regulations promulgated or adopted by either Committee and/or House Rules shall be discovered or otherwise reported to either Committee it shall promptly notify the Board of Directors. In order to correct the violation, the Board of Directors shall have the authority to issue a cease and desist letter, enter the property and correct the violation, seek an injunction against the violating parties, levy fines against the violating parties after notice and an opportunity to be heard at an Appeal Meeting, and take any other action authorized by Maryland law. In the event enforcement action is necessary, the violating parties shall be responsible for the reasonable costs and attorney's fees incurred by the Association. The amount of any unpaid fines, collection costs, attorney's fees and expenses of all kinds shall be the joint and several personal obligation of the violating parties and shall constitute a continuing lien upon such lot, which lien shall be deemed to run with and bind the land in the hands of such owner(s), their successors, personal representatives and assigns until paid and shall be collected like other assessments in accordance with Article VI hereof. The Board of Directors will publish a separate "Enforcement Policy for Violations of the Declaration, By-Laws and House Rules" which the Board may by resolution, revise and reissue from time to time as it deems necessary.

Article VIII

Section 1. Party Walls. Each wall which is built as part of the original construction of the dwellings upon the Property and placed on the dividing line between lots, or partly on one lot and partly on another, shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Repairs and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in equal shares. Nothing shall be done by any owner which impairs the structural integrity of any party wall or which diminishes the fire protection afforded by any party wall. No Owner shall use any party wall for any purpose which creates a hazard or nuisance for any other owner who makes use of the party wall.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use; without prejudice, however, or the right of any such owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Waterproofing. Notwithstanding any other provision of this Article, any owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

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

Section 6. Encroachments. If any portion of a party wall shall encroach upon any adjoining lot, or upon the common and open areas, by reason of reconstruction, 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.

Article IX

Section 1. Management Agent. The Board of Directors may employ for the Association a management agent or firm 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, including, without limitation:

(a) to establish (with the approval of the Board of Directors of the Association) and provide for the collection of the annual maintenance assessments and any other assessments provided for in this Declaration, and to provide for the enforcement of liens therefore in a manner consistent with law and the provisions of this Declaration, and

(b) to provide for the care, upkeep, maintenance and surveillance of the common and open areas and community facilities; and

(c) to designate, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the common and open areas and community facilities; and

(d) to promulgate (with the approval of the Board of Directors of the Association) and enforce such rules and regulations, and such restrictions and requirements, "house rules" or the like as may be deemed proper respecting the use of the common and open areas; and

(e) to provide or arrange to provide such other services (including legal and accounting services) for the Association as may be consistent with the law and the provisions of this Declaration.

Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated, with or without cause and without the payment of any termination fee, 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 2. 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 and open areas or, from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any member for loss or damage, b theft or otherwise, of articles which may be stored upon the common and open areas. No diminution or abatement of assessments, as hereinelsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvement to the common and open areas, 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 X

Section 1. Reservation of Easement Rights by the Declarant.

(a) The Declarant hereby reserves a non-exclusive easement and right-of-way in, through, over and across the common areas for the purpose of the storage of building supplies and materials, the installation, construction, maintenance, reconstruction and repair of sanitary sewer lines, water lines, cables, storm water detention ponds and similar facilities, storm drains and appurtenances to any of the same, and for all other purposes reasonably related to the completion of construction and development of the project and the provision of utility services, and related services and facilities, whether public or private, to the land and premises described on "EXHIBIT B" attached hereto. Any and all grants made shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instruments. At the request in writing of the Declarant, the Association shall from time to time execute, acknowledge and deliver to the Declarant such further assurances of this reservation as may be necessary.

(b) The Declarant hereby reserves the absolute right to grant easements and rights-of-way, both temporary and permanent, over the common and open areas, to any and all governmental and quasi-governmental authorities and to any and all public utilities.

Section 2. Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such other licenses, easements and rights of way over the common and open areas for sewer lines, water lines, electrical cables, telephone cables, CATV, gas lines, storm water detention ponds and similar facilities, storm drains, cables, underground conduits and such other purposes related to the provision for utilities and similar services to the land and premises described in "EXHIBIT B" attached to this Declaration as may be considered necessary and appropriate by the Board of Directors of the Association or by the Declarant for the orderly maintenance, preservation and enjoyment of the common and open areas, and for the preservation of the health, safety, convenience and welfare of the members of the Association or the Declarant.

Section 3. Easement to Baltimore County, Maryland. The Declarant hereby grants to Baltimore County, Maryland, a municipal body corporate, its agents and contractors, a non-exclusive easement and right-of-way in, through, over and across the common and open areas for all purposes reasonably associated with the inspection, operation, installation construction, reconstruction, maintenance or repair of any stormwater management facilities constructed upon the Property, and in the event that, after reasonable notice to the Association by Baltimore County, Maryland, the Association shall fail to maintain any stormwater management facility constructed upon the Property in accordance with the applicable laws and regulations, then Baltimore County, Maryland may do and perform all necessary repair and maintenance work and may assess the Association for the cost of the work and any applicable penalties. The Association shall indemnify and save Baltimore County, Maryland harmless from any and all claims or damages to persons or property arising in connection with the installation, construction, maintenance, repair, operation or use of any stormwater management facility constructed upon the Property.

Article XI

Section 1. Annexation. Additional land within the areas described in Exhibit "C", attached hereto and made a part hereof, may be annexed in whole or in part from time to time by the Declarant, its successors and assigns, without the consent of members within ten (10) years from the date of the recording of this Declaration. The Declarant shall have no obligation to annex any of such land. Other land may be annexed which is not described in Exhibit "C", or which is described in Exhibit "C", but which was not annexed in the said ten (10) year period, but only upon the approval of

two-thirds (2/3) of the Class A and Class B members voting in person or by proxy at the meeting at which such approval is sought. If any Lot is security for any mortgage or deed of trust insured by the Federal Housing Administration (FHA) or the Veterans Administration (VA), as long as there is a Class B member, the approval of the FHA and/or VA, as the case may be, shall be required prior to the annexation of any additional land. The annexation authorized hereunder shall be made by filing or record, from time to time, one or more supplemental Declarations of Covenants, Conditions and Restrictions with respect to the additional land, which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such land, which land shall thereupon become part of the Property. Upon the filing of any Supplemental Declaration, Owners of Lots situated on the annexed land shall be subject to the same obligations and entitled to the same privileges, as applied to the Owners of Lots in the initial Property.

If any Lot is security for any mortgage or deed of trust insured by the FHA or the VA, additional land which is described in Exhibit C may be annexed by the Declaration without the consent of the Class A members within ten (10) years of the date of this Declaration, provided that the FHA or the VA determines that the annexation is in accord with the general plan heretofore approved by them.

ARTICLE XII

Section 1. Cross Easements. Declarant reserves the right to subject the Common Areas and Common Utilities to easements for use in common with others of all or portions of the Property, but said Common Areas and Common Utilities at all times may be used only for the purposes as provided in this Declaration. No grant of such an easement shall take place more than twenty (20) years following the date hereof.

Notwithstanding anything in this Declaration to the contrary, Declarant being the owner of all the property described in Exhibits "A" and "C", hereby reserves the right to subject the property described in Exhibit "C" to easements for the benefit of the property described in Exhibit "A", and subject the property described in Exhibit "A" to easements for the benefit of the property described in Exhibit "C", the scope of such reservations being solely to establish pedestrian and vehicular ingress and egress easements and utility easements across, within, over and upon the respective properties. The reservations described in this paragraph shall be deemed exercised and the cross easements aforesaid shall ipso facto exist, without the necessity of the execution of any further instruments, at the time and date when the Common Areas of the Property are, conveyed to the Association pursuant to section 3 of Article II; however, that such conveyance shall occur within twenty (20) years of the date of recordation of this Declaration.

ARTICLE XIII

Section 1. Amendment. Subject to the other limitations set forth in this Declaration, this Declaration may be amended by an instrument executed and acknowledged by a majority of the Class A members of the Association, which instrument shall be recorded among the Land Records for the jurisdiction in which this Declaration is recorded, unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording.

Section 2. Duration. Unless amended in accordance with the provisions of Section 1 of this Article and the other requirements of this Declaration, and except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date of recordation of this Declaration, after which the said covenants shall be automatically extended for successive periods of ten (10) years each.

Section 3. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the community. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages or both, and against any lot to enforce the lien created hereby; and the failure or forbearance by the Association or the owner of any lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The provisions hereof may be enforced, without limitation, by the Association, by any owner or any mortgagee of any lot which becomes subject to the provisions hereof, and by any other person, firm, corporation or other legal entity who has any right to the use of any of the common and open areas and community facilities owned by the Association.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any other within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

Section 4. Successors of Declarant. Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant hereunder, or

any part of them, may be assigned and transferred (exclusively or non-exclusively) by the Declarant by instrument in writing, with or without notice to the Association.

Section 5. Incorporation by Reference on Resale. In the event any owner sells or otherwise transfers any lot, any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and liens set forth in this Declaration.

Section 6. Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postage paid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

Section 7. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any common and open areas by any public or municipal agency, authority or utility, and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the common and open areas.

Section 8. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

Section 9. Consents. Any other provisions of this Declaration to the contrary notwithstanding, neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of the holders of at least two-thirds (2/3) of the first mortgages of record on the lots:

- (a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and community facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the common and open areas by the members of the Association shall not be considered a transfer within the meaning of this Section; or
- (b) abandon or terminate this Declaration; or
- (c) modify the method of determining and collecting common expense assessments or other assessments as provided for in this Declaration; or

- (d) resolve to use the proceeds of casualty insurance for any purpose other than the repair, replacement or reconstruction of the common and open areas; or
- (e) modify or amend any material or substantive provisions of this Declaration or the By-Laws of the Association.

Section 10. Additional Rights of Mortgagees to Notice. No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to this Declaration except after ten (10) days' written notice to the holder of the first mortgage on the lot which is the subject matter of such suit or proceeding.

Any institutional first mortgagee of any lot upon the Property may pay any taxes, utility charges or other charge levied against the common and open area which are in default and which may or have become a charge or lien against any of the common and open areas, and any such institutional first mortgagee may pay any overdue premiums on any hazard insurance policy or secure new hazard insurance coverage on the lapse of any policy, with respect to the

common and open areas. Any first mortgagee who advances any such payment shall be due immediate reimbursement of the amount so advanced from the Association.

Section 11. Casualty Losses. In the event of substantial damage or destruction to any of the common and open areas, the Board of Directors of the Association shall give prompt written notice of such damage or destruction to the holders of all first mortgages of record on the lots. No provision of this Declaration or the By-Laws of the Association shall entitle any member to any priority over the holder of any first mortgage of record on his lot with respect to the destruction to such member of any insurance proceeds paid or payable on account of any damage or destruction of any of the common and open areas.

Section 12. Condemnation or Eminent Domain. In the event any part of the common and open areas is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors of the Association shall give prompt written notice of any such proceeding or proposed acquisition to the holders of all first mortgages of record on the lots. No provision of this Declaration or the By-Laws of the Association shall entitle any member to any priority over the holder of any first mortgage of record on his lot with respect to the distribution to such member of the proceeds of any condemnation or settlement relating to a taking of any of the common and open areas.

Section 13. Amendment Authority. This Declaration may be amended at any time, but all amendments to the Declaration, to be effective, must be signed on behalf of the Association and by the owners of a majority of the 222 lots subject to this Declaration and be duly recorded among the Land Records of Baltimore County. The joinder of Mortgagees in any such amendment to Declaration shall not be necessary.

Section 14. Captions and Genders. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

IN WITNESS WHEREOF, this Amendment has been signed by the President of the Association on the date first set forth above.

CHAPEL GATE HOMEOWNERS ASSOCIATION, INC.

By: Brian M. Fitee
President

State of Maryland)
) ss:
Baltimore County)

I hereby certify, that on this 2nd day of September, 2003, before the subscriber, a Notary Public, personally appeared Bruce McEntee, the President of Chapel Gate Homeowners Association, Inc. and acknowledged the foregoing Amendment to be the act of Chapel Gate Homeowners Association, Inc.

Cynthia McEntee
Notary Public

My commission expires: 3/20/05



CYNTHIA McENTEE
Notary Public, State of Maryland
City of Baltimore
My Commission Expires March 20, 2005

Reviewed for compliance with
Baltimore County Code
Section(s) 26-214(b) only.
Not reviewed for compliance
with any other Baltimore County
requirements.

Jayal Ste 11-14-03
Assistant County Attorney
Baltimore County Office of Law

0034980 439

DAFF-McCUNE-WALKER, INC.

200 East Pennsylvania Avenue
Towson, Maryland 21204
Telephone: 301-296-3333
Land Planning Consultants
Landscape Architects
Engineers & Surveyors

Description

5.414 Acre Parcel, Portion Of Chapel Associates Limited Partnership Property, North Side Of Jenifer Road, Southeast Of Padonia Road, Eighth Election District, Baltimore County, Maryland.

Beginning for the same at a stone marked "TS" found at the end of the first or South 29 degrees 07 minutes 30 seconds East 316.19 foot line of that land which by deed dated November 10, 1976 and recorded among the Land Records of Baltimore County in Liber E.H.K., Jr. 5937, Folio 693 was granted and conveyed by Talbot T. Speer and Jane Turner Speer, his wife, to Chapel Associates, thence leaving said stone and running and binding on the second, third, fourth and part of the fifth lines of the aforesaid deed referring all courses of this description to the Grid Meridian as established in the Baltimore County Metropolitan District the four following courses and distances, viz: (1) South 17 degrees 11 minutes 38 seconds West passing over a stone marked "TB" found at 17.99 feet from the end of the line now being described in all 626.76 feet to a point in or near the centerline of Jenifer Road as now laid out and existing, thence running and binding in the center of Jenifer Road, (2) North 57 degrees 12 minutes 09 seconds West 244.45 feet to a point, thence (3) North 56 degrees 46 minutes 02 seconds West 100.03 feet to a point, and thence (4) North 56 degrees 39 minutes 49 seconds West 76.96 feet to a point, thence leaving the center of Jenifer Road and the aforesaid fifth line and running for lines of division through the land described in the aforesaid deed of which the parcel now being described

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EXHIBIT A

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is a part, the six (6) following courses and distances, viz: (5) North 32 degrees 46 minutes 05 seconds East 223.76 feet to a point, thence (6) North 44 degrees 06 minutes 35 seconds West 85.36 feet to a point, thence (7) North 06 degrees 03 minutes 37 seconds West 115.42 feet to a point, thence (8) North 25 degrees 50 minutes 00 seconds East 166.00 feet to a point, thence (9) North 70 degrees 18 minutes 57 seconds East 100.89 feet to a point, and thence (10) South 81 degrees 55 minutes 00 seconds East 216.20 feet to intersect the aforesaid first line of the aforesaid deed, thence running and binding on a part of said first line, (11) South 29 degrees 05 minutes 52 seconds East 139.10 feet to the point of beginning.

Containing 5.114 acres of land, more or less, according to a survey made by Daft-McCune-Walker, Inc. in December, 1986.

Subject to that portion of Jenifer Road as now maintained for public use.

Subject also to the rights of Consolidated Gas Electric Light and Power Company of Baltimore as described in an agreement from Talbot T. Speer, et al, dated January 17, 1947 and recorded among the Land Records of Baltimore County, Maryland in Liber J.W.B. 1567, Folio 467.

Subject also to the rights of Consolidated Gas Electric Light and Power Company of Baltimore as described in an agreement from Talbot T. Speer, et al, dated June 28, 1948 and recorded among the Land Records of Baltimore County, Maryland in Liber T.B.S. 1691, Folio 38.

0034980 435

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 34980, p. 0435, MSA_CEE2_34836. Date available 05/22/2014. Printed 01/28/2015.

Being the same land which by deed dated November 10, 1978 and recorded among the Land Records of Baltimore County, Maryland in Liber E.H.K., Jr. 5957, Folio 693 was granted and conveyed by Talbot T. Speer and Jane Turner Speer, his wife, to Chapel Associates.



March 10, 1987

Doc File No. 86064 (JD: L86064.J)

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DAFT-McCUNE-WALKER, INC.

200 East Pennsylvania Avenue
Towson, Maryland 21204
Telephone: 301-296-3333
Land Planning Consultants
Landscape Architects
Engineers & Surveyors

Description

93.790 Acre Parcel, Property Of Chapel Associates, South Side Of Padonia Road And East Of Jenifer Road, Eighth Election District, Baltimore County, Maryland.

Beginning for the same at a stone marked "TS" found at the beginning of that land (the land herein described being the same land) which by deed dated November 10, 1978 and recorded among the Land Records of Baltimore County, Maryland in Liber E.H.K., Jr. 3957, Folio 693 was granted and conveyed by Talbot T. Spear and Jane Turner Spear, his wife, to Chapel Associates, said stone also being at the end of the third or North 29 degrees 07 minutes 50 seconds West 316.19 foot line of that land which by deed dated October 5, 1976 and recorded among the Land Records aforesaid in Liber E.H.K., Jr. 3683, Folio 108 was granted and conveyed by James Keelty, Jr., et al, trading as Hays Chapel Village to Galway, Inc., thence leaving said point of beginning and for the sixteen (16) following courses and distances binding on the first through fifteenth and a part of the sixteenth lines of the aforementioned deed to Chapel Associates and, for the two (2) following courses and distances binding, reversely on the third through first lines, inclusive, of the aforementioned deed to Galway, Inc. with all courses in this description referring to the meridian established by the Baltimore County Metropolitan District, the two following courses and distances, viz:
(1) South 29 degrees 05 minutes 52 seconds East 318.27 feet to a stone marked "TS" found, thence (2) South 17 degrees 11 minutes 58 seconds West 626.76 feet to a point in or near the centerline of Jenifer Road as now

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EXHIBIT B

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BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 34980, p. 0437, MSA_CE62_34836. Date available 05/22/2014. Printed 01/28/2015.

laid out and existing, thence leaving the outlines of the Galway parcel and running and binding in the center of Jenifer Road the nine (9) following courses and distances, viz: (3) North 57 degrees 12 minutes 09 seconds West 244.45 feet, thence (4) North 56 degrees 46 minutes 02 seconds West 100.03 feet, thence (5) North 56 degrees 39 minutes 49 seconds West 254.67 feet, thence (6) North 55 degrees 00 minutes 56 seconds West 99.96 feet, thence (7) North 31 degrees 34 minutes 40 seconds West 50.05 feet, thence (8) North 47 degrees 22 minutes 33 seconds West 50.01 feet, thence (9) North 42 degrees 02 minutes 31 seconds West 51.01 feet, thence (10) North 37 degrees 58 minutes 44 seconds West 48.97 feet, thence (11) North 33 degrees 26 minutes 43 seconds West 541.89 feet to the southwestern corner of the firstly described parcel of the land which by deed dated October 15, 1961 and recorded among the Land Records aforesaid in Liber E.B.K., Jr. 6388, Folio 167 was granted and conveyed by the Trustees of the Baltimore Conference of the United Methodist Church, Inc. to United Methodist Missionary and Church Extension Society of the Annapolis and Baltimore Districts, Inc., thence leaving the center of Jenifer Road and running and binding on the southern and eastern outlines of said parcel the two (2) following courses and distances, viz: (12) North 62 degrees 41 minutes 33 seconds East 92.05 feet to a fence corner there situate, thence binding along said fence and a prolongation thereof, (13) North 31 degrees 10 minutes 38 seconds West 161.58 feet to a point on the south

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side of Mays Chapel Road and so intersect the fourth or North 71-1/2 degrees East 12.8 perch line of the secondly described parcel in the aforementioned deed to United Methodist Missionary and Church Extension Society of the Annapolis and Baltimore Districts, Inc., thence leaving said firstly described parcel and running and binding along the south side of Mays Chapel Road and in part binding on said fourth line of said second parcel and in part reversely on the eighth or South 73 degrees 13 minutes West 30.00 foot line of the land which by deed dated December 26, 1963 and recorded among the Land Records aforesaid in Liber R.R.G. 4248, Folio 103 was granted and conveyed by Talbot T. Spear and Jane Turner Spear to Methodist Missionary and Church Extension Society of the Baltimore Districts, (14) North 64 degrees 56 minutes 30 seconds East 174.63 feet, thence crossing Mays Chapel Road and running and binding reversely on the seventh and a part of the sixth lines of the lastly abovementioned conveyance, the two following courses and distances, viz: (15) North 30 degrees 23 minutes 30 seconds West 999.65 feet to a concrete monument found, passing over an iron pin found at the end of 213.21 feet, thence (16) South 52 degrees 46 minutes 30 seconds West 303.77 feet to intersect the second or curve to the left with a radius of 1,322.53 feet for a distance of 335.03 foot line of the parcel of land known as Jenifer Road which by deed dated November 14, 1935 and recorded among the Land Records aforesaid in Liber C.W.S., Jr. 971, Folio 215 was granted and conveyed by Cassandra Lee Arnold and Carrington G. Arnold,

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her husband, to the County Commissioners of Baltimore County, said point being distant 121.68 feet measured northwesterly along said curve from the beginning thereof, thence leaving the outlines of the deed from Speer, et ux, to Methodist Missionary and Church Extension Society of the Baltimore Districts, and also leaving the outlines of the firstly abovementioned deed from Speer, et ux, to Chapel Associates, and running and binding on the remainder of said second line of Arnold to the County Commissioners of Baltimore County and thence on part of the third line thereof, the two following courses and distances, viz: (17) northwesterly by a curve to the left with a radius of 1,322.53 feet for an arc distance of 413.35 feet (the arc of said curve being subtended by a long chord bearing North 46 degrees 49 minutes 17 seconds West 411.67 feet), thence (18) North 55 degrees 46 minutes 30 seconds West 705.40 feet to a point in Padonia Road and to intersect the twenty-first or North 05 degrees 56 minutes 28 seconds East 83.25 foot line of the firstly abovementioned deed from Speer, et ux, to Chapel Associates at a point 78.93 feet measured easterly along said line from the beginning thereof and running thence running and binding in or near the center of Padonia Road and binding on the remainder of said twenty-first line and on the twenty-second through sixtieth and a part of the sixty-first line thereof, the forty-one following courses and distances, viz: (19) North 85 degrees 58 minutes 28 seconds East 34.32 feet, thence (20) North 76 degrees 38 minutes 01 second East 147.78 feet, thence (21) North 76

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degrees 28 minutes 20 seconds East 483.63 feet, thence (22) North 79
degrees 34 minutes 50 seconds East 50.00 feet, thence (23) North 86
degrees 47 minutes 40 seconds East 50.00 feet, thence (24) South 86
degrees 16 minutes 10 seconds East 100.00 feet, thence (25) South 82
degrees 33 minutes 20 seconds East 250.00 feet, thence (26) South 80
degrees 08 minutes 20 seconds East 50.00 feet, thence (27) South 70
degrees 51 minutes 40 seconds East 50.00 feet, thence (28) South 60
degrees 07 minutes 20 seconds East 50.00 feet, thence (29) South 51
degrees 00 minutes 40 seconds East 50.00 feet, thence (30) South 49
degrees 14 minutes 50 seconds East 100.00 feet, thence (31) South 52
degrees 30 minutes 40 seconds East 50.00 feet, thence (32) South 60
degrees 36 minutes 10 seconds East 50.00 feet, thence (33) South 68
degrees 09 minutes 20 seconds East 50.00 feet, thence (34) South 71
degrees 17 minutes 30 seconds East 95.00 feet, thence (35) South 69
degrees 44 minutes 40 seconds East 130.00 feet, thence (36) South 78
degrees 13 minutes 00 seconds East 50.00 feet, thence (37) South 85
degrees 40 minutes 20 seconds East 50.00 feet, thence (38) South 88
degrees 26 minutes 10 seconds East 100.00 feet, thence (39) South 80
degrees 34 minutes 40 seconds East 148.00 feet, thence (40) South 86
degrees 40 minutes 40 seconds East 100.00 feet, thence (41) South 80
degrees 33 minutes 40 seconds East 50.00 feet, thence (42) South 73
degrees 01 minute 30 seconds East 50.00 feet, thence (43) South 66
degrees 24 minutes 00 seconds East 170.00 feet, thence (44) South 70

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BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 34980, p. 0441, MSA_CE62_34836. Date available 05/22/2014. Printed 01/28/2015.

degrees 18 minutes 10 seconds East 105.00 feet, thence (45) South 72
degrees 00 minutes 30 seconds East 50.00 feet, thence (46) South 82
degrees 31 minutes 20 seconds East 50.00 feet, thence (47) North 86
degrees 13 minutes 40 seconds East 50.00 feet, thence (48) North 79
degrees 02 minutes 30 seconds East 50.00 feet, thence (49) North 76
degrees 47 minutes 40 seconds East 100.00 feet, thence (50) North 80
degrees 23 minutes 30 seconds East 50.00 feet, thence (51) North 85
degrees 13 minutes 30 seconds East 30.00 feet, thence (52) South 88
degrees 42 minutes 20 seconds East 50.00 feet, thence (53) South 81
degrees 09 minutes 00 seconds East 50.00 feet, thence (54) South 75
degrees 42 minutes 30 seconds East 50.00 feet, thence (55) South 72
degrees 50 minutes 30 seconds East 50.00 feet, thence (56) South 70
degrees 11 minutes 50 seconds East 100.00 feet, thence (57) South 75
degrees 23 minutes 00 seconds East 50.00 feet, thence (58) South 76
degrees 23 minutes 30 seconds East 50.00 feet, thence (59) South 82
degrees 10 minutes 20 seconds East 43.87 feet to the beginning of the
fourth or South 07 degrees 32 minutes East 578.21 foot line of that land
which was granted and conveyed by Frank J. Schmieder and Ann L.
Schmieder, his wife, to Lawrence B. Holmes and Joyce D. Holmes, his wife,
by deed dated August 1, 1986 and recorded among the Land Records
aforesaid in Liber E.H.K., Jr. 7274, Folio 372, thence leaving the center
of Padonia Road aforesaid and running and binding on the fourth and fifth

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lines of said deed from Schmieder and also binding on the sixty-second and sixty-third lines of the firstly abovementioned deed from Spier, et ux, the two following courses and distances, viz: (60) South 15 degrees 52 minutes 35 seconds East 375.44 feet to a concrete monument found, thence (61) South 81 degrees 00 minutes 35 seconds East 248.80 feet (passing over a concrete monument found at the end of 248.44 feet) to intersect the sixth or North 15 degrees 46 minutes 20 seconds West 804.47 foot line of the abovementioned deed to Galway, Inc. at a point distant 231.28 feet measured northerly along said line from the beginning thereof, thence leaving said parcel conveyed by Frank J. Schmieder and running and binding reversely on a part of said sixth line and the fifth and fourth lines of said deed, and also on the sixty-fourth, sixty-fifth and sixty-sixth lines of the firstly abovementioned deed from Spier, et ux, the three following courses and distances, viz: (62) South 15 degrees 48 minutes 20 seconds East 231.28 feet to a stone found marked "T8", thence (63) South 69 degrees 03 minutes 40 seconds West 362.37 feet to a stone found under a large oak tree, thence (64) South 69 degrees 06 minutes 31 seconds West 982.22 feet to the point of beginning.

Containing 93.790 acres of land, more or less.

Subject to those portions of Padonia Road, Jenifer Road and Mays Chapel Road as now maintained for public use.

Subject also to the rights of Consolidated Gas Electric Light and Power Company of Baltimore as described in an agreement from Tolbot T.

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BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 34980, p. 0443, MSA_CE62_34836. Date available 05/22/2014. Printed 01/28/2015.

Speer dated November 5, 1936 and recorded among the Land Records of Baltimore County, Maryland in Liber C.W.B., Jr. 985, Folio 394.

Subject also to the rights of Consolidated Gas Electric Light and Power Company of Baltimore as described in an agreement from Talbot T. Speer, et al, dated January 17, 1947 and recorded among the Land Records of Baltimore County, Maryland in Liber J.W.B. 1567, Folio 467.

Subject also to the rights of Consolidated Gas Electric Light and Power Company of Baltimore as described in an agreement from Talbot T. Speer, et al, dated June 28, 1948 and recorded among the Land Records of Baltimore County, Maryland in Liber T.B.S. 1691, Folio 38.

Being the same land which by deed dated November 10, 1978 and recorded among the Land Records of Baltimore County, Maryland in Liber E.B.K., Jr. 5957, Folio 693 was granted and conveyed by Talbot T. Speer and Jane Turner Speer, his wife, to Chapel Associates.



December 9, 1986
Our File No. 86064 (LB: 186064.1)

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0034980 444

DAFT-McCUNE-WALKER, INC.

200 East Pennsylvania Avenue
Towson, Maryland 21204
Telephone: 301-286-3333

Land Planning Consultants
Landscape Architects
Engineers & Surveyors

Description

88.376 Acre Parcel, Portion Of Chapel Associates Limited Partnership
Property, South Side Of Yvonia Road And East Of Jenifer Road, Eighth
Election District, Baltimore County, Maryland.

Beginning for the same at a stone marked "73" found at the beginning
of that land (the land herein described being the same land) which by
deed dated November 10, 1978 and recorded among the Land Records of
Baltimore County, Maryland in Liber B.N.K., Jr. 3957, Folio 690 was
granted and conveyed by Talbot T. Speer and Jane Turner Speer, his wife,
to Chapel Associates, said stone also being at the end of the third or
North 29 degrees 07 minutes 50 seconds West 318.19 foot line of that land
which by deed dated October 5, 1976 and recorded among the Land Records
aforesaid in Liber B.N.K., Jr. 5683, Folio 108 was granted and conveyed
by James Kealty, Jr., et al, trading as Mays Chapel Village, to Galway,
Inc., thence leaving said point of beginning and binding on part of the
first line of the aforementioned deed to Chapel Associates and, binding
reversely on part of the third line of the aforementioned deed to Galway,
Inc. with all courses in this description referring to the meridian,
established by the Baltimore County Metropolitan District, (1) South 29
degrees 05 minutes 52 seconds East 179.09 feet to a point, thence leaving
said line and running for lines of division through the land described in
the aforementioned deed to Chapel Associates the six (6) following
courses and distances, viz: (2) North 81 degrees 55 minutes 00 seconds
West 216.30 feet to a point, thence (3) South 70 degrees 18 minutes 57
seconds West 100.89 feet to a point, thence (4) South 25 degrees 30

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EXHIBIT C

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minutes 00 seconds West 166.00 feet to a point, thence (5) South 06 degrees 03 minutes 37 seconds East 115.42 feet to a point, thence (6) South 44 degrees 06 minutes 35 seconds East 85.36 feet to a point, and thence (7) South 32 degrees 48 minutes 05 seconds West 223.76 feet to a point in or near the centerline of Jenifer Road as now laid out and existing, said point being on the fifth or North 56 degrees 41 minutes 47 seconds West 254.67 foot line of the aforementioned deed to Chapel Associates, thence leaving said point and running and binding on part of said fifth line and on the sixth through the eleventh lines of said deed to Chapel Associates and running and binding in the center of Jenifer Road the seven (7) following courses and distances, viz: (8) North 56 degrees 39 minutes 49 seconds West 225.71 feet, thence (9) North 55 degrees 00 minutes 56 seconds West 99.96 feet, thence (10) North 51 degrees 34 minutes 46 seconds West 50.05 feet, thence (11) North 47 degrees 22 minutes 33 seconds West 50.01 feet, thence (12) North 42 degrees 02 minutes 31 seconds West 31.01 feet, thence (13) North 37 degrees 58 minutes 44 seconds West 48.97 feet, thence (14) North 33 degrees 26 minutes 45 seconds West 341.89 feet to the southwestern corner of the firstly described parcel of the land which by deed dated October 15, 1981 and recorded among the Land Records aforesaid in Liber E.H.K., Jr. 6388, Folio 167 was granted and conveyed by the Trustees of the Baltimore Conference of the United Methodist Church, Inc. to United Methodist Missionary and Church Extension Society of the Annapolis and

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Baltimore Districts, Inc., thence leaving the center of Jenifer Road and running and binding on the southern and eastern outlines of said parcel the two (2) following courses and distances, viz: (15) North 62 degrees 41 minutes 33 seconds East 92.05 feet to a fence corner there situate, thence binding along said fence and a prolongation thereof, (16) North 31 degrees 20 minutes 38 seconds West 161.58 feet to a point on the south side of Mays Chapel Road and to intersect the fourth or North 71-1/2 degrees East 12.8 perch line of the secondly described parcel in the aforementioned deed to United Methodist Missionary and Church Extension Society of the Annapolis and Baltimore Districts, Inc., thence leaving said firstly described parcel and running and binding along the south side of Mays Chapel Road and in part binding on said fourth line of said second parcel and in part reversely on the eighth or South 73 degrees 13 minutes West 50.00 foot line of the land which by deed dated December 26, 1963 and recorded among the Land Records aforesaid in Liber R.A.G. 4248, Folio 103 was granted and conveyed by Talbot T. Speer and Jane Turner Speer to Methodist Missionary and Church Extension Society of the Baltimore Districts, (17) North 64 degrees 56 minutes 30 seconds East 174.63 feet, thence crossing Mays Chapel Road and running and binding reversely on the seventh and a part of the sixth lines of the lastly abovesaid conveyance, the two following courses and distances, viz: (18) North 30 degrees 23 minutes 30 seconds West 999.65 feet to a concrete monument found, passing over an iron pin found at the end of

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213.21 feet, thence (19) South 51 degrees 46 minutes 30 seconds West 303.77 feet to intersect the second or curve to the left with a radius of 1,322.53 feet for a distance of 535.03 foot line of the parcel of land known as Jenifer Road which by deed dated November 14, 1935 and recorded among the Land Records aforesaid in Liber C.V.B., Jr. 971, Folio 215 was granted and conveyed by Cassandra Lee Arnold and Carrington G. Arnold, her husband, to the County Commissioners of Baltimore County, said point being distant 121.68 feet measured northwesterly along said curve from the beginning thereof, thence leaving the outlines of the deed from Speer, et ux, to Methodist Missionary and Church Extension Society of the Baltimore Districts, and also leaving the outlines of the firstly abovementioned deed from Speer, et ux, to Chapel Associates, and running and binding on the remainder of said second line of Arnold to the County Commissioners of Baltimore County and thence on part of the third line thereof, the two following courses and distances, viz: (20) northwesterly by a curve to the left with a radius of 1,322.53 feet for an arc distance of 413.35 feet (the arc of said curve being subtended by a long chord bearing North 46 degrees 49 minutes 17 seconds West 411.67 feet), thence (21) North 55 degrees 46 minutes 30 seconds West 705.80 feet to a point in Padonia Road and to intersect the twenty-first or North 85 degrees 56 minutes 28 seconds East 63.25 foot line of the firstly abovementioned deed from Speer, et ux, to Chapel Associates at a point 20.93 feet measured easterly along said line from the beginning

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thereof and running thence running and binding in or near the center of Padonia Road and binding on the remainder of said twenty-first line and on the twenty-second through sixtieth and a part of the sixty-first line thereof, the forty-one following courses and distances, vis: (22) North 03 degrees 58 minutes 28 seconds East 34.32 feet, thence (23) North 76 degrees 38 minutes 01 second East 147.78 feet, thence (24) North 76 degrees 28 minutes 20 seconds East 483.65 feet, thence (25) North 79 degrees 34 minutes 50 seconds East 50.00 feet, thence (26) North 04 degrees 47 minutes 40 seconds East 50.00 feet, thence (27) South 86 degrees 16 minutes 10 seconds East 100.00 feet, thence (28) South 82 degrees 33 minutes 20 seconds East 250.00 feet, thence (29) South 80 degrees 08 minutes 20 seconds East 50.00 feet, thence (30) South 70 degrees 51 minutes 40 seconds East 50.00 feet, thence (31) South 60 degrees 07 minutes 20 seconds East 50.00 feet, thence (32) South 51 degrees 00 minutes 40 seconds East 50.00 feet, thence (33) South 49 degrees 14 minutes 50 seconds East 108.00 feet, thence (34) South 52 degrees 50 minutes 40 seconds East 50.00 feet, thence (35) South 60 degrees 36 minutes 10 seconds East 50.00 feet, thence (36) South 68 degrees 09 minutes 20 seconds East 50.00 feet, thence (37) South 71 degrees 17 minutes 30 seconds East 95.00 feet, thence (38) South 69 degrees 44 minutes 40 seconds East 130.00 feet, thence (39) South 78 degrees 13 minutes 00 seconds East 50.00 feet, thence (40) South 85 degrees 40 minutes 20 seconds East 50.00 feet, thence (41) South 88

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0034980 449

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 34980, p. 0449, MSA_CE62_34836. Date available 05/22/2014. Printed 01/28/2015.

degrees 26 minutes 10 seconds East 100.00 feet, thence (42) South 80
degrees 36 minutes 40 seconds East 148.00 feet, thence (43) South 86
degrees 40 minutes 40 seconds East 100.00 feet, thence (44) South 80
degrees 35 minutes 40 seconds East 50.00 feet, thence (45) South 73
degrees 01 minute 30 seconds East 50.00 feet, thence (46) South 68
degrees 24 minutes 00 seconds East 170.00 feet, thence (47) South 70
degrees 18 minutes 10 seconds East 105.00 feet, thence (48) South 72
degrees 00 minutes 50 seconds East 50.00 feet, thence (49) South 82
degrees 31 minutes 20 seconds East 50.00 feet, thence (50) North 86
degrees 13 minutes 40 seconds East 50.00 feet, thence (51) North 79
degrees 02 minutes 50 seconds East 50.00 feet, thence (52) North 76
degrees 47 minutes 40 seconds East 100.00 feet, thence (53) North 80
degrees 23 minutes 30 seconds East 50.00 feet, thence (54) North 85
degrees 13 minutes 30 seconds East 50.00 feet, thence (55) South 88
degrees 42 minutes 20 seconds East 50.00 feet, thence (56) South 81
degrees 09 minutes 00 seconds East 50.00 feet, thence (57) South 75
degrees 42 minutes 30 seconds East 50.00 feet, thence (58) South 72
degrees 50 minutes 30 seconds East 50.00 feet, thence (59) South 70
degrees 11 minutes 50 seconds East 100.00 feet, thence (60) South 75
degrees 23 minutes 00 seconds East 50.00 feet, thence (61) South 76
degrees 23 minutes 30 seconds East 50.00 feet, thence (62) South 82
degrees 10 minutes 20 seconds East 43.07 feet to the beginning of the
fourth or South 07 degrees 32 minutes East 578.21 foot line of that land

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which was granted and conveyed by Frank J. Schuler and Ann L. Schuler, his wife, to Lawrence B. Holmes and Joyce D. Holmes, his wife, by deed dated August 1, 1986 and recorded among the Land Records aforesaid in Liber E.H.K., Jr. 7274, Folio 372, thence leaving the center of Padonia Road aforesaid and running and binding on the fourth and fifth lines of said deed from Schuler and also binding on the sixty-second and sixty-third lines of the firstly abovementioned deed from Spear, et ux, the two following courses and distances, viz: (63) South 15 degrees 52 minutes 35 seconds East 375.46 feet to a concrete monument found, thence (64) South 81 degrees 00 minutes 35 seconds East 248.00 feet (passing over a concrete monument found at the end of 248.44 feet) to intersect the sixth or North 15 degrees 48 minutes 20 seconds West 604.47 foot line of the abovementioned deed to Galway, Inc. at a point distant 231.28 feet measured northerly along said line from the beginning thereof, thence leaving said parcel conveyed by Frank J. Schuler and running and binding reversely on a part of said sixth line and the fifth and fourth lines of said deed, and also on the sixty-fourth, sixty-fifth and sixty-sixth lines of the firstly abovementioned deed from Spear, et ux, the three following courses and distances, viz: (65) South 15 degrees 48 minutes 20 seconds East 231.28 feet to a stone found marked "IS", thence (66) South 69 degrees 03 minutes 40 seconds West 362.57 feet to a stone found under a large oak tree, thence (67) South 69 degrees 06 minutes 31 seconds West 987.22 feet to the point of beginning.

Containing 88.376 acres of land, more or less.

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Subject to those portions of Padonia Road, Jenifer Road and Mays Chapel Road as now maintained for public use.

Subject also to the rights of Consolidated Gas Electric Light and Power Company of Baltimore as described in an agreement from Talbot T. Speer dated November 5, 1936 and recorded among the Land Records of Baltimore County, Maryland in Liber C.W.B., Jr. 985, Folio 394.

Subject also to the rights of Consolidated Gas Electric Light and Power Company of Baltimore as described in an agreement from Talbot T. Speer, et al, dated January 17, 1947 and recorded among the Land Records of Baltimore County, Maryland in Liber J.W.B. 1567, Folio 467.

Subject also to the rights of Consolidated Gas Electric Light and Power Company of Baltimore as described in an agreement from Talbot T. Speer, et al, dated June 28, 1948 and recorded among the Land Records of Baltimore County, Maryland in Liber T.B.S. 1691, Folio 38.

Being the same land which by deed dated November 10, 1978 and recorded among the Land Records of Baltimore County, Maryland in Liber K.H.K., Jr. 3937, Folio 693 was granted and conveyed by Talbot T. Speer and Jane Turner Speer, his wife, to Chapel Associates.



March 11, 1987

Our file No. 86064 (JD: L86064.2)

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0034980 452

State of Maryland Land Instrument Intake Sheet
Baltimore City County: BALTIMORE
Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.

Space Reserved for Circuit Court Clerk Recording Validation

INP FD SURE 48.88
RECORDING FEE 75.00
TOTAL 115.88
Res # B481 Rpt # 2238
JLE TD Blk # 1449
May 13, 2014 12:33 PM

1 Type(s) of Instruments
2 Conveyance Type Check Box
3 Tax Exemptions (if applicable)
Cite or Explain Authority

4 Consideration and Tax Calculations
Consideration Amount
Purchase Price/Consideration
Any New Mortgage
Balance of Existing Mortgage
Other:
Full Cash Value:
Finance Office Use Only
Transfer and Recording Tax Consideration
Transfer Tax Consideration
X () % = \$
Less Exemption Amount = \$
Total Transfer Tax = \$
Recording Tax Consideration
X () per \$500 = \$
TOTAL DUE = \$

5 Fees
Amount of Fees
Recording Charge
Surcharge
State Recording Tax
State Transfer Tax
County Transfer Tax
Other
Other
Agent:
Tax Bill:
C.B. Credit:
Ag. Tax/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
Subdivision Name
Lot (3a)
Block (3b)
Sec/HAR (3c)
Plat Ref.
Sq Ft/Acreage (4)
Chaple Gate Homeowners Association, Inc
Location/Address of Property Being Conveyed (2)
Other Property Identifiers (if applicable)
Water Meter Account No.
Residential or Non-Residential
Fee Simple or Ground Rent
Amount:
Partial Conveyance? Yes No
Description/Amt. of Sq Ft/Acreage Transferred:
If Partial Conveyance, List Improvements Conveyed:

7 Transferred From
Doc. 1 - Grantor(s) Name(s)
Doc. 2 - Grantor(s) Name(s)
Doc. 1 - Owner(s) of Record, if Different from Grantor(s)
Doc. 2 - Owner(s) of Record, if Different from Grantor(s)

8 Transferred To
Doc. 1 - Grantee(s) Name(s)
Doc. 2 - Grantee(s) Name(s)
New Owner's (Grantee) Mailing Address

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
Name: Lynn Minor
Firm: Miller & Strakebridge, PC
Address: 1 W. Pennsylvania Ave Ste 900
Towson MD 21284
Phone: (410) 833-8199
Return to Contact Person
Hold for Pickup
Return Address Provided

11 Assessment Information
IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Will the property being conveyed be the grantee's principal residence?
Does transfer include personal property? If yes, identify:
Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only - Do Not Write Below This Line
Terminal Verification
Agricultural Verification
Whole Part
Tren. Process Verification
Transfer Number
Date Received:
Deed Reference:
Assigned Property No.:

REMARKS:
Director of Budget and Finance
BALTIMORE COUNTY, MARYLAND
COUNTY TRANSFER TAX
Per: [Signature] Seo 33-139
RECORDATION TAX
Per: [Signature] Seo 33-139

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 34980, p. 0452, MSA_CE62_34836. Date available 05/22/2014. Printed 01/28/2015.

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Distribution: White - Clerk's Office
Pink - Office of Finance
Par: [Signature]
ACCP# [Signature]
5-19-14

CHAPEL GATE HOMEOWNERS ASSOCIATION (123)

EMERGENCY CONTACT INFORMATION

OWNER TENANT

(Circle One)

Name: _____

Unit Address: _____

Mailing Address (if different from Unit Address): _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

Work Phone: _____ Email: _____

List all occupants living in unit:

Adults: _____

Children: _____

Emergency Contact: (PERSON WHO HAS A KEY TO THE UNIT)

1 ST Name: _____

Address: _____

Home Phone: _____ Cell Phone: _____

Work Phone: _____ Email: _____

2 ND Name: _____

Address: _____

Home Phone: _____ Cell Phone: _____

Work Phone: _____ Email: _____

Pets:

Type: _____ Breed: _____ Weight: _____ Name: _____
(i.e. dog, cat, bird, etc.)

Type: _____ Breed: _____ Weight: _____ Name: _____
(i.e. dog, cat, bird, etc.)

If you are a tenant, please fill in Owner information:

Name: _____

Address: _____

Home Phone: _____ Cell Phone: _____

Work Phone: _____ Email: _____

PLEASE RETURN TO: CHAPEL GATE HOMEOWNERS ASSOCIATION (123)

c/o WPM Real Estate Management

11433 Cronridge Drive, Owings Mills, MD 21117

Office (443) 796-7400 Fax (443) 796-7188 www.wpmlc.com www.wpmassociations.com

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
11/11/2016

PRODUCER Harford General Insurance Agency 1818 Pot Spring Road Suite: 10 Lutherville, Maryland 21093 410-560-3553	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED Chapelgate Homeowners Association C/O WPM Real Estate Group 11433 Cronridge Drive Owings Mills, MD 21117	INSURER A: The Brethren Mutual Ins. Co.
	INSURER B: United States Liability
	INSURER C: The Hartford Insurance Company
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CPP0009665	11-10-16	11-10-17	EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COM/PROP AGG \$ 2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CPP009665	11-10-16	11-10-17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	CUL0060579	11-10-16	11-10-17	EACH OCCURRENCE \$ 1,000,000
					AGGREGATE \$ 1,000,000
					Pers & Adver \$ 1,000,000
					Prod Comple \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER				E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
C	OTHER Fid Bond	30BDDHM0473	09-24-16	09-24-17	LMT \$250,000/Ded \$2,500
B	D & O Liab	CAP1556157	03-10-16	03-10-19	LMT \$1,000,000 Retention \$1,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

WPM Real Estate Group is an additional insured.

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

WPM Real Estate Group
 11433 Cronridge Drive
 Owings Mills, MD 21117

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Mary Messon



Dear Prospective Homeowner:

We would like to take this opportunity to introduce ourselves. WPM Real Estate Management is the managing agent for your Association. As the managing agent, we have the responsibility of the day to day operations of the Association and the maintenance of its common elements.

One of our responsibilities to the homeowner or Association includes the collection of Association fees. If your fees are paid monthly or quarterly we have enclosed a temporary coupon for making your next payment. You will be sent a regular coupon book in a timely manner following the receipt of your settlement sheet. The coupon book will be mailed directly to you from our publishing agent, and all subsequent payments should be sent directly to the bank's lock box processing department address printed on the coupon.

To assure a smooth transition from the former owner to you please make sure that we receive a copy of your settlement sheet immediately following your settlement. Also, please complete the following Emergency Contact form and return it to our office.

Should you have any questions please do not hesitate to contact our office at 443-796-7400.

Sincerely,

The Staff at WPM Real Estate Management





Chapel Gate Homeowners Association, Inc.

Temporary Coupon

Please refer to the resale disclosure certificate for quarterly assessment amount

**PAYMENT IS DUE – First day of each quarter
(January, April, July, October)**

THE MAILING ADDRESS FOR THIS PAYMENT IS AS FOLLOWS:

**Chapel Gate Homeowners Association, Inc.
c/o WPM Real Estate Management
11433 Cronridge Drive
Owings Mills, MD 21117**



~~~~~

**PLEASE TEAR-OFF AND RETURN WITH PAYMENT**

**COUPON**

**AMOUNT ENCLOSED:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**UNIT ADDRESS:** \_\_\_\_\_

**HOME PHONE:** \_\_\_\_\_

**WORK PHONE:** \_\_\_\_\_

**CELL PHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_



Chapel Gate Homeowners Association, Inc.  
**CERTIFICATE OF RESALE**

BUYER:

SELLER: William O'Hara

ADDRESS: 34 Alderman Court  
Lutherville, MD. 21093

DATE: 09-15-2017

Pursuant to Section 11B-106 of the Maryland Homeowners' Association Act, the Homeowners Association must provide the following information within twenty (20) days after receipt of a request by the unit owner. The following information is furnished by the association and its management agent and is true and correct in accordance with their best knowledge and information. The association, management agent and their respective officers and employees shall assume no liability for any errors contained herein.

The lot subject of this resale certificate is not subject to the provisions of the governing documents of a Master Association, including, but not limited to, the payment of a separate assessment to the Master Association.

1. The selling unit is subject to a quarterly common expense assessment due on the: First day of each quarter

|                                                                       |           |               |
|-----------------------------------------------------------------------|-----------|---------------|
| The current Homeowners' Association assessment payable: Quarterly.    | \$        | 295.00        |
| The current Master Association assessment payable:                    | \$        |               |
| Amount of Master Assessment in arrears:                               | \$        |               |
| Amount of any Special Assessment levied against this unit payable:    | \$        |               |
| Amount of any Special Assessment in arrears:                          | \$        |               |
| <b>*TOTAL DUE AS OF THIS DATE:</b>                                    | <b>\$</b> |               |
| <b>*TOTAL CREDIT AMOUNT DUE TO SELLER AS OF THIS DATE: 09-15-2017</b> | <b>\$</b> | <b>685.00</b> |

Quarterly common expense assessments will continue to accrue in the stated amount, subject to the adoption of the budgeting changes, and will be due and payable by the selling unit owner until the unit has been conveyed. Assessments which become due and payable after the date of this Certificate and prior to any conveyance of the unit, and which remain unpaid by the selling unit owner, may constitute a lien against the unit. If unpaid, this accrual must be added to the unpaid amount, if any, stated above, as of the date of conveyance of the unit.

2. Other than common expenses and special assessments, the following fees are payable by the unit owners to the Council of Unit Owners:  
None
3. The effect on the proposed conveyance of any right of first refusal or other restraint on the free alienability of the unit other than any restraint created by the unit owner, is as follows: N/A
4. Capital expenditures approved by the Homeowners' Association which are not reflected in the current operating budget are:  
None

Homeowner's Resale Certificate  
for Chapel Gate Homeowners Association, Inc.

5. Attached hereto is a copy of the current Operating Budget for the year of: 2017
  
6. Attached is the most recently prepared balance sheet and income/expense statement for the time period of:  
July 2017
  
7. The following judgments against the Homeowners' Association remain unpaid and unsatisfied as of the date of this certificate are:  
To the best of WPM Real Estate Management's knowledge, as of the date of this certificate, there are no existing judgments against the Association that remain unpaid or unsatisfied, or any data on judgments.
  
8. The existence of any pending suits to which the Homeowner's Association is a party to:  
To the best of WPM Real Estate Management's knowledge, as of the date of this certificate, there are no existing pending suits to which the Association is party to.

9. Insurance:

It is suggested that each homeowner separately insure his/her home and personal property and liability since these are not covered by the Homeowners' Association insurance. Owners are urged to consult with their insurance agents.

A copy of the Certificate of Insurance provided for the benefit of unit owners is included in this resale package.

A copy of the policy is available for inspection upon twenty-four (24) hours notice at:

WPM Real Estate Management  
11433 Cronridge Drive  
Owings Mills, MD 21117  
Phone: 443-796-7400

NOTICE: The terms of the above-described policy prevail over the above general description contained herein.

10. The Homeowners' Association has knowledge that the following alteration or improvement to the above-described home or to the limited common elements violates any provision of the Declaration, Bylaws, or Covenants except as noted:  
None

Homeowner's Resale Certificate  
for Chapel Gate Homeowners Association, Inc.

11. The Homeowners' Association has knowledge of violation of the health or building codes with respect to this home or limited common elements of the Association, as follows:  
None

12. The association is affected by the remaining term of the leasehold estate as follows:  
N/A

The provisions governing the extension or renewal of the leasehold estate are:  
N/A

13. The following is a description of recreational facilities which are to be used and maintained by the Homeowners Association are:  
None

The Homeowners Association has caused this certificate to be prepared in compliance with Maryland Homeowners Association Act 11B-106. To the best of the knowledge, information, and belief of the Board of Directors of Chapel Gate Homeowners Association, Inc. and its agents engaged in the preparation of this Resale Certificate, the statements contained in this certificate are accurate and complete as of the date of issuance.

The undersigned Owner of 34 Alderman Court, Lutherville, MD. 21093, hereby acknowledges receipt of the foregoing Certificate on this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
OWNER

## COMMENTS ADDENDUM

In reference to section #1:

Quarterly common expense assessments are due on the first day of each January, April, July and October.

Prior to closing, a current payoff statement request needs to be ordered by the Title Company. Please inform the Title Company that the request can be ordered through: [settlements@wpmlc.com](mailto:settlements@wpmlc.com). There is no charge for a payoff request.

TO BE COMPLETED BY SELLING UNIT OWNER:

### ATTACHMENT A

This statement is made by \_\_\_\_\_  
(SELLER)

pursuant to the provisions of the Maryland Homeowners' Association Act 11B-106:

1. I/We have no knowledge that any alteration to the unit or to any common elements assigned to this unit violates any provision of the Declaration, Bylaws or Covenants except as follows:

\_\_\_\_\_

2. I/We have no knowledge of any violation of the health or building codes with respect to the unit or the limited common elements assigned to the unit, except as follows:

\_\_\_\_\_

3. I/We have no knowledge that the unit is subject to an extended lease under Maryland Homeowners Association Act 11B-101 or under local law. If so, a copy of the lease must be provided.

\_\_\_\_\_  
Seller(s) Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller(s) Signature

\_\_\_\_\_  
Date