

April 18, 2020

To: Bryan Billig & Claire Bolander

From: Michael Johnston
Arc Chair, Board of Directors
The Hillside at Seminary HOA

Re: The sale of 8526 Hill Spring Drive, Lutherville, MD 21093

Enclosed are the following documents to be given to your prospective Buyer(s) or their Agent(s) prior to settlement:

1. One copy of the HOA Fact Sheet (see below). **IT IS CRITICAL THAT THE SETTLEMENT COMPANY HAVE THIS DOCUMENT PRIOR TO YOUR CLOSING DATE.**
2. One copy of the Receipt of HOA Documents form letter to be completed by your Buyer(s), prior to settlement, and returned to the HOA in the envelope provided (herein).
3. One copy of the Architectural Review Guidelines with a Request for Exterior Property Change application (physical copy shared with the seller broker).
4. One copy of the Covenants, Conditions and Restrictions of the Hillside at Seminary (physical copy shared with the seller broker).
5. One copy of the 2019 Budget and Actual Financial Statement as of April, 2019 (unaudited)

Please do not hesitate to contact me at 410-627-1921 if you have any questions.

HOA FACT SHEET

December 29, 2019

To: All Whom It May Concern (buyer)

From: Michael Johnston
ARC Chair, Board of Directors
The Hillside at Seminary HOA

Re: 8526 Hill Spring Drive - Hillside at Seminary

Please be advised that the 2020 annual assessment amount of \$600 is based on a fiscal year of 1/1-12/31, and has been paid for the above-mentioned property. The annual HOA dues are typically mailed out in late-February, and are to be paid by early-April.

There are no current or pending special assessments in the neighborhood or related to this property, to the best of the HOA Board's knowledge.

As of the date of this notice, there are no outstanding Architectural Review Guideline violations or liens placed against the property.

The Hillside at Seminary is a PUD project with the following specifications:

- 84 lots with 82 detached units (2 double lot purchases)
- The project was not created by the conversion of existing buildings, and there are no multi-dwelling units
- All units are owner-occupied
- Control of the homeowners' association was turned over to the unit purchasers in 1989
- All common areas consist of landscaped open space with no structures. All improvements have been completed

The General Liability coverage and the Directors' and Officers' liability coverage for the Association is provided by policy # 90BQ M295 7F, issued by State Farm direct via Charles Connolly (1.443.695.1646).

ACKNOWLEDGEMENT OF RECEIPT OF HOA DOCUMENTS

I/We acknowledge that I/We have been informed that the Hillside at Seminary community is governed by a Declaration of Covenants, Conditions and Restrictions and agree that I/We have been provided with a copy of the Covenants, Architectural Review Guidelines and a Request for Exterior Property Change form.

I/We further acknowledge that these are legal and binding documents attached to the property at 4 Shady Brook Court - Hillside at Seminary

Purchaser's Printed Name

Date

Purchaser's Signature

Witnessed by Signature

Purchaser's Printed Name

Date

Purchaser's Signature

Witnessed by Signature

Prior to the date of settlement, this form must be completed and the original (a copy provided below) returned to:

Michael Johnston
ARC Chair Hillside at Seminary HOA
8537 Hill Spring Drive
Lutherville, MD 21093

ACKNOWLEDGEMENT OF RECEIPT OF HOA DOCUMENTS

I/We acknowledge that I/We have been informed that the Hillside at Seminary community is governed by a Declaration of Covenants, Conditions and Restrictions and agree that I/We have been provided with a copy of the Covenants, Architectural Review Guidelines and a Request for Exterior Property Change form.

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Witnessed by Signature

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Date

Purchaser's Signature

Witnessed by Signature

Prior to the date of settlement, this form must be completed and the original returned to:

Michael Johnston
ARC Chair, Hillside at Seminary HOA
8537 Hill Spring Drive
Lutherville, MD 21093

Welcome to the Neighborhood! We're Happy You Are Here!

Here at Hillside at Seminary there is a lot in store for you and your family.

Our Community Association **Directory** is a good reference for connecting with neighbors and living in Hillside - keep this handy!

Another good reference is our **website** at thehillsideatseminary.com for neighborhood and district information, and home improvement documents and local vendors.

Below is a list of upcoming social events; and we hope you can participate and eventually assist in these existing events along with sharing prospective ideas for our community to enjoy.

Spring events	- Easter Bunny visit or parade (typically the weekend before Easter) - Spring Fling (adult party hosted by one or two homes)
Summer events	- July 4 th / Memorial Day parade
Fall events	- Fall Family Block party (weekend cookout for all families) - Halloween "driveway party" at dusk (pre-trick-or-treating) - Santa visit on the Fire Truck (courtesy of Lutherville Fire Dept)
Other	- Gourmet Club (smaller group dinners – contact Lindsay Kehring at lindsaykehring@yahoo.com , to learn and/or sign-up - Other non-regular events/ideas (Turkey Trot, Hillside community service event, Holiday Carol signing, Shred-It Day)

Event details are often provided through evites; please send your email address and contact information to one of two Board members - Chris Haley, christopherphaley@gmail.com or Sarah Maher, 14oect@gmail.com, and also Terese Robinson, tereserobinson@gmail.com, who maintains our directory, to stay connected.

Thanks so much, and again, welcome!

Your fellow Hillsideers !

DIRECTORY UPDATE

Dear Hillside Neighbor:

It is time to update our community directory. The directory is for use by neighbors only, not for solicitations. Please feel free to omit or add to any items below. The directory will be published at the end of March. ***PLEASE RETURN AS SOON AS POSSIBLE.***

_____ Please leave my listing the same as last year with the following changes (Please include household name or address and update children's ages):

Name

Address _____
House number Street

Phone _____ Fax _____

E-Mail _____

Name Adult #1 _____ Work or Cell Phone _____

Name Adult #2 _____ Work or Cell Phone _____

Children (or other adults)

Name _____ Age _____ School _____

Name _____ Age _____ School _____

Name _____ Age _____ School _____

Name _____ Age _____ School _____

Optional emergency contact name & number _____

For page of "Neighborhood Helping Hands," you may list services your family members provide such as baby sitting, lawn cutting, yard work, etc.

Please return to Terese Robinson at 18 Hickory Knoll Court or fax 410 583-0718 or e-mail info to tereserobinson@gmail.com

Questions? Call Terese at home 410 583-4667 or cell 410 812-7863

Hillside at Seminary
2019 Budget

	Actual 2016	Actual 2017	Budget 2018	Actual 2018	Budget 2019	Actual 3/31/2019
Starting cash balance	40,704	45,545	45,013	45,013	45,975	45,975
REVENUES						
Dues	46,480	46,480	46,480	45,920	49,200	34,200
Penalties		300		117		
Interest income						
Other income	800	300		200		
Total revenue	47,280	47,080	46,480	46,237	49,200	34,200
EXPENSES						
Grounds maintenance:						
Grounds - turf	1,098	1,447	2,000	1,375	1,500	342
Grounds - maintenance	29,230	29,230	30,000	29,230	30,000	7,945
Grounds - special projects	2,544	6,487	3,000	5,965	6,000	
total	32,872	37,164	35,000	36,570	37,500	8,287
Social events:						
Easter		62	200	269	300	
Spring adult party	4,124	4,181	4,200		4,200	
Halloween	293	298	500	898	1,000	
Santa visit	313	287	350		350	
Block party-Fall	921	1,454	1,750	1,319	1,750	
Other-Memorial Day, etc.			100		100	
total	5,652	6,282	7,100	2,486	7,700	-
Other:						
Insurance	1,186	1,346	1,400	1,566	1,600	
Legal fees			1,000	2,249	2,000	
Postage	142	110	150	126	150	140
Printing	268	318	500	300	500	25
Repairs						
Snow removal	1,450	1,045	2,000	1,610	2,000	1,765
Utilities	546	396	700	356	500	90
Website	120		120		120	
Miscellaneous	204	951	500	12	500	
total	3,916	4,166	6,370	6,219	7,370	2,020
Expense sub-total	42,440	47,612	48,470	45,275	52,570	10,307
Surplus/(Deficit)	4,840	(532)	(1,990)	962	(3,370)	23,893
Ending cash balance	45,544	45,013	43,023	45,975	42,605	69,868
Annual dues coverage	98%	97%	93%		87%	

Hillside at Seminary
2019 Budget

	Actual 2017	Actual 2018	Budget 2019	Actual 2019	Budget 2020
Starting cash balance	45,545	45,013	45,975	45,975	49,704
REVENUES					
Dues	46,480	45,920	49,200	49,200	49,200
Penalties	300	117		210	
Interest income					
Other income	300	200		300	
Total revenue	47,080	46,237	49,200	49,710	49,200
EXPENSES					
Grounds maintenance:					
Grounds - turf	1,447	1,375	1,500	1,422	1,500
Grounds - maintenance	29,230	29,230	30,000	29,935	30,000
Grounds - special projects	6,487	5,965	6,000	6,360	6,000
total	37,164	36,570	37,500	37,717	37,500
Social events:					
Easter	62	269	300	26	300
Spring adult party	4,181		4,200		4,200
Halloween	298	898	1,000	744	1,000
Santa visit	287		350	189	350
Block party-Fall	1,454	1,319	1,750	2,585	2,000
Other-Memorial Day, etc.			100	209	300
total	6,282	2,486	7,700	3,753	8,150
Other:					
Insurance	1,346	1,566	1,600	1,584	1,600
Legal fees		2,249	2,000	630	2,000
Postage	110	126	150	147	150
Printing	318	300	500	25	500
Repairs					
Snow removal	1,045	1,610	2,000	1,765	2,000
Utilities	396	356	500	351	500
Website			120		120
Miscellaneous	951	12	500	11	500
total	4,166	6,219	7,370	4,512	7,370
Expense sub-total	47,612	45,275	52,570	45,981	53,020
Surplus/(Deficit)	(532)	962	(3,370)	3,729	(3,820)
Ending cash balance	45,013	45,975	42,605	49,704	45,884
Annual dues coverage	97%		87%	101%	87%

HILLSIDE AT SEMINARY COMMUNITY ASSOCIATION, INC.
ARTICLES OF INCORPORATION

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FIRST: The undersigned, Thomas C. Barbuti, whose post office address is 233 E. Redwood Street, Baltimore, Maryland 21202, being at least eighteen years of age, is hereby forming a corporation under and by virtue of the general laws of the State of Maryland.

SECOND: The name of the corporation (which is hereinafter called the Corporation) is

HILLSIDE AT SEMINARY COMMUNITY ASSOCIATION, INC.

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

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

(b) To acquire, own, hold, preserve, develop, improve, build upon, manage, operate and maintain open space tracts or areas and common or recreational areas, property, facilities and real estate, whether fee simple or leasehold, and whether improved or unimproved, all designed for the common use, benefit, enjoyment, recreation, health, safety and welfare of the record owner or owners of each lot now or hereafter laid out or established within all or part of a community to be developed and known as "Hillside at Seminary".

(c) To exercise all the powers, rights and privileges and to perform all the duties and obligations of the Corporation, as same are hereafter set forth in the final Declaration of Covenants, Conditions, and Restrictions, including the Supplemental Declaration of Restrictions and Covenants, hereinafter called "Declaration," with respect to the land to be described therein, to be made by The Hillside at Seminary Joint Venture, a Maryland joint venture (the "Venture") and Municipal Savings and Loan Association, Inc., a savings and loan association originated and existing under the laws of the State of Maryland (the "Mortgagee"), and intended to be recorded among the Land Records of Baltimore County, as such Declaration may hereafter from time to time be amended, or extended to any additional properties, being applicable to all or part of Hillside at Seminary and such additions thereto as may hereafter be brought within the jurisdiction of the Corporation. The Declaration, when executed and recorded as aforesaid, shall be deemed a part hereof, as fully, and to the same extent as though incorporated herein.

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215

(d) To establish, fix, make, impose, levy, collect and enforce payment of, by any lawful means all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the Corporation.

(e) To purchase, lease, option, or otherwise acquire, own, hold, preserve, develop, improve, build upon, manage, operate, maintain, convey, sell, exchange, rent, lease, dedicate for public use, or in any manner transfer or dispose of any real or personal property in connection with the affairs of the Corporation.

(f) To borrow or to raise money for any of the purposes of the Corporation, and to issue bonds, debentures, notes, or other obligations of any nature, and in any manner permitted by law, for money so borrowed or in payment for property purchased, or for any other lawful consideration, and, upon authorization of two-thirds (2/3) of the members of each class of membership in the Corporation, voting separately thereon, to secure the payment of the money borrowed and of the interest thereon, by mortgage upon, or pledge or conveyance or assignment in trust of, the whole or any part of the property of the Corporation.

(g) To dedicate, sell or otherwise transfer all or any part of the common areas, property and facilities of the Corporation to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed upon by the members of the Board of Directors.

(h) To participate in mergers and consolidations with other nonprofit organizations, organized for the same purpose, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the members of each class of the membership in the Corporation, voting separately thereon.

(i) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Maryland by law may now or hereafter have or exercise.

The Corporation is formed under the articles, conditions and provisions expressed herein and in the general laws of this State. In no event, however, shall the Corporation:

- (i) carry on any propaganda or otherwise attempt to influence any legislation or any public administrative action;
- (ii) participate or intervene in any political campaign on behalf of any candidate for public office, by any means, including the publication or distribution of any statement for or against any candidate;
- (iii) carry on any activity not permitted to be carried on by a corporation exempt from Federal Income Tax under Sections 501(c) or 528 of the Internal Revenue Code of 1954, as amended to date, or corresponding provision of any future United States Internal Revenue Law; or
- (iv) invest in or use any property in such a manner as to jeopardize the exemption of the Corporation from taxation under the aforesaid Section 501(c) or 528 of the Internal Revenue Code of 1954, as now in force or hereafter amended.

✓ FOURTH: The post office address of the principal office of the Corporation in this State is 802 Garrett Building, 233 E. Redwood Street, Baltimore, Maryland 21202. The name and post office address of the resident agent of the Corporation in this State are Thomas C. Barbuti, 233 E. Redwood Street, Baltimore, Maryland 21202. Said resident agent is a citizen of the State of Maryland and actually resides therein.

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

(a) Class A Member: Except for the Venture, which shall initially be a Class B Member, a Class A Member shall be a record owner holding title to one or more lots laid out in Hillside at Seminary, or in any part of such additional property that may be brought within the jurisdiction of the Corporation. Each Class A Member shall be entitled to one vote per lot, for each such lot owned by such member, in all proceedings in which action shall be taken by members of the Corporation.

(b) Class B Member: The Class B Member shall be the Venture. The Class B Member shall be entitled to three votes per lot, for each such lot owned by such member, in all proceedings in which action shall be taken by members of the Corporation.

(c) Conversion: The Class B Member shall be converted to a Class A Member on December 31, 1996, or at such earlier time as the total number of votes entitled to be cast by Class A Members of the Corporation equals or exceeds the total number of votes entitled to be cast by the Class B Member of the Corporation. After such conversion, if additional property is annexed to Hillside at Seminary, then the Class B membership of the Class B Member shall be reinstated until December 31, 1996 or such earlier time as the total number of votes entitled to be cast by Class A Members again equals or exceeds the total number of votes entitled to be cast by the Class B Member.

As used herein, the term "lot" means a piece or parcel of land intended for the construction of a single family detached dwelling thereon, which land may be owned in fee simple or subject to a ground rent. The term "record owner," as used in these Articles, means and includes the person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding the record title to a lot in Hillside at Seminary or located on any part of such additional property that may be brought within the jurisdiction of the Corporation and subjected by covenants of record to a lien for charges and assessments levied by the Corporation, as said lot is now or may from time to time hereafter be created or established, either in his, her, or its own name, or as joint tenants, tenants in common, tenants by the entirety, or tenancy in co-partnership, if the lot is held in such real property tenancy or partnership relationship.

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

If any single Class A membership in the Corporation is comprised of two or more persons, firms, corporations, trustees or other legal entities, or any combination thereof, then the vote of such Class A member shall be cast in accordance with the decision of a single majority of such persons, firms, corporations, trustees or other legal entities. Each Class A member shall only be entitled to cast one (1) vote for each lot for which it is a record owner.

SIXTH: The number of directors of the Corporation shall be five (5), which number may be increased or decreased pursuant to the By-laws of the Corporation, but shall never be less than three (3); and the names of the directors who shall act until the first annual meeting or until their successors are duly chosen and qualify are Thomas J. Guidera, Jr., JoAnn Copes and Paul G. Bollinger. No Director need be a member of the Corporation.

At the first annual meeting, the members shall elect one director for a term of one year, two directors for a term of two years and two directors for a term of three years; and at each annual meeting thereafter the members shall elect one, two or three directors, as the case may be, or such other number as may be required, for a term of three years.

SEVENTH: The duration of the Corporation shall be perpetual. The Corporation, however, may be dissolved under and in accordance with the laws of the State of Maryland, provided such dissolution first be authorized, in writing, signed by not less than two thirds (2/3) of the members of the Corporation, or, if there be more than one class of members, then by not less than two thirds (2/3) of each class of members of the Corporation, computed separately. Upon any dissolution of the Corporation, after discharge of all corporate liabilities, the Board of Directors shall dispose of all assets of the Corporation, by dedication thereof to any appropriate public agency to be used for purposes similar to those for which the Corporation was formed. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned, if practicable, to any nonprofit corporation, association, trust or other organization as shall at the time qualify as an organization or organizations exempt from taxation under Sections 501(c) or 528 of the Internal Revenue Code of 1954, as enacted, or amended, by the Tax Reform Act of 1976, or the corresponding provision of any future United States Internal

ARTICLE 215 PAGE 911
Revenue Law, as the Board of Directors may determine, preferably to a semi-public agency, to be used in furthering, facilitating or effectuating purposes similar to those for which the Corporation was formed.

EIGHTH: Amendment of these Articles shall require the assent of Seventy-five percent (75%) of the votes entitled to be cast therein.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation and acknowledged the same to be my act on this 25th day of February, 1986.



THOMAS C. BARBUTI

BY-LAWS

HILLSIDE AT SEMINARY COMMUNITY ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is HILLSIDE AT SEMINARY COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Association shall be located at 802 Garrett Building, 233 East Redwood Street, Baltimore, Maryland, 21202, but meetings of members and directors may be held at such places within Baltimore City or Baltimore County, Maryland, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to Hillside at Seminary Community Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions referred to in Article II, Section 7 hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use, benefit and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land subject to assessment by the Association, shown upon any recorded subdivision map or plat of the Properties, with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple or leasehold title to any Lot which is a part of the Properties, including contract sellers, but excluding ground rent owners and those having such interest merely as security for the performance of an obligation or payment of a debt.

Section 6. "Company" shall mean and refer to only Hillside at Seminary Joint Venture, a Maryland partnership and any personal representative, successors or assigns thereof to whom the said Hillside at Seminary Joint Venture shall expressly (i) convey or otherwise transfer all its right, title and interest in the Properties, or the last thereof as an entirety, without reservation of any kind; and (ii) transfer, set over or assign all its right, title and interest under the Declaration, or any amendment or modification thereof.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions, including the Supplemental Declaration of Restrictions and Covenants, applicable to the Properties heretofore recorded among the Land Records of Baltimore County, Maryland.

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Section 8. "Member" shall mean and refer to those persons 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 eighteen (18) months 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, at the hour of 7:30 o'clock p.m.

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

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, 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 power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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

ARTICLE IV
BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of at least five (5) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect one (1) director for a term of one year, two (2) directors for a term of two years, and two (2) directors for a term of three years; and at each annual meeting thereafter the members shall elect one, two or three directors, as the case may be, for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successors shall be selected by the remaining members of the Board and shall serve for 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 a majority of 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 for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members of the Association.

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

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held bi-monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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

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

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

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

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

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

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

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each assessment period;

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

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

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate; and

(g) cause the Common Area to be maintained.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. 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 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 Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

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

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

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other

offices except in case of offices created pursuant to Section 4 of this Article.

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

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

(b) 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 shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all books of account; cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX COMMITTEES

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

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 annual and

special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) 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 property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XIII
AMENDMENTS

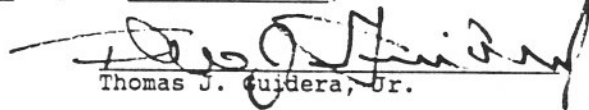
Section 1. These By-Laws may be amended, at a regular or special meeting of the members at which a quorum has been established by a vote of a majority of the votes entitled to be cast by members present in person or by proxy.

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

ARTICLE XIV
MISCELLANEOUS

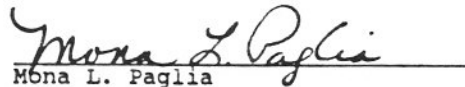
The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

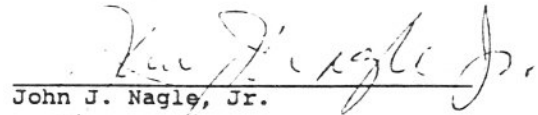
IN WITNESS WHEREOF, we, being all of the directors of Hillside at Seminary Community Association, Inc., have hereunto set our hands this 5 day of MARCH, 1986.


Thomas J. Guidera, Jr.


JoAnn Copes


Paul G. Bollinger


Mona L. Paglia


John J. Nagle, Jr.

CERTIFICATION

I, THE UNDERSIGNED, do hereby certify:

That I am duly elected and acting secretary of Hillside at Seminary Community Association, Inc., a Maryland corporation, and that the foregoing By-Laws constitute the original By-Laws of said corporation, as duly adopted by unanimous written consent of the Board of Directors thereof on this 5 day of MARCH, 1986.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Corporation this 5 day of MARCH, 1986.


Secretary

DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS (the "Declaration") made this 12th day of February, 1986 by THE HILLSIDE AT SEMINARY JOINT VENTURE, a Maryland joint venture (the "Venture"); and MUNICIPAL SAVINGS AND LOAN ASSOCIATION, INC., a savings and loan association originated and existing under the laws of the State of Maryland (the "Mortgagee").

Background Statement of Facts

The Venture owns fee simple title to those parcels or tracts of land located in the 8th Election District of Baltimore County, Maryland and described in Exhibit A attached hereto and incorporated herein by reference (the "Property"). The Venture acquired the Property by virtue of a Deed from James G. Stratakis, Georgia Stratakis, and Gus J. Stratakis dated January 11, 1985, recorded among the Land Records of Baltimore County, Maryland (the "Land Records") in E.H.K.Jr. Liber No. 6852, folio 319.

The Property is subject to a mortgage from the Venture to the Mortgagee dated January 11, 1985 and recorded among the Land Records at Liber E.H.K. Jr. No. 6852, folio 323 (the "Municipal Mortgage").

The parties hereto hold all the right, title and interest in and to the land and premises and the Venture has caused said land to be subdivided into residential lots as shown on the following plats which are recorded among the Land Records:

- (1) Plat One, The Hillside at Seminary, recorded among the Land Records in Plat Book E.H.K.Jr. No. 53, folio 73.
- (2) Plat Two, The Hillside at Seminary, recorded among the Land Records in Plat Book E.H.K.Jr. No 53, folio 74.
- (3) Plat Three, The Hillside at Seminary, recorded among the Land Records in Plat Book E.H.K.Jr. No. 53, folio 75.
- (4) Plat Four, The Hillside at Seminary, recorded among the Land Records in Plat Book E.H.K.Jr. No. 53, folio 76.

The following words when used in this Declaration and in the Supplemental Declaration (as that term is hereinafter defined), unless the content shall prohibit, shall have the following meanings:

(a) "Plats of Hillside at Seminary" shall mean and refer to all of the foregoing enumerated plats and any plats recorded among the Land Records in substitution therefor or amendment thereof, plus any plats hereafter recorded among the Land Records of any additional land that may hereafter expressly be made subject to this Declaration and Supplemental Declaration set forth at Restriction 24 herein, by an instrument in writing, duly executed, and recorded among the Land Records; and

(b) "Property" shall mean and refer to all of the land owned by the Venture and shown on Plats of Hillside at Seminary, including any additional land that may hereafter expressly be made subject to this Declaration and Supplemental Declaration by an instrument in writing, duly executed and recorded among the Land Records; and

(c) "The Hillside at Seminary Community" shall mean and refer to all of the land hereby made subject to this Declaration and Supplemental Declaration and any additional land that may hereafter expressly be made

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02/25/86

RECORDED IN DEPARTMENT OF
ASSOCIATION OF BALTIMORE
DATE 2-25-86
CLEVER

CULTURAL TRANSFER TAX
APPLICABLE
DATE 2-25-86

TRANSFER TAX NOT REQUIRED
BALTIMORE COUNTY, MARYLAND
Per [Signature]
Date 2/25/86 - Sec 1) 85
Declaration

subject to this Declaration and Supplemental Declaration by an instrument in writing, duly executed and recorded among the Land Records; and

(d) "Lot", "Lots", "lot" and/or "lots" shall mean and refer to those areas of land owned by the Venture and shown and defined as parcels or plots of ground and designated by numerals on the Plats of Hillside at Seminary; and

(e) "Venture" shall mean and refer to The Hillside at Seminary Joint Venture, a Maryland joint venture, and any successor or assign thereof to whom the said Venture shall expressly (i) convey or otherwise transfer all of its rights, title and interest in the Property, or the lands thereof, as an entirety, without reservation of any kind, or (ii) transfer, set over and assign all of its rights, title and interest under this Declaration and Supplemental Declaration, or any amendment or modification thereof. In the event of a foreclosure of any Mortgage (as that term is hereinafter defined), the Venture shall be deemed to have expressly transferred, set over, and assigned all of its right, title and interest under the Declaration, or any amendment or modification thereof, to the then holder of the Mortgage who, in turn, may, by assignment, duly recorded among the Land Records, transfer, set over and assign the same to any entity purchasing all or a portion of the Property at any such foreclosure; and

(f) "Record owner" shall mean, refer to and include the person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding the record title to a Lot in The Hillside at Seminary Community, or on any additional property subjected to this Declaration and Supplemental Declaration under the provisions of Article II of the Supplemental Declaration, as said Lot is now or may from time to time hereafter be created or established, either in his, her, or its own name, as joint tenants, tenants in common, tenants by the entirety, or tenants in copartnership, if the Lot is held in such real property tenancy or partnership relationship. If more than one person, firm, corporation, trustee, or other legal entity, or any combination thereof, hold the record title to any one Lot, whether it is in a real property tenancy, or partnership relationship, or otherwise, all of the same, as a unit and otherwise shall be deemed a single record owner and shall be or become a single member of the Association by virtue of ownership of such Lot. The term "record owner", however, shall not mean, refer to or include any contract purchaser, nor the owner of any redeemable ground rent issuing out of any Lot, nor shall it include the holder of any deed of trust or mortgage (or trustee thereunder) covering any Lot designed solely for the purpose of securing performance of an obligation or payment of debt; and

(g) "Association" shall mean and refer to the Hillside at Seminary Community Association, Inc., a non-profit corporation formed or to be formed.

(h) "Mortgage" shall mean and refer to any mortgage or deed of trust, including the Municipal Mortgage, given by the Venture to a lender for the purpose of securing a loan from such lender to the Venture and which encumbers more than a majority of the Lots owned by the Venture at the time such mortgage or deed of trust is recorded.

It is the intention of the Venture to develop the Property as a residential community and to insure therefor the uniform plan and the scheme of development, and unto that end the Venture has adopted the covenants, conditions and restrictions (the "Covenants") as set forth herein, for the following purposes:

(1) To protect the purchasers of Lots in the Hillside at Seminary Community from depreciation in the value thereof, and to insure them of uniformity of the development of said Lots; and

(2) To facilitate the sale by the Venture, its successors and assigns of the land in the Hillside at Seminary Community by reason of its ability to assure such purchasers of uniformity and protection against such depreciation; and

(3) To make certain that the Covenants shall apply uniformly to all enumerated Lots owned by the Venture which are shown on the Plats of Hillside at Seminary for the mutual advantage of the Venture, the owners, the Mortgagee, and to all those who may in the future claim title through any of the above.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT the Venture does hereby establish and impose the Covenants upon the Property, to be observed and enforced by it, its successors and assigns, as well as by all purchasers of Lots as shown on the Plats of Hillside at Seminary, to wit:

1. LAND USE

Each Lot, except as hereinafter provided, shall be used for private and residential purposes only and no building of any kind whatsoever shall be erected, altered or maintained thereon except a private dwelling house for occupancy by not more than one (1) family, with only garages and/or carports, pool houses, and swimming pools, or any of them, as accessory structures for the sole and exclusive use of the owner or occupant of the Lot upon which said carport, garage and/or swimming pool is erected.

None of the Lots shall at any time be used for semi-detached houses, duplex houses, apartments, or other type of multiple housing units; it being the intention of the Venture that all of the Lots shall be used solely for single family detached dwellings, and no other purposes, except such purposes as may be specifically reserved in the succeeding sections of this Declaration.

2. ADMINISTRATION

The Hillside at Seminary Architectural Review Committee referred to herein and in the succeeding sections of this Declaration (the "Architectural Review Committee") shall have all the rights and powers and duties granted to it by the Venture pursuant to the Covenants. The Architectural Review Committee is composed of the following members: John J. Nagle, Jr., JoAnn Copes, Frederick Walker, Donald Taylor, and Thomas J. Guidera, Jr., each of whom shall act and serve for a term of three (3) years accounting from the date hereof, and thereafter until his successor shall be duly appointed. At any time after the expiration of such three (3) year period, the then members of the Association shall have the power, upon a majority vote of each class of members of the Association, voting separately, by a duly executed and recorded instrument, to elect new members to, or otherwise change the membership of the Architectural Review Committee, so long as the Architectural Review Committee shall at all times be comprised of at least three members. In the event of death or resignation of any member of the Architectural Review Committee during such three (3) year period, the Venture shall have the sole right and authority to appoint a successor by a duly executed and recorded instrument, designating the name and address of such successor. At any time, or from time to time, during such three (3) year period, the initial members of the Architectural Review Committee may be replaced for any reason with other individuals selected by the Venture in its sole discretion. All questions shall be decided by a majority of the members of the Architectural Review Committee, and such majority shall be necessary and sufficient to act in each instance and on all matters. Each member of the Architectural Review Committee, now or hereafter appointed, shall act without compensation for services performed pursuant to these Covenants; except that any licensed professional engineer or architect serving on the

Architectural Review Committee who is not a record owner of a Lot shall be entitled to be paid reasonable compensation for professional services rendered to the Architectural Review Committee at the discretion of the Architectural Review Committee. The Architectural Review Committee may promulgate, adopt, amend, modify, waive and/or repeal, at any time or from time to time, guidelines, policies, standards, requirements and/or procedures with respect to its duties and powers hereunder as it, in its sole discretion, may deem advisable in the reasonable interest of the Hillside at Seminary Community. The Venture hereby grants to the Architectural Review Committee, its successors and assigns, the right to waive such portion or portions of Restrictions numbered Four (4) through Sixteen (16) of the Covenants placed upon the Property as the Architectural Review Committee, in its sole discretion, may deem advisable in the reasonable interest of the Hillside at Seminary Community.

3. ARCHITECTURAL REVIEW

No building, fence, wall, barn, storage shed, garage, sign, tank, pool, racket sport or hand-ball court, game facilities, regrading or other structure of any kind, including any driveway, walkway, clothes line, and outside lighting shall be commenced, erected or maintained on any lot, nor shall any addition (including awnings and screens) to, change, or alteration therein (including any retreatment by painting or otherwise of any exterior part thereof) ("Alterations") be made in structure or color of any improvements and/or contour of any Lot, nor shall any work be commenced or performed which may result in a change of the exterior appearance of any improvements until the plans and specifications, in duplicate, showing the nature, kind, shape, dimensions, material, floor plans, color scheme, location, exterior plans and details, driveway plans and location, proposed topographical changes, landscape plans, together with the estimated costs of said improvements or Alterations, and together with a designation of the party or parties to perform the work in said improvements or Alterations, and such other information as the Architectural Review Committee may request, have been submitted to and approved in writing by the Architectural Review Committee, its successors or assigns.

The Architectural Review Committee shall consider applications for approval of plans, specifications, etc., upon the basis of conformity with this Declaration and shall be guided by the extent to which such proposal will insure conformity and harmony in exterior design and appearance, based upon, among other things, the following factors: the quality of workmanship; nature and durability of materials; harmony of external design with existing structures; choice of colors; changes in topography, grade elevations and/or drainage; the ability of the party or parties designated by the owner to complete the improvements or Alterations proposed in accordance with this Declaration, including, without limiting the foregoing, such factors as background, experience, skill, quality of workmanship, financial ability, etc.; factors of public health and safety; the effect of the proposed improvements or Alterations on the use, enjoyment and value of other neighboring properties, and/or on the outlook or view from adjacent or neighboring properties; and the suitability of the surrounding area.

The Architectural Review Committee shall have the right to refuse to approve any such plans or specifications, including grading and location plans, which are not suitable or desirable in its opinion, for aesthetic or other considerations. Written requests for approval, accompanied by the foregoing described plans and specifications or other specifications and information as may be required by the Architectural Review Committee from time to time shall be submitted to the Architectural Review Committee by registered or certified mail or in person in which case a written receipt shall be obtained. The Architectural Review Committee shall have the right to charge a reasonable processing and review fee, not in excess of \$250 per submission, for such requests.

After construction, all improvements and/or Alterations continuously shall be maintained in strict conformity with the plans and specifications so approved.

4. ARCHITECTURAL REQUIREMENTS

(A) Building Heights. No dwelling shall exceed three (3) stories or thirty-seven (37) feet in height, and no accessory structure shall exceed one (1) story or fifteen (15) feet in height.

(B) Swimming Pools. All outdoor swimming pools must be of a permanent type of construction and must be constructed substantially below grade so as to qualify as what is commonly referred to as an "in ground" or "below ground" type.

(C) Driveways; Garages. Each Lot with a completed dwelling house must have a paved off-street parking area or driveway to accommodate not less than two full size vehicles and at least a one (1) vehicle attached garage must be constructed upon each Lot simultaneously with the construction of a dwelling thereon. It is the express intention of these Covenants that lot owners have sufficient off-street parking facilities to accommodate their passenger vehicles. All driveways shall be constructed of two inch (2") bituminous concrete (macadam) or such other durable hard surface material as shall be expressly approved in writing by the Architectural Review Committee. All garages and other accessory structures erected on any Lot must harmonize in exterior construction and appearance with that of the dwelling house.

5. CONSTRUCTION PERIOD

The construction of all buildings or other improvements upon any Lot shall be completed within twelve (12) months from the date upon which such construction was begun or ground broken; and such completion shall include the seeding and/or sodding of the lawn area as required, the installation of all other landscaping material, and the completion of a hard surface driveway as required.

6. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

7. REAL ESTATE SALES OR CONSTRUCTION OFFICE

Notwithstanding anything contained herein to the contrary, a real estate sales, or construction office or a trailer, with signs, may be erected, maintained and operated on any Lot, or in any building or structure now or hereafter located thereon, provided such office or trailer, and signs, are used and operated only in connection with the development and/or initial sale of any Lot, and/or the initial construction of improvements on any Lots. Nothing herein, however, shall be construed to permit any real estate sales or construction office, trailer, or sign after such initial development, sales, and/or construction is completed. Except as expressly permitted hereinabove, neither any part of any Lot, nor any improvement now or hereafter erected on any Lot, shall be used for any real estate sales or construction office or trailer, nor shall any sign used in conjunction with such uses be erected without the prior written approval of the Architectural Review Committee. Real estate signs for resale by an individual lot shall be permitted.

8. BUILDING LOCATION; SETBACKS

No building shall be located on any Lot nearer to the street lot line than as shown by minimum building lines on the plats of Hillside at

Seminary. No fences, walls or hedges shall be erected or placed nearer to any street lot line than the minimum building lines.

9. TRAFFIC VIEW

No improvement, planting, shrubbery or any other obstruction shall be placed on any Lot so as to block the clear view of traffic on any streets or common driveways, nor, in any case on any corner Lots shall any planting be done that will exceed 3 feet in height (except shade trees which shall be trimmed so that a clear view may be maintained to the height of 8 feet) closer than 20 feet from either street line.

10. FRONT LAWN

The area within the front of the dwelling shall be kept only as a lawn for ornamental or decorative planting of grass and shrubbery. No statuary, sculpture, fountain, or other ornament may be placed upon the front lawn.

11. FENCES AND WALLS

Fences and walls shall not exceed four (4) feet in height and shall not impede surface drainage. The height restriction shall not apply to short sections of fences that are enclosures of patios, pools, privacy screens and work area screens, or open gardens and shall not apply to retaining walls required by topography provided they are not nearer than the minimum building lines to any lot line, and provided that they are located to the rear of the front face of the dwelling. No fence shall extend beyond the front face of the dwelling or any dwelling on any adjacent lot. Under no circumstances, however, may they exceed a height of 6 1/2 feet. All fences and walls must receive the prior written approval of the Architectural Review Committee as required in Restriction 6 of this Declaration.

12. NEAT APPEARANCE

Property owners shall, at all times, including both during and after construction, maintain their property and all appurtenances thereto in good repair and in a state of neat appearance. Refuse or refuse containers shall not be stored or placed on any property where they will be visible from any street.

13. NUISANCES

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood or any adjoining property owners.

14. ANIMALS

No animals, livestock, or poultry of any kind, including pigeons, shall be raised, bred or kept on any lot, except that dogs, cats or any household pets, not exceeding three (3) in the aggregate, may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided that they are kept so as to avoid becoming a nuisance to the neighborhood or to any adjoining property owners.

15. VEHICLES

No inoperable, junk or junked cars or any motor vehicles other than private passenger vehicles, tractors or trucks in regular operation shall be permitted on the Property and no commercial vehicles shall be left parked on any part of the Property, including, without limitation, any street or lot, longer than is necessary to perform the business function of such

vehicle in the area; it being the express intention of this restriction to prevent the parking of commercial vehicles upon the Property, including, without limitation, the streets or Lots in the Hillside at Seminary Community, for a time greater than that which is necessary to accomplish the aforesaid business purpose. For the purposes hereof, a vehicle shall be deemed inoperable unless it contains all parts and equipment, including properly inflated tires, in such good condition and repair as may be necessary for any person to drive the same on a public highway, and has both current license tags and registration documents. No commercial vehicles, trailers, boats, buses, campers, motor homes, recreational vehicles, tractors, trucks or small vans shall be parked or maintained on any lot in the Hillside at Seminary Community unless garaged. However, during construction of houses, the Venture, the record owners and builders may maintain commercial vehicles and trailers on the lots for the purposes of construction, and for use as a field or sales office. The repair or ordinary maintenance of any vehicles shall not be performed on the Property.

16. LIGHTING AND WIRING

The exterior lighting on Lots shall be directed downward and shall not be directed outward from the boundaries of any Lot. All wiring on any Lot shall be underground. Exterior radio, television and/or citizens band radio antennae, satellite dishes or other broadcasting or receiving apparatus shall be permitted on a Lot only after approval by the Architectural Review Committee, which request for approval shall be considered pursuant to and in accordance with the procedures established in Restriction 3 herein.

17. RESERVED EASEMENTS

The Venture hereby expressly reserves to itself, its successors and assigns, easements over those strips or parcels of land designated on the Plats of Hillside at Seminary as "Drainage and Utility Easement", "Sewer Easement", "Drainage and Sewer Easement", "Open Space", and "Stormwater Management Easement" or otherwise designated as an easement area, and over five foot strips of land running along the front, rear, side and other lot lines of each lot, for the purposes of proper surface water drainage; for the installation and maintenance of sanitary and storm water sewers, lines, pipes or conduits; for the installation of lines, pipes or conduits for water and other utilities; and for such alterations of the contour of the land as may be necessary or desirable to effect surface drainage. Within the aforesaid easement areas, no structure, planting or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities or change the direction of the flow of drainage channels or obstruct or retard the flow of water through drainage channels. The reserved easement areas of each Lot and all improvements therein, except improvements for which a public authority or utility company is responsible shall be maintained continuously by the record owner of the Lot.

18. VENTURE RESERVATIONS

The designation of streets, avenues, roads, courts and places upon the Plats of Hillside at Seminary is for the purpose of description only and not dedication, and the rights of the Venture in and to the same are specifically reserved, and the Venture hereby reserves unto itself, its successors and assigns, the right to grade, regrade and improve the streets, avenues, roads, courts and places as the same may be located on the plats, including the creation or extension of slopes, banks, or excavation in connection therewith and in the construction of and installation of drainage structures therein.

The Venture further reserves unto itself, its successors and assigns, the right to grant easements, rights-of-way and licenses to any

person, individual, corporate body or municipalities; and to install and maintain pipeline, underground or above ground lines, with the appurtenances necessary thereto for public utilities, or quasi-public utilities or to grant such other licenses or permits as the Venture may deem necessary for the improvement of the Hillside at Seminary Community in, over, through, upon and across any and all of the roads, streets, avenues alleys, and open space and in, over, through, upon and across each and every Lot in the easement areas set forth in this Declaration or as shown on the plats of Hillside at Seminary. The Venture further reserves unto itself, its successors and assigns, the right to dedicate all of said roads, streets, alleys, rights of way or easements, including easements in areas designated Open Space, to public use. No road, street, avenue, alley, right of way or easement shall be laid out or constructed through or across any lot or lots in the Hillside at Seminary Community except as set forth in this Declaration, or as laid down and shown on the Plats of Hillside at Seminary, without the prior written approval of the Architectural Review Committee.

The Venture further reserves unto itself, its successors and assigns, the right to amend or modify this Declaration and the Supplemental Declaration, if required in order to satisfy Federal Housing Administration and/or Veteran's Administration rules and regulations, without the necessity of the joinder of any parties in interest, including record owners of any Lot or Lots, except for the Mortgagee and its respective successors and assigns.

19. SEVERABILITY

The invalidation of any one or more of these Covenants or portion thereof by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

20. TERM

These Covenants and the covenants set forth in the Supplemental Declaration shall run with the land and shall be binding for a period of thirty (30) years from the date that this Declaration and the Supplemental Declaration are recorded, after which time the Covenants and the covenants set forth in the Supplemental Declaration shall automatically be extended for successive periods of ten (10) years each unless and until an instrument signed by the then record owners of leasehold equities of redemption, or fee simple interests, as the case may be (excluding mortgagees, ground rent owners, and all others) in the majority of lots subject to the same (casting one vote for each lot so owned) into which the Hillside at Seminary Community shall have been subdivided, has been recorded, by which said Covenants, in whole or in part, and/or the covenants set forth in the Supplemental Declaration, in whole or in part, are amended, modified or revoked.

21. ENFORCEMENT

Enforcement of these Covenants and the covenants set forth in the Supplemental Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages, or both. In acquiring title to any lot in the Hillside at Seminary Community, the purchaser or purchasers violating or attempting to violate any covenant, agree to reimburse the Association and/or any record owners for all costs and expenses for which it or they may be put as a result of the said violation or attempted violation, including but not limited to, court costs and attorneys' fees. In addition, upon a breach of any covenant, restriction or agreement herein contained, Venture or the Architectural Review Committee, and/or their authorized agents, shall have the right upon no less than five (5) days prior written notice sent to the owner or posted on the premises to enter the property upon which such violation exists and summarily to abate or to remove such violation. Such entrance, abatement, or removal shall be at the sole cost and expense of the owner of the lot, and the Venture or the

Architectural Review Committee, and/or their authorized agents, shall in no event thereby be rendered responsible or liable for any damages or injuries to persons or to property thereby resulting.

These Covenants and the covenants set forth in the Supplemental Declaration shall inure to the benefit of and may be enforced by the Association or by record owner or owners of any land included in the Hillside at Seminary Community and their respective legal representatives, successors and assigns, and all persons claiming by, through or under them.

22. ASSIGNMENT BY ARCHITECTURAL REVIEW COMMITTEE

Any and all of the rights and powers (including discretionary powers and rights, and powers of consent or approval) herein reserved to or conferred upon the Architectural Review Committee may be assigned or transferred by the Architectural Review Committee, at its election and in its sole discretion, to any one or more corporations or associations or committees of individuals agreeing to accept the same, and any such assignment or transfer of such rights or powers may be made by the Architectural Review Committee as to all of said land subject to this Declaration or as to any part or parts thereof and may be to different parties for different parts of said land subject to this Declaration. Any such assignment or transfer shall be evidenced by an appropriate instrument duly executed by the Architectural Review Committee and recorded in the Land Records; and upon such recordation thereof, the Grantee or Grantees, Transferee or Transferees of such rights and powers shall thereupon and thereafter have the right to exercise and perform all the rights and powers so assigned or transferred by such instrument in lieu of the Architectural Review Committee, upon and subject, however, to such limitations, conditions, reservations, and provisions as may be imposed by or set forth in such instrument of assignment or transfer. Such instruments assigning or transferring such rights and powers as aforesaid may, among other things, provide for future or further assignment or transfer of such rights and powers as aforesaid, to others by the Grantee or Transferee named therein.

23. AMENDMENT OF DECLARATION AND SUPPLEMENTAL DECLARATION

Except as otherwise provided herein, this Declaration and Supplemental Declaration may be amended by the record owners, provided notice thereof shall be sent to each owner specifying the amendment to be voted on, and provided the same is approved by (i) at least two-thirds of the votes entitled to be cast by the members of the Association, and (ii) Mortgagee or its successors so long as its mortgage is still outstanding on any Lot in the Hillside at Seminary Community. Any amendment to or revision of the Declaration and/or Supplemental Declaration shall be recorded in the Land Records by the Architectural Review Committee.

24. SUPPLEMENTAL DECLARATION OF RESTRICTIONS AND COVENANTS

In view of the Venture's intention to create within the land of the Hillside at Seminary Community certain open spaces and common areas for the benefit of the residents of such community, the Venture desires to provide for the preservation of the values and amenities in such community, and for the maintenance of any open spaces and common areas, and to this end, the Venture desires to subject the Property (together with such additions as may hereafter be made thereto as provided in Article II of this Supplemental Declaration of Restrictions and Covenants) to the additional supplemental restrictions, easements, charges and liens, hereinbelow set forth, each of which is and are for the benefit of such Property and each record owner thereof. For such purpose, the Venture has deemed it desirable for the efficient preservation of the values and amenities in such community, to create an agency that should be delegated and assigned the powers of maintaining and administering the community properties and facilities and

administering and enforcing all applicable covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created. Accordingly, the Venture has incorporated under the laws of the State of Maryland, as a nonprofit corporation, the Association for the purpose of exercising the functions as aforesaid;

NOW, THEREFORE, the Venture additionally declares that the Property and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the additional supplemental covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Supplemental Declaration") hereinafter set forth, all of which shall be construed as a legal instrument, independently of the Covenants set forth in the first twenty-three (23) numbered paragraphs above.

ARTICLE I

Additional Definitions

SECTION 1

The following words when used in this Declaration and Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Common Area" shall mean and refer to those areas of land, sometimes referred to as "open space", that may be devoted to the common use and enjoyment of the owners of the lots, including (i) a parcel labeled H.O.A. Area No. 1 (Drainage and Utility Easement), as shown on Plats One and Two of the Plats of Hillside at Seminary; (ii) a parcel labeled H.O.A. Area No. 2 (Drainage and Utility Easement), as shown on Plat Three of the Plats of Hillside at Seminary; and (iii) parcels labeled H.O.A. Area 3 and H.O.A. Area 4 (Drainage and Utility Easements) as shown on Plat Two of the Plats of Hillside at Seminary.

(b) All of the definitions of defined terms contained in the Declaration are hereby incorporated by reference in this Supplemental Declaration.

ARTICLE II

Property Subject to this Declaration and Additions Thereto

SECTION 1

Existing Property:

The real property that is, and shall be, transferred, held, sold, conveyed and occupied subject to this Supplemental Declaration is located in the Hillside at Seminary Community, and is more particularly described in the preamble to the Covenants to which this Supplemental Declaration is appended, all of which real property shall hereinafter be referred to as "Existing Property".

SECTION 2

Additions to Existing Property:

Additional lands may become subject to this Supplemental Declaration in the following manner:

Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any

property who desires to add it to the scheme of this Supplemental Declaration and to subject it to the jurisdiction of the Association, may file of record a supplementary declaration as described herein. Additions shall be made by filing of record a declaration with respect to the additional property, which shall extend the scheme of the Declaration and Supplemental Declaration to such property.

Such supplementary declaration may contain such complementary additions and modifications of the Declaration and/or Supplemental Declaration as may be necessary to reflect the different character, if any, of the added property and as are not inconsistent with the scheme of the Declaration and Supplemental Declaration. In no event, however, shall such supplementary declaration revoke, modify or add to the covenants established by this Supplemental Declaration within the Existing Property.

ARTICLE III

Membership and Voting Rights in the Association

SECTION 1

Membership:

Every record owner of a Lot that is subject to assessment shall become and be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

SECTION 2

(a) Class of Members The Association shall have two classes of voting membership:

Class A. Except for the Venture, which shall initially be a Class B member, the Class A members shall be record owners holding title to one or more Lots that comprise the Property. Each Class A member shall be entitled to one vote per Lot, for each Lot owned by him or her, in all proceedings in which action shall be taken by members of the Association.

Class B. The Class B member shall be the Venture. The Class B member shall be entitled to three votes per Lot for each Lot owned by it, in all proceedings in which actions shall be taken by members of the Association.

(b) Multiple Owners of Lots If more than one person, firm, corporation, trustee, or other legal entity, or any combination thereof, as a Class A member, holds the record title to any Lot, all of the same, as a unit, and not otherwise, shall be deemed a single Class A member of the Association. The vote of any Class A member comprised of two or more persons, firms, corporations, trustees, or other legal entities, or any other combination thereof, shall be cast in the manner provided for in the Articles of Incorporation of the Association, or as the several constituents may determine, but in no event shall all such constituents cast more than one vote per Lot for each lot owned by them.

(c) Conversion. The Class B membership in the Association shall cease and be converted to Class A membership in the Association on December 31, 1996 or at such earlier time as the total number of votes entitled to be cast by Class A members of the Association equals or exceeds the total number of votes entitled to be cast by the Class B member of the Association. After such conversion, if additional property is made subject to this Supplemental Declaration pursuant to the provisions of Article II, Section 2

hereof, then the Class B membership of the Class B member shall be reinstated until December 31, 1996 or such earlier time as the total number of votes entitled to be cast by Class A members again equals or exceeds the total number of votes entitled to be cast by the Class B member.

ARTICLE IV

Common Areas

SECTION 1

The Venture shall grant and convey to the Association and the latter shall take and accept from the former, any Common Areas designated by the Venture, subject to the covenants, conditions, restrictions and reservations hereinafter set forth, which shall be imposed upon any designated Common Areas for the benefit of the Venture, the Association and the record owners, and their respective personal representatives, successors and assigns. The Association shall have and hold any such Common Areas subject to the following:

(a) The Venture hereby reserves unto itself, its successors and assigns, the bed, in fee, of all streets, avenues and public highways in the Hillside at Seminary Community, or shown on the Plats of Hillside at Seminary.

(b) The Venture, for itself, its successors and assigns, shall have the right to lay, install, construct and maintain, on, over, under or in those strips across land designated on the Plats of Hillside at Seminary as "Drainage and Utility Easement", "Sewer Easement", "Drainage and Sewer Easement", "Open Space", and Storm Water Management Easement, or otherwise designated as an easement area, or on, over, under, or in any portion of the Common Areas, pipes, drains, mains, conduits, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone and other public utilities deemed necessary or advisable to provide adequate service to any lot now or hereafter laid out or established on the Property, or the area in which the same is located, together with the right and privilege of entering upon such Common Areas for such purposes and making openings and excavations therein.

SECTION 2

The Common Areas that may be conveyed to the Association under Section 1 of this Article IV shall be deemed common area, property and facilities for the use, benefit and enjoyment, in common, of each record owner. Structures or improvements designed exclusively for community use, shelters, benches, chairs or other seating facilities, fences and walls, walkways, playground equipment, game facilities, swimming pools, drainage and utility structures, grading and planting may be erected, placed and maintained thereon for the use, comfort and enjoyment of the members of the Association, or the establishment, retention or preservation of the natural growth or topography of the area, or for aesthetic reasons. Except as otherwise permitted by the provisions of this Supplemental Declaration, the Common Areas shall be retained in their natural state, and no structure or improvement of any kind shall be erected, placed or maintained thereon. No portion of any Common Areas may be used exclusively by any owner or other person for personal vegetable gardens, storage facilities or other private uses without the prior written approval of the Association.

SECTION 3

No noxious or offensive activity shall be carried on upon any Common Areas nor shall anything be done thereon which will become an annoyance or nuisance to the neighborhood.

SECTION 4

The Association shall improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore and maintain any Common Areas as from time to time improved, together with any items of personal property placed or installed thereon, all at its own cost and expense, and shall levy against each member of the Association a proportionate share of the aggregate cost and expense required for the care, maintenance and improvement of any Common Areas, which proportionate share shall be determined on the basis which the number of Lots owned by the member bears to the total number of Lots then laid out or established on the Property.

SECTION 5

The right of each member of the Association to use Common Areas shall be subject to the terms, conditions, and provisions as set forth in this Supplemental Declaration and, further, shall be subject to any rule or regulation now or hereafter adapted by the Association for the safety, care, maintenance, good order and cleanliness of Common Areas. All of such terms, conditions, provisions, rules and regulations shall inure to the benefit of and be enforceable by the Association and the Venture, or either thereof, their respective successors and assigns, against any member of the Association, or any other person, violating or attempting to violate the same, or any thereof, either by action at law for damages or suit in equity to enjoin a breach or violation, or enforce performance of any term, condition, provision, rule or regulation. Further, the Association or the Venture shall each have the right summarily to abate and remove any such breach or violation by any member at the cost and expense of such member.

ARTICLE V

PROPERTY RIGHTS IN COMMON AREAS

SECTION 1

The Venture shall hold, and hereafter grant and convey the Lots, subject to the covenants, conditions and restrictions herein set forth, which are hereby imposed upon said Lots for the benefit of the Venture, the Association and other record owners, their respective personal representatives, successors and assigns, to the end and intent that each record owner of a Lot shall have and hold his Lot subject to the following:

Each record owner, in common with all other record owners, shall have the right and privilege to use and enjoy any Common Areas for the purposes for which the same may be designed. Such right and privilege, which shall be appurtenant to and pass with the title to the Lot of each record owner, shall include particularly, but not by way of limitation, use and enjoyment of all Common Areas provided for the use, comfort, and enjoyment of the record owners, subject, however, to the right of the Association to suspend the voting rights and rights to use any Common Areas by a record owner for any period in which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of published rules and regulations of the Association.

SECTION 2

Any record owner may delegate, in accordance with By-laws of the Association, his right of enjoyment to Common Areas, with any facilities thereon, to the members of his family, his tenants, or to contract purchasers who reside on the Property.

SECTION 3

Each record owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of Common Areas, as such rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of Common Areas. Further, each record owner shall comply with the covenants, agreements and restrictions imposed by this Supplemental Declaration on the use and enjoyment of Common Areas.

SECTION 4

The rights, privileges and easements of the record owners are at all times subject to the right of the Association to dedicate or transfer all or any part of any Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the members, and further subject to the written consent of Baltimore County, Maryland; provided, however, that no such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded among the Land Records, which instrument shall also contain the signature of the authorized County signatory.

ARTICLE VI

COVENANT FOR ASSESSMENT

SECTION 1

(a) The Venture, for each Lot owned by it within the Property, hereby covenants, and each record owner, by acceptance of a deed hereafter conveying any such Lot to him, whether or not so expressed in such deed or other conveyance, shall be deemed to have covenanted and agreed to pay to the Association (i) annual assessments or charges and (ii) special assessments or charges for capital improvements, such annual and special assessments and charges to be established and collected as hereinafter provided. The annual and special assessments or charges shall be a charge on the land and continuing lien upon each of the Lots against which the assessment is made, which charge and lien may be established and enforced by the Association. Such assessments or charges, together with interest at a rate not to exceed twelve percent (12%) per annum, and costs and reasonable attorneys fees incurred or expended by the Association in the collection thereof, shall also be the personal obligation of the record owner holding title to any Lot at the time when the assessment fell due or was payable. If any assessment or charge is not paid when due, then the Board of Directors of the Association may impose a late charge not in excess of ten percent (10%) of the amount due in addition to any interest due thereon. The personal obligation for any delinquent assessment or charge, together with interest, late charges, costs and reasonable attorneys' fees, however, shall not pass to the record owner's successor or successors in title unless expressly assumed by such successor or successors.

(b) The right to create a lien established hereto is intended to be established in accordance with the terms and provisions of the Maryland Contract Lien Act, Md. Real Prop. Code Ann., Sections 14-201 et seq. (1985).

SECTION 2

The assessments and charges levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Hillside at Seminary Community, and in particular for (i) the improvement and maintenance, operation, care, services and facilities related to the use and enjoyment of any Common Areas; (ii) the

payment of taxes on any Common Areas (except to the extent that proportionate shares of such public charges and assessments on Common Areas may be levied against all Lots laid out on the Property by the tax collecting authority so that the same is payable directly by the record owners thereof, in the same manner as real property taxes assessed or assessable against the Lots); (iii) the payment of insurance premiums on any Common Areas; (iv) the costs of repair, replacement and additions to any Common Areas and improvements thereon; (v) the cost of maintaining and replacing street trees throughout the Hillside at Seminary Community as required by Baltimore County, Maryland, whether or not such street trees are located in any Common Areas; (vi) the costs of performing additional services for the Hillside at Seminary Community as may be approved from time to time by a majority of the members of the Association; and (vii) the cost of labor, equipment, materials, management and supervision incurred or expended in performing all of the foregoing.

SECTION 3

Until the year ending January 1, 1989, the maximum annual assessment shall be Two Hundred Forty Dollars (\$240.00) per lot. From and after January 1, 1989, the maximum annual assessment may be increased each year by not more than fifteen percent (15%) of the maximum assessment for the previous year without a vote of the membership of the Association. From and after January 1, 1989, the maximum annual assessment may be increased above the fifteen percent (15%) limitation specified in the preceding sentence only by a majority vote of each class of members of the Association, voting in person or by proxy, at meeting duly called for such purpose. Neither the Venture nor any Lot to which the Venture holds record title, shall be exempt from any assessment hereunder, but, notwithstanding anything elsewhere set forth herein, the following allowance shall be made by the Association to the Venture in each instance: annual assessments or charges made or levied against any Lot to which the Venture holds record title shall equal twenty-five percent (25%) of the annual assessment or charge made or levied against any other Lot laid out on the Property, to the end and intent that the Venture shall not pay more, or less, than twenty-five percent (25%) of the per Lot annual assessment established by the Association under this section. The Board of Directors of the Association may fix the annual assessment or charges against each member at any amount not in excess of the maximum.

SECTION 4

In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on a Common Area, including fixtures and personal property related thereto, provided that such assessment shall first be approved by a majority vote of each class of the members of the Association, voting in person or by proxy at a meeting to be called for such purpose.

SECTION 5

Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and the basis of the assessments fixed by Section 3 hereof prospectively for any period provided that any such change shall have the assent of a majority of each class of members of the Association, voting in person or by proxy, at a meeting duly called for such purposes.

SECTION 6

Written notice of any meetings of members of the Association called for the purpose of taking any action authorized under Sections 4 and 5 of this Article or under Restriction 23 of the Declaration shall be sent to all

members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence at the meeting of members or of proxies, entitled to cast sixty percent (60%) of all of the votes of each class of members entitled to be cast at such a meeting shall be necessary and sufficient to constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 7

The annual assessments shall commence on the first day of January, 1987.

The annual assessments for each and every year shall be levied as of the first of January of each such year and shall be and become due and payable semi-annually on the first day of January and the first day of July of such year.

The due date under any special assessment under Section 4 shall be fixed in the resolution authorizing such special assessment.

SECTION 8

Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any record owner.

Written notice of the assessment shall thereupon be sent to every record owner subject thereto.

The Association shall upon demand at any time furnish to any record owner liable for assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated as having been paid.

SECTION 9

If the assessment is not paid within thirty (30) days after the due date (being the date specified in Section 7 hereof), then the assessment shall be delinquent and shall bear interest from the date of delinquency at a rate not to exceed twelve percent (12%) per annum. Within two (2) years after the due date for payment of the assessment, if the Association intends to create a lien as a result of an owner's nonpayment of an assessment, then the Association shall give written notice to the party against whose property the lien is intended to be imposed. At a minimum, the notice shall contain (a) the name and address of the Association; (b) a statement of the Association's intent to create a lien; (c) the nature of the breach and the amount owed to the Association; (d) a description of the property against which the Association intends to seek a lien; and (e) a statement that the person whose property the lien shall be imposed has a right to a hearing. The Association may then bring an action at law against the record owner personally obligated to pay the same, or at equity to foreclose the lien against the property, and there shall be added to the amount of such assessment the reasonable costs of preparing and filing the complaint of such action, and in the event that judgment is obtained, such judgment shall include interest on the assessment

as above provided and reasonable attorneys' fees to be fixed by the Court together with the cost of the action.

SECTION 10

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage(s) or deed(s) of trust now or hereafter placed upon the property subject to assessment; provided, however, that the sale or transfer of any lot pursuant to mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such future assessment.

No record owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any Common Areas or abandonment of his lot.

AND the said Mortgagee joins herein for the purpose of assenting to and subordinating the Municipal Mortgage hereinabove described to this Declaration and Supplemental Declaration, reserving, however, the lien of the Municipal Mortgage on the easements, reservations, rights and benefits reserved and retained by the Venture herein.

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

WITNESS:

THE HILLSIDE AT SEMINARY JOINT VENTURE

BY: BIR HILLSIDE, INC., General Partner

Carol A. Leonard

By: Vernon D. Kalkman (SEAL)
Vernon D. Kalkman,
President

BY: EXCALIBUR PROPERTIES, INC.,
General Partner

to Carol Lopez

By: Thomas J. Guidera, Jr. (SEAL)
Thomas J. Guidera, Jr.
President

WITNESS:

MUNICIPAL SAVINGS AND LOAN ASSOCIATION

Michael Stated

By: [Signature] (SEAL)

STATE OF MARYLAND, BALTIMORE Co., TO WIT:

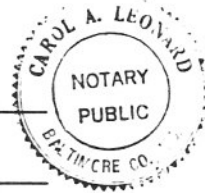
I HEREBY CERTIFY that on this 20th day of Feb., 1986, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared VERNON D. KALKMAN, President of BIR Hillside, Inc., partner in The Hillside at Seminary Joint Venture, the joint venture named in the foregoing Declaration of Covenants, Conditions and Restrictions, who, in my presence,

signed and sealed the same and acknowledged the same to be the act and deed of said joint venture.

AS WITNESS my hand and seal.

Carol A. Leonard
Notary Public

My Commission Expires: 7/1/86



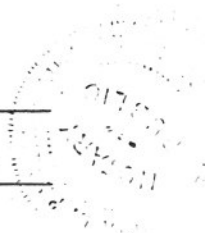
STATE OF MARYLAND, BALTIMORE County, TO WIT:

I HEREBY CERTIFY that on this 19th day of February, 1986, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared THOMAS J. GUIDERA, JR., President of Excalibur Properties, Inc., partner in The Hillside at Seminary Joint Venture, the joint venture named in the foregoing Declaration of Covenants, Conditions and Restrictions, who, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of said joint venture.

AS WITNESS my hand and seal.

Maria L. Paglia
Notary Public

My Commission Expires: 7-1-86



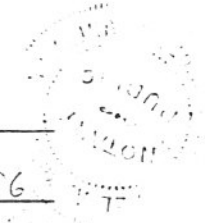
STATE OF MARYLAND, BALTIMORE Co, TO WIT:

I HEREBY CERTIFY that on this 19th day of February, 1986, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Joseph T. Burgess, President of Municipal Savings and Loan Association, the mortgagee named in the foregoing Declaration of Covenants, Conditions and Restrictions and who executed the same in the capacity therein stated for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Michael Schultz
Notary Public

My Commission Expires: July 1, 86



Mail to Gordon F. Bennett et al
Address 233 E Redwood St
31202

AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Amended Declaration") made this 26th day of September, 1988 by THE HILLSIDE AT SEMINARY COMMUNITY ASSOCIATION, INC., a Maryland corporation (the "Association") and MUNICIPAL SAVINGS BANK, F.S.B., a mutual savings bank association originated and existing under the laws of the State of Maryland ("Mortgagee").

Background Statement of Facts

A. By virtue of a certain Declaration of Covenants, Conditions and Restrictions dated February 20, 1986 and recorded among the Land Records of Baltimore County, Maryland in Liber E.H.K., Jr. No. 7101, Folio 302 (the "Declaration"), The Hillside at Seminary Joint Venture (the "Venture") subjected certain real property described in Exhibit A to the Declaration and known as The Hillside at Seminary, to certain covenants, conditions and restrictions.

B. Pursuant to the Declaration, The Hillside at Seminary Architectural Review Committee (the "Committee") has been established to review and approve all plans submitted by Lot owners for construction of improvements on Lots within The Hillside at Seminary in accordance with the provisions of the Declaration.

C. Pursuant to the Declaration, the Committee is composed of the following members: John J. Nagle, Jr., JoAnn Copes, Frederick Walker, Donald Taylor and Thomas J. Guidera, Jr.

D. John J. Nagle, Jr. has elected to withdraw from the Committee.

E. The Association desires to amend the Declaration in order to elect new members to the Committee and to provide for their term of office. The Declaration in all other respects will remain unchanged and unamended.

NOW, THEREFORE, the Declaration is hereby amended by deleting the second and third sentences of Section 2 ("ADMINISTRATION") and substituting therefor the following:

"The Architectural Review Committee is composed of the following members: Thomas J. Guidera, Jr., JoAnn Copes, Donald W. Taylor, Paul G. Bollinger and Frederick Walker, each of whom shall act and serve for a term of three years accounting from September 30, 1988,

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11/14/88

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE
SIGNATURE JR DATE 11-4-88

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Baltimore County
JR 11-4-88

Per Jerry Dwyer
Date 11-2-88 Sec. 11-85 DVC
TRANSFER TAX NOT REQUIRED

as if each were an initial member of the Committee, and thereafter until his or her successors shall be duly appointed. At any time after the expiration of such three year period, the then members of the Association shall have the power, upon a majority vote of each class of members of the Association, voting separately, by a duly executed and recorded instrument, to elect new members to, or other wise change the membership of the Architectural Review Committee, so long as the Architectural Review Committee shall at all time be comprised of at least three members."

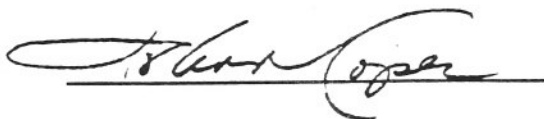
Except as hereinabove set forth, the Declaration and all of its terms and conditions shall remain in full force and effect.

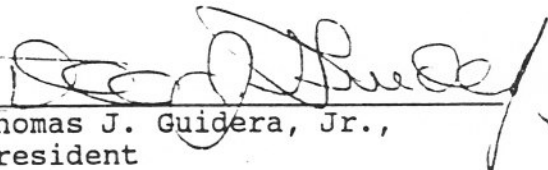
This Amendment has been adopted in accordance with the provisions of Section 23 of the Declaration.

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

WITNESS:

THE HILLSIDE AT SEMINARY COMMUNITY ASSOCIATION, INC.

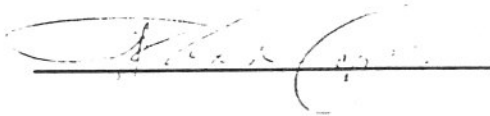


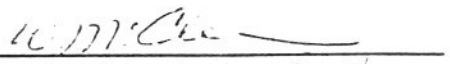
BY: 
Thomas J. Guidera, Jr.,
President

Mortgagee joins herein for the purpose of assenting to the adoption and recordation of this Amended Declaration.

MORTGAGEE:

MUNICIPAL SAVINGS BANK, F.S.B.



BY: 
Title: Executive President

STATE OF MARYLAND)
County) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 8th day of September 1988, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Thomas J. Guidera, Jr., President of The Hillside at Seminary Community Association, Inc., the corporation named in the foregoing Amended Declaration of Covenants, Conditions and Restrictions, who, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of said corporation, and who certified that the same was adopted in accordance with with the provisions of The Hillside at Seminary Declaration of Covenants, Conditions and Restrictions.

AS WITNESS my hand and Notarial Seal.

Mona L. Paglia
Notary Public



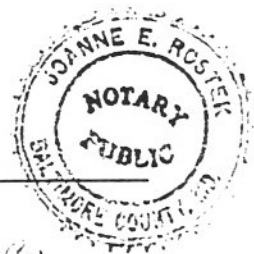
My Commission Expires: July 1, 1990

STATE OF MARYLAND)
CITY/COUNTY OF BALTIMORE) To Wit:

I HEREBY CERTIFY that on this 7th day of September, 1988, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Jean M. McClean, Sr. Vice President of Municipal Savings Bank, F.S.B., the mortgagee named in the foregoing amended declaration of covenants, conditions and restrictions, and who executed the same in the capacity therein stated for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Joanne E. Rostek
Notary Public



My Commission Expires: 7-1-90

RETURN TO:
Janice Portney
233 E. Redwood Street
Baltimore, Maryland 21202



Architectural Review Guidelines

Issued May 2, 1986

Revision 1 1986
Revision 2 1989
Revision 3 1990
Revision 4 2012

Hillside at Seminary
Guidelines and Covenants
2011

Hillside has unique challenges because it was developed as a PUD (Planned Unit Development). The complete and technical definition of a PUD may be found at Baltimorecountymd.gov and enter PUD in the search box. The short version is that a developer gets to build more homes than the zoning code allows in exchange for setting aside additional open space and common areas. This type of increased density is seen in Hillside's irregular property lines, setbacks, panhandles, and home placements.

One of the key points to PUD approval is "...compatible and efficient use of land, including the consideration of any detrimental impact upon adjacent residential communities." As a result, two of the key points for approval by the ARC (the "ARC") of a requested change are: 1) the change has no detrimental impact on adjacent properties, and 2) the request is compatible with the neighborhood as a whole as well as the individual property. These and other requirements are specified throughout the various sections of the Declaration.

The Architectural Review Committee's mission is to treat each Hillside neighbor with courtesy and consideration during the review process. While all homeowners will be treated equally, the property upon which their home is located determines what can and cannot be approved. Setbacks, corner placements, runoff concerns, visibility, etc are different in most cases, and because of those differences, what can be approved for one property may not be approved on another.

These Current Guidelines were completed over a three year period by the following members who spent numerous hours and late evenings of their time as volunteers for the community. The community thanks and honors their time and effort over many years.

**Dick Toohey, Deborah Anderson, Carolyn Knott
Sherry Steinwachs, Art Trump, Doug Johnson, Michael Johnston**

Guideline Definitions and Clarification of Terms

Guiding Principles of the Architecture Review Committee

1 – The Declaration of Covenants, Conditions and Restrictions of The Hillside at Seminary (“the Covenants”) is the legal document that sets forth how our neighborhood is to function legally.

The Covenants are “carved in stone” and its provisions can only be changed by two-thirds, written vote of all homeowners, and recorded in the Land Records of Baltimore County. The Architectural Review Guidelines (“the Guidelines”) enumerate how the Architectural Review Committee (“the ARC”) is to conduct its business on behalf of all residents of The Hillside. From time to time, this document can be revised by the ARC, with the approval of the Board of Directors. Our Covenants are the local equivalent of the US Constitution; the Guidelines are the local equivalent of the laws that “flesh out” the basic document. The Board is now issuing a revision of the previous Guidelines.

2 - All deliberations and decisions of the ARC are guided by the standards set forth in the Covenants. Under The Maryland Homeowners Association Act, the Covenants, Budget, the Guidelines, and A Request for An Exterior Property Change must be presented to the purchasers at least ten days prior to property settlement. This must be a part of the contract of sale and allows the buyers the chance to exit the contract without reason within 5 business days of receiving these documents. The purchaser must sign a document acknowledging receipt of these “Homeowner Documents.” Having signed these documents, it is presumed that all homeowners have read and understand their responsibility to submit to and receive approval from the ARC for all projects before beginning any project.

3 - All regulations contained in these revised Guidelines which differ from previous versions of the Guidelines will be applied only to changes subsequently made. These Guidelines have become the community standard (and are put into force by the Board). Any past or current usage which differs from the revised Guidelines is considered valid until the then-owner of a property wishes to modify or change or until [its](#) natural life ends or it wears out.

4 - The Covenants require that all exterior alterations must be submitted and approved by the ARC prior to the commencement of any construction or work. An owner who signs a contract and purchases materials, or initiates construction, without prior written approval from the ARC, risks incurring the expense of removing the alteration should it not be approved. This provision of the Covenants remains in force with these revised Guidelines.

5 - All applications for exterior changes are reviewed on a case by case basis. The ARC's role is to uphold the Covenants and be guided in its deliberations by precedent and neighborhood history. The members of the ARC pledge to be fair, balanced and unbiased in their deliberations and to hold in confidence comments and decisions made at ARC meetings.

6- ARC members should have working knowledge in reading blue prints, plats and builder plans. Professional experience in construction, law, architecture or related fields is helpful. Committee members must possess a working knowledge of the Covenants and the Guidelines. Committee members will need to research and occasionally take field trips. Committee members must not bear grudges or bring their personal feelings for or against a project into the decision making process. They must be able to speak and cooperate with all neighbors, regardless of personal feelings or friendships. Any project adjacent to a ARC member's property may be subject to a vote by the ARC to determine whether or not the ARC member should participate in the decision making process for this particular project. Committee members may not speak on their own as representing the authority of the ARC. It is always preferred that a committee member refer a question from a resident to the chair of the ARC, or bring the question to the whole committee by email or at an ARC meeting.

(As a historical perspective, this cover letter from the original Board has been added.)

April 20, 1997

Dear Association Member:

As successor to the original developer, your Board has the responsibility to uphold the Covenants which governs our community. The Architectural Review Committee, under the leadership of Dan Wernecke, has overseen the construction of the homes in The Hillside since the developer relinquished its authority. Now that only one buildable lot remains, this committee will take a well deserved rest. This letter and the attached documents will detail the process which the Board has now put in place for residents to make exterior changes to their homes and properties from this point forward.

The Covenants responsibility to oversee alterations and to maintain The Hillside now passes directly to the Board of Directors which all of us elect annually. Using a new subcommittee, the Board will review and grant permission for all exterior changes to any property in our community. We will conduct this review utilizing a process which will take into account both the aesthetics of The Hillside as a community as well as the needs and concerns of the individual residents.

The Board will strive to grant authorization in a timely fashion; however, please bear in mind that this is a multi-step process. The Board must have time to review each proposal prior to the Board's meeting, so residents must submit applications four to six weeks prior to the intended starting date for any project.

This system has been designed for reasonable proposals to be dealt with simply, and controversial ones given full and timely consideration. Please do not feel in any way intimidated by the process. This organization is run by you and your neighbors volunteering their time. If you have any questions or concerns, please do not hesitate to contact us.

We trust that this system will work to everyone's benefit and help The Hillside continue to be an attractive and cooperative community.

Attached is an outline of the system which the Board is now instituting. Also included is an application for you to keep on file, and a list of those items which require Board approval.

Board of Directors

Current ARC procedures

Procedures for the ARC As have been followed since 1997

An application is to be submitted in writing by a property owner. Samples, drawings, cut sheets and photographs, etc. are to be included. The chair, or another member of the ARC, will review the application and notify abutting and/or viewing neighbors of the proposed change as warranted. The standard Notification to Neighbors form will be used if appropriate. Applicants are encouraged to speak with neighbors before they submit an application; however, this does not stand in place of the ARC's request for information from the neighbors. The information a neighbor submits to the ARC and the Board will be held in confidence if the neighbor so chooses. The ARC appreciates the knowledge and input of a neighbor, and will consider that in its deliberations, but no neighbor holds veto power over another's application.

The ARC will take action on the application within six weeks of the date of receipt. On large, controversial or difficult applications, it may take longer for the final decision to be rendered. Extra time may also be needed if an independent consultant must be called in to render an opinion. The fee to hire such a consultant will be paid by the Board, and the applying homeowner must reimburse the Board.

The chair of the ARC will arrange a meeting at the convenience of the other members of the committee. Members are expected to review any material relevant to an application, which they receive before a meeting.

The ARC generally will not deal with contractors or consultants hired by the applicant unless the ARC chooses to do so.

The ARC will not begin to process any application from the purchaser of a property until after they legally own the property. Prospective Buyers of property lack legal standing, therefore, they may not apply for any changes until they have settled and are legally the owners of a property.

The ARC will not process any application between August 1-Labor Day and November 15 and January 15. These periods gives the volunteers some time off and is normally the least busy times of the year. Those weeks are not included in the 6 week processing time frame.

All decisions of the ARC will be delivered in writing to the homeowner.

Information discussed at an ARC meeting is confidential. It is not to be shared with any other person, or the applicant without the express knowledge and consent of the members of the ARC.

The ARC may conduct a fact-finding meeting(s) to review applications to determine what other information is needed to make a decision, including professional advice, or consult with other members of the community. All but the simplest applications usually require more than one meeting.

The ARC may need to make a site visit to determine pre-existing conditions, architectural impact, harmony with existing elements, materials, topography, impact on neighbors etc. There are two types of visits:

- 1 – An official visit occurs when one or several members of the ARC are delegated to conduct a fact-finding visit where a property owner and/or neighbor may be consulted.
- 2 – A casual visit occurs when a member of the of the ARC visits a property to learn the details of an application prior to the ARC determining a course of action. This type of visit or conversation with a homeowner does not represent any authority from the ARC as a group and is not binding on the ARC deliberations.

Whenever there is a casual meeting or an official visit to a home the arc and or board member should notify the homeowner in advance of the purpose of the meeting and whether it is an official visit or casual.

Per the Covenants, the chair of the ARC is a member of the board of the HOA. Another member of the Board, the president or his/her designee, also serves as member of the ARC. The other members of the ARC are to be non-board volunteer members of the community. These members are appointed by the board and serve for a one-year renewable term. The chair of the ARC will apprise the Board in a timely manner of all applications in progress. The secretary of the Board must note the report of the ARC in the minutes of the board meetings.

The decision of the ARC will be communicated to the applicant in writing on the usual ARC authorization form. A copy of this decision will be kept in the property file for each property. All drawings etc. submitted by the applicant become the property of the ARC.

An applicant or a neighbor may appeal the decision of the ARC to the Board for review and a vote. When a resident appeals a decision to the board, all members of the Board who are present each have one vote. If a board member is not present during the discussions they do not vote on the issue. Such a meeting needs at least four Board members present. The board may decide to put off the discussion and vote until more are present. The two board members who also serve on the ARC also each have a vote, as the appeal is being heard *de novo*. A simple majority of those board members present must agree either to uphold the decision of the ARC or either to support or modify the appeal request. A written response will be sent from the Board to the applicant.

All ARC members are covered, by extension, under the officers and directors' liability policy carried by the board of directors. At any time, if a resident threatens to sue the Board, the ARC, or a member of the ARC, or if a resident uses abusive, derogatory,

insulting or foul language to anyone involved in the ARC process, the Board/ARC member may politely tell the resident that the conversation has just ended and that all further conversation concerning the matter should be taken up with the Board. The matter will be turned over to, which at its discretion, may notify the HOA attorney.

DEFINITIONS of TERMS

Membership of the Board (defined in the Covenants)

The members of the Board are elected by the residents of the Hillside at the annual meeting. Board members serve for a three-year, renewable term. Two members of the board sit as members of the ARC.

Membership of the ARC (defined in the Covenants)

Members of the ARC are appointed by the Board. Two members of the Board serve on the ARC, and the other members are non-Board members. A volunteer who wishes to serve on the ARC is normally required to serve an Internship to learn construction terms, gain a working knowledge of the Covenants and become familiar with the review process. The ARC does not follow a routine meeting schedule, but meets on an as-needed basis.

Emergency Situation

In the case of an “emergency situation,” the ARC works within a time frame commensurate with the emergency presented. When homeowners feel they need an authorization within a short period of time, they should place a phone call to either the chair of the ARC or another member of the committee.

At no time does the perceived emergency negate the process of ARC approval or override the authority of the Covenants or the Guidelines.

A temporary solution, for reasons of safety, may be required. In that case, ARC approval will still be required which would enumerate how a permanent solution will be worked out and what time frame would be needed.

Appeal process

An applicant or a neighbor may appeal the decision of the ARC to the Board in person or in writing. The Board may also call for a special meeting if required. When a resident appeals an ARC decision to the Board, a quorum of the Board must be present. All members of the Board present, unless recused, have one vote in the appeal. The two Board members who also serve on the ARC also have a vote, as the appeal is being heard *de novo*. A simple majority of those Board members present must agree to either uphold the decision of the ARC or to support the resident’s appeal. An expeditious written response will be sent from the Board to the applicant in a timely manner.

Payment for ARC use of expert resources in Covenants #2 and #3

If the ARC deems it advisable to seek the review of a project by an architect or engineer, the Committee may engage such consultants. Accordingly, the homeowner applying to the ARC will be required to pay a fee in advance to cover the services of such professionals. The ARC will advise the homeowner if such expenses will be required.

Front line and fence setback from adjacent house

Several homes in The Hillside are situated farther back from the street than an adjacent home on the street. A house that sits forward of the next house, may not erect a fence that extends beyond the front face or owner's dwelling or the front face of a neighbor's dwelling. The garage would not be considered the dwelling. See covenants #8 and # 11.

Easements Covenant #17

Easements are parcels of land designated on the Plat of Hillside as land reserved for drainage and utility lines, sewer easement, open space and storm water management easement. These easements are recorded on the neighborhood plat and may include five foot strips of land running along the lot's front, rear, side and other lot lines of each homeowner's lot,. The Covenant may not permit any structure (including a fence), planting or other material to be placed in certain easements.

Hillside Covenant

Sections of the Covenants which apply to construction and the role and responsibility of the ARC include Articles #1-21. These sections are entitled:

- Land Use
- Administration
- Architectural Review
- Architectural Requirements
- Construction Period
- Temporary Structures
- Construction
- Building Location: setbacks
- Traffic View
- Front Lawn
- Fences and Walls
- Neat Appearance
- Nuisances
- Vehicles
- Lighting and Wiring
- Reserved easements
- Severability and Enforcement

Preexisting condition

Any construction erected or installed by the original builders, under the original developer-run ARC, possibly before the current owner purchased the property.

Non-conforming use

An exception from the Guidelines or the Covenants for a specific need as required by law must still be submitted to the ARC for approval by example a ramp for a handicapped individual. The non-conforming use would cease to be permitted when the condition that necessitated it no longer existed.

Non-complying use

Any construction erected or installed without the approval of the ARC is a non-complying issue and a violation of the Covenants. Therefore, it is subject to removal at the owner's expense under Covenant #21.

Baltimore County Building Code

The laws governing all construction in Baltimore County are found in this code. Construction may require obtaining a building permit and certain inspections performed by county inspectors. ARC regulations may be stricter than Baltimore County Building Code.http://www.baltimorecountymd.gov/Agencies/permits/pdmfaq/pdmfaq_bldgpermitpoc.html

Zoning variances

If a homeowner needs a variance from Baltimore County zoning to initiate a project, that variance must be obtained before submitting the project to the ARC.

Foundation planting

Every property must have an installation of evergreens (green in all seasons) across the full front width of the house. For dwellings situated in front of other dwellings, or with exposure to front streets, a side elevation may need an evergreen foundation planting as well.

Lengthy review

Normally reviews and decisions are reached and communicated to the homeowner within a month. Projects which require site visits, professional consultants, amended plans or technical difficulties require more review time than the average project. During a lengthy review, the ARC is in contact with the homeowner and will keep them advised of the progress of the application, and the issues still to be resolved.

Permanent installation

A permanent installation is any construction that cannot be removed without tearing out the installation and leaving a footprint on the property. Any item that can be moved about or from a property is not considered permanent.

Flashing

Flashing is the strip of metal to prevent water from entering a joint in roofing. Flashing is installed in the valley of a roof.

Valley

A valley is a low area between sections of a roof.

Architectural Review Guidelines October, 2012

1. ADDITIONS

a. ADDITIONS

- i. Additions include any permanent structure added to the property that increases or changes the utility, esthetics, functionality or square footage on any part of the existing structure.
- ii. Plans for all additions must be submitted to and approved by the ARC before commencing any site work. Large or complicated additions may require more than the typical length of time to receive approval. This should be considered before signing contracts and ordering materials. It is advisable that a property owner not enter a final contract with a builder until written approval is received from the ARC.
- iii. Approval from Baltimore County is required for most additions, which may include a zoning variance. If a zoning variance is required from Baltimore County, it must be obtained before the project is submitted to the ARC for approval.
- iv. Design, foundation, roofing, materials and color components of additions must be compatible with the existing structure and with the neighborhood.
- v. Please see the list of criteria necessary to be submitted for an addition in Supplement #1 entitled ADDITIONS

b. CHIMNEYS and VENTS

- i. The full height of chimneys must be constructed of either brick or stone.
- ii. Chimneys incorporated into additions must match any other chimney structure on the house in color, style and material.
- iii. Dimensions of new chimneys need to be proportionate to the attached structure.

- iv. Exterior gas flues or stovepipe exhausts are not acceptable, unless part of a masonry chimney.
- v. All permanent masonry-type barbecue structures and/or outdoor fireplaces must be submitted for approval.
- vi. All heating and mechanical ventilating elements must be located on the rear surface of the roof or siding. Any mechanical vent must be painted a dark color compatible with the roof color or siding and is to be located to ensure minimum visibility from the street.
- vii. Any venting for appliances must be painted to match the immediately surrounding surface area.

c. BUILDING LOCATIONS and SETBACKS

- i. Buildings must be constructed within the building envelopes established by the ARC. These may, in some cases, be more restrictive than the County's set backs. The ARC reserves the right to require owners to stagger setbacks in relation to adjacent houses to achieve diversity in the streetscape.
- ii. The minimum building lines are designated on the Plats of Hillside at Seminary. These plats are on file with Baltimore County.
- iii. To paraphrase the Covenants: no fences, walls or hedges may be placed closer to the street or adjacent properties than the minimum building line. A traffic view setback is also placed on all lots to prohibit the blocking of a clear view of traffic from all streets and common driveways. Corner lots, including those abutting common driveways, have additional setback restrictions.
- iv. The building setbacks on contiguous properties will be considered during all relevant review processes. Any restrictions set forth in the Covenants and the Guidelines will be included in the final decision.

d. BUILDING HEIGHTS

- i. The Baltimore County Building Code does not permit wood frame structures to exceed 35' in height, measured from the average foundation grade to the mean level of the gable. This continues to be the requirement established by the ARC. Some lots had 30' building height restrictions placed upon them by the ARC in order that the owners could maximize the buildable area on those lots. Since all lots

are improved at this time, these limitations would apply in a reconstruction of a house or a major addition to a house.

e. EXTERIOR WALL FINISHES

- i. Brick color must be approved.
- ii. Stone must be indigenous to the area such as Butler stone or the equivalent.
- iii. Reconstructed stone or flagstone will not be approved.
- iv. Horizontal natural wood siding such as cedar or redwood, or traditional board and batten siding is acceptable but must be periodically maintained over the life of the product. Stains or paint colors must be approved. Note that aluminum siding, vinyl siding plywood siding or other sheet goods, asbestos shingle and stucco board will not be approved.
- v. Stucco may be acceptable on some house styles.
- vi. Color and finish must be approved.
- vii. Selective man-made products may be approved.

f. PODS, DUMPSTERS, SPOT A POTS

- i. The use of any temporary storage units or bathroom units may be only for the shortest time possible while construction is actively in progress. This applies to exterior construction approved by the ARC, and also to internal construction at any dwelling.
- ii. The location of these temporary facilities must be approved by the ARC prior to delivery on site. In all situations, they must be contained on the property where the construction is taking place. It is the responsibility of the home owner to keep the area around these facilities neat and sanitary at all times.

g. ROOFS

- i. Pitch shall not be less than 6:12.
- ii. Any Dutch colonial roof must be properly framed. Fanning out of an exterior wall surface to simulate a Dutch roof will not be approved.
- iii. Flat roofs generally will not be acceptable.
- iv. False parapets or mansards will not be approved.

- v. For information regarding roofing products and the procedure for having a roofing product approved, please see Supplement #2
ROOFING

h. TRIM MOULDING

- i. If used, trim molding must be consistently applied to the exterior of the roof edge or anywhere else so that it adds consistency to the design.

i. WALLS AND FOUNDATION

- i. All foundations must be brick to grade.
- ii. All “four season” additions must have brick to grade foundations. Exceptions may be considered based on terrain surrounding the house with appropriate evergreen foundation planting.
- iii. Generally, exterior walls on additions must match existing brick or siding in color, style and materials.

2. Modifications to Existing Structures

a. EXTERIOR LIGHTING

- i. The covenant specifies that exterior lighting may only be directed downward. This means there may be no up lighting or washing walls with light from the foundation. Up lighting may be acceptable in selective locations of landscape plantings with ARC approval.
- ii. Any change to current lighting must be submitted to the ARC for approval.
- iii. A minimum of one rustproof metal, fiberglass, or wooden post light is required adjacent to the front walkway or driveway entrance.
- iv. Fixtures must be proportional to the façade and compatible with the architecture of the dwelling.
- v. Multiple candles are the preferred style.
- vi. All exterior light fixtures must be consistent in style and material with the existing architecture.

- vii. Floodlights must be in a sleeved housing, mounted under the eaves, and adjusted so as not to shine beyond the property line, or into another dwelling.
- viii. Landscape accent lighting and up lighting for trees and shrubs must be submitted for approval; a description of fixtures and photographs are to be provided. This submission must include a design plan that shows the location of each fixture, the wattage, the beam spread and height of each lamp to be installed. Light from these fixtures may not be visible above the roofline of the house. Accent lighting and path lighting must emit a soft white glow, as opposed to a blue glow. Solar lighting is not acceptable due to the blue glow it emits currently.

b. FRONT DOORS AND SIDE DOORS

- i. Replacement doors must be compatible with the style of the house, and compliment the style of the existing windows.
- ii. Windows are not permitted in the front door, unless at least half the area of the door will be one window. Sidelights and top lights are permitted.
- iii. Doors must be painted or stained and the colors must be submitted for approval as part of the overall paint plan of the house.

c. GARAGES

- i. Each home has been constructed with at least a two-car garage. Any changes to existing garages, such as expansions or requests for a detached garage, will be governed by the building provisions of the Guidelines. The request must include architectural plans for any proposed change. Waiver of the Covenant provision requiring that a garage be attached to the house will be considered by the ARC on an individual basis. Carports will not be permitted.

d. GARAGE DOORS

- i. Garage doors must be high quality compatible with the style of the home.
- ii. The material must be either wood or metal. Other man-made material will be reviewed as a case-by-case basis.
- iii. Garage doors of traditional homes must have colonial style raised paneled doors at least 3/8" deep.
- iv. Doors may be painted or stained.

- v. Doors that are painted must be painted the same color and finish as the siding, shutters or trim, as approved by the ARC.
- vi. Doors for non-traditional style houses are subject to individual review.
- vii. If door design includes windows, the panes must be small and rectangular divided by mullions. Panes must be clear glass and located only across the top of the door, comprising no more than 20% of the total door area. Approval will be based upon overall compatibility to the general design of the home and will be treated similarly as new roof approvals. ARC will require a field review of a new style door outside the neighborhood. Each door will be judged individually and must be approved by both model and manufacturer.
- viii. No decorative hardware is permitted on garage doors.

e. HANDICAP ACCESSIBILITY

- i. All accessibility additions visible on the outside of the house must be submitted in advance of placement for ARC approval.
- ii. The ARC will make every attempt to recognize the individual needs and unique requirements of each homeowner making an application under this provision.
- iii. The handicap modifications must be removed and the affected areas restored to its original state if the individual(s) utilizing the handicap access no longer resides in the residence or the handicap no longer exists.
- iv. The preferred access would be through the garage or rear entrance to the house.
- v. The design and materials used with the accessibility improvement must be compatible with the structure to which it is attached. Screening or landscaping of the handicapped modification may be required

f. HEAT PUMPS/ POOL PUMPS

- i. Any change in the location of existing heat pumps or pool pumps, or the placement of an additional mechanical installation must be submitted to and approved by the ARC. In determining the location of this equipment, the ARC will give consideration to noise level, view

and impact of the equipment on abutting neighbors. At no time will a unit be visible from the street.

g. HOUSE NUMBERS

- i. House numbers may not exceed 6 inches in height mounted on the side of the mailbox, on the mailbox post or mounted near the entrance door. Numbers are to be either black or metal. Plaques are permitted on the front of the house near the entrance door. Such plaques must be approved by the ARC and may not be larger than 10" X 12".

h. PAINT COLORS

- i. All plans for exterior painting must be submitted for approval.
- ii. Traditional or Williamsburg colors are preferred.
- iii. Paint chips for specific color choice and paint manufacturer must be included with submission. Intended location of each color on the house is to be identified on the submission.
- iv. A 2-foot X 2-foot paint sample must be applied to an inconspicuous place on the house for ARC review prior to submission.
- v. Downspouts and gutters must match trim colors on the house
- vi. Any venting for appliances should be painted to match the immediately surrounding surface area.
- vii. A maximum of 4 different paint and/or stain colors may be permitted on the exterior of a house.

i. REPLACEMENT ROOFS

- i. The Covenants enumerates the specifications for roofing materials.
- ii. All changes of roofing material must be submitted for approval, **even if** the new roofing product and color has been previously approved. For previously approved products and colors, approval is normally granted within one week.
- iii. Please refer to Supplement #2 entitled ROOFING for procedures to replace a roof.

- iv. For the most recent list of approved products, contact the chair of the ARC. This list includes the locations of properties in the neighborhood on which each of these products have been applied.

j. SATELLITE DISHES

- i. The location of a satellite dish must be approved prior to installation.
- ii. Every attempt must be made to install the dish in a location that cannot be seen by the street or adjoining neighbors. It is recommended that the installation company offer several locations where the dish would receive a clear signal

k. SHUTTERS

- i. Shutters must be fabricated of an approved alternative or natural material.
- ii. The style of all shutters must be approved by the ARC.
- iii. Color of shutters must conform to the criteria specified above in the section on paint.

l. SOLAR HEATING

- i. At this time, no materials have been submitted or approved by the ARC and therefore the ARC will need an extensive study period for any and all solar heating submissions.
- ii. Any related ground level equipment must be accommodated at grade, integrated with the landscaping and fencing and located in the rear yard in order to screen the view of adjoining homes. The ARC must approve location of such equipment.

m. STORM DOORS

- i. Storm doors for the front entrance must be full glass view or full glass with muntin bars.
- ii. Storm doors must be consistent with the general architectural style of the house.
- iii. Half glass/ half solid style storm doors will only be considered for side or rear doors to the house.
- iv. The color of storm doors must be white, the same color as the door it covers, or the trim color surrounding the door.

n. WINDOWS

- i. Aluminum or all-metal windows are not permitted.
- ii. All windows on traditional homes must be double hung sashes with muntin bars, or traditional style casements with muntin bars.
- iii. Patio doors are to have muntin bars incorporated into the design.
- iv. Replacement windows or windows on additions must be of similar style and equal or superior quality to original windows.
- v. Highly reflective mirror type glazing is not permitted.
- vi. Any applications including a new window site must be accompanied by a drawing to scale with the exact location of the window position.

2. YARDS**a. DRIVEWAYS**

- i. Driveways must be bituminous (blacktop), concrete or other approved hard surface material, such as pavers. Stamped or colored surfaces, i.e. on concrete or bituminous driveways, will not be approved.

b. FENCES

- i. Because of the Covenant's restrictions and the irregular property lines and setbacks throughout Hillside, not all lots are eligible to have a fence placed on or near the property line. There is also the possibility that certain lots may not be eligible to erect a perimeter fence.
- ii. The Covenants and/or guidelines imposes the following restrictions:
 - a. No fence shall extend beyond the front face of the dwelling or any dwelling on any adjacent lot. To maintain an attractive street view, fence placement will be restricted on any street facing side as well.
 - b. Fence heights cannot exceed 4 feet when used on the lot's perimeter. Short sections may be considered for pool or privacy enclosures up to a height of six and

one-half (6.5) feet. Any fence over 4 feet in height will only be considered if attached to the house or garage.

- c. Any fence over four feet in height will be considered only as a special exception for unique situations, as reasonably determined by the ARC. There is language in Covenant #11 – Fences and Walls which begins “fences and walls shall not exceed four feet in height.” Historically our policy has been only to permit the higher fences for short runs attached to houses.
- d. Fences cannot be placed nearer to any street lot line than the minimum building lines.**
- e. No fence may be placed in easements where it could interfere with utilities or drainage easements. Additional easements and restrictions are enumerated in Covenant #17 – Reserved Easements.
- f. No fence can block the clear view of traffic on any street or common driveway.
- g. Fence applications must include a photo or catalogue drawing of the fence and gate style, the placement of the fence and gates within the entire property line, and the type of material. A property survey may also be needed before the submission can be reviewed.
- h. Gates must open completely within the property line. Opening onto adjacent properties will not be allowed.
- i. When wire is used on split rail fences, dark green/black coated wire is required. Light colors will not be allowed. Generally this wire is to be installed on the inside of the fence.
- j. Chain link, wire and post, plastic, unpainted aluminum, and stockade fences will not be allowed.
- k. If a board style fence is requested, the “finished” side must face out toward the adjacent Hillside properties.
- l. It is the property owner’s responsibilities to have BGE’s Miss Utility (877-257-7777) mark all lines prior to installation. The ARC must be advised this has

been completed so an inspection can be made to finalize fence placement.

- m. The ARC reserves the right to request evergreen screening to soften the effect of such fencing on the surrounding properties or views.
- n. To prevent fences from leaning due to weight or wind pressure, the posts must be buried in concrete 2'6" deep or securely bolted in metal anchors embedded in concrete bases.
- o. Certain fence styles such as sectional metal fences may require that the top horizontal bar be stepped to maintain the horizontal line

c. GRADING AND TOPOGRAPHY

- i. Proposed topographical changes require a detailed written drawing to scale and with a topographical plat if possible. This submission must include details such as location, color and materials for the proposed topographical changes, together with a designation of the contractor and the time for the work to be performed as well as such other information as the Architectural Review committee may request for approval. These changes must take into consideration water flow and its effects on other neighbors.
- ii. Issues regarding property borders are to be resolved with a property survey as part of the application process.
- iii. Grade changes which create a steep bank will not be permitted.
- iv. New grades must meet existing grades in a smooth transition.
- v. The Architectural Review committee shall consider the application based upon the conformity of the project with the overall topography of the applicant's lot, the topography of nearby lots, and the topography of the neighborhood. In addition, relevant sections of the Covenants and the guidelines must be followed. The committee shall base an approval upon conformity and harmony of the proposed topography with that of the neighborhood. Major consideration will be given to the change in topography, grade elevations and/or drainage as well as the effects of the alterations on the outlook or view from adjacent or neighboring properties.

- vi. The ARC may require a post-project review. Grading adjustments may be needed after the project has had time to settle and mature in order to correct any drainage or run-off issues that impact other properties.

d. HOT TUBS

- i. Hot tubs must be located in the rear yard area and be integrated into a deck or patio. They may not be located in an area visible from a street
- ii. Landscape or privacy wall screening is required if the hot tub is located in close proximity to adjacent properties.
- iii. Privacy screens shall be the minimum size necessary to screen the hot tub from the view of adjacent residential lots. Screens shall be a maximum height of six and one half feet (6.5) above the deck or patio surface.
- iv. Cedar, one-inch (1”) thick lattice skirting under the deck will be required if any portion of the hot tub is visible below the deck floor.

e. LANDSCAPING

- i. Every property must have an evergreen (green all seasons) foundation planting across the full front width of the house, and for dwellings situated in front of other dwellings, or with exposure to front streets, a side elevation may need a foundation planting as well.
- ii. All Landscape projects must be submitted to the ARC for approval. Conforming to the neighborhood landscape Guidelines require review not only to landscape an addition added to the house but also for “mature yards”. The purpose of this requirement is to promote continued conformity to the Guidelines.
- iii. “The area within the front of the dwelling shall be kept only as a lawn for ornamental or decorative planting of grass and shrubbery. No statuary, sculpture, fountain, or other ornament may be placed upon the front lawn”. (Covenant #10) These restrictions will also apply to street facing sides of the dwelling. Containers with flowers are always permitted during the growing season.
- iv. The ARC shall have the right to refuse any landscape plans, including grading plans, which are not suitable or desirable in its opinion, for aesthetic or other considerations.

- v. New designs must consider the following elements:
 - a. Proximity of planting to sidewalk, side and rear property line.
 - b. No planting, at maturity, may encroach or overhang the sidewalk, or a common driveway.
 - c. No silt sediment or mulch runoff is permitted.
 - d. The scale, scope and future mature size of the planting must be considered.
 - e. Set backs from all property lines must be in proportion to the mature size of the planting.
- vi. As with all other property alterations, landscaping must be continuously maintained in strict conformity with the plans and specifications so approved.
- vii. Ornamental ponds, pools, fountains and “fish ponds” must be submitted for review, and must conform to Baltimore County Code, and will only be considered for utilization in rear yards.
- viii. Baltimore County zoning laws require the placement of a structure, pool, etc. to the rear footprint of the lot. A special exception and/or variance petition and hearing is required for a side yard placement. Approval by the ARC will also be required. Screening is normally required when an exception or variance is granted.
- ix. No hedges shall be erected or placed nearer to any street lot line than the minimum building lines unless required by the ARC for screening purposes.
- x. No landscaping shall be placed on any lot so as to block the clear view of traffic on any street or driveway. No shrubs or trees may be planted between the public sidewalk and the street. Only grass should be planted between the public sidewalk and the street.
- xi. The original landscaping requirements are still in force regarding tree count per lot, with the following additions and clarifications. There must be at least two hardwood trees which must have a minimum 2 inch caliper and be at least 8-10 feet tall when planted.
- xii. It is recognized that as trees grow and mature, some lots may have originally been over planted. A homeowner, who wishes to remove a tree included in the tree count, must receive the written permission of the Architectural Review Committee before removing such a tree.

- xiii. All landscaping requirements that pertain to original construction of the dwelling also pertain to the construction of additions. Specifically, the tree count must be maintained, unless the ARC grants a waiver.
- xiv. Landscaping is to be installed not later than the planting season immediately following the completion of all new construction.
- xv. Baltimore County Code and the Covenants require that trees must be maintained to a height of at least 8 feet above the sidewalk adjacent to any property. This is to maintain sight lines for vehicles entering an intersection and for the safe passage of pedestrians on the public sidewalk, especially at corners where the school bus stops. It is therefore advisable to consider this requirement when planting trees or shrubs.
- xvi. Seasonal decorative lighting and decorations are to be limited to the holiday season, and must be removed after the holiday.

f. MAILBOXES AND POSTS

- i. Shall consist of a separate post and box. Brick, stone, masonry or vinyl housing surrounding the box will not be approved. Molded post-and-mailbox single unit structures are not permitted.
- ii. The post must be 4 feet in height and must have a maximum width and depth of 4 inches X 4 inches.
- iii. The post is to be white, black or natural brown. The post may be fiberglass, metal, or wood. Mailboxes may only be black, white, green, bronze or gray in color. Mailboxes shall be standard metal, half-round rural boxes with no additional structures or physical ornamentation such as moldings or extensions.

g. PLAY STRUCTURES

- i. Play structures must be placed behind the rear footprint of the house or garage so they cannot be seen from the street. Special consideration may be made for corner lots.
- ii. Wooden play structures may be left natural, painted white or painted to match the exterior color of the house. No more than one fort or playhouse may be installed on a lot. For those lots where topography restricts placement, an evergreen screen may be required.

h. PRIVACY SCREENS AND WALLS

- i. Short-section privacy screens will be considered in limited circumstances with a maximum height of six and one-half (6.5) feet and must be attached to the house or garage.

- ii. The ARC reserves the right to request evergreen screening in front of the privacy screens to soften the effect on the surrounding properties or views.

i. RESERVED EASEMENTS

- i. As designated on the Plats of Hillside at Seminary, there is a five (5) foot strip of land running along all sides of each lot for the purposes of proper water drainage. In addition, there are utility, drainage, sewer and other easements designated. These plats are on file with Baltimore County.
- ii. To paraphrase the Declaration, no structure, planting, or other material shall be placed or permitted to remain that may damage or interfere with utilities, change the direction or flow of water, and/or interfere with the flow of water through drainage channels. This above language does not supersede the specific language of the Hillside Declaration documents
- iii. It is the property owner's responsibility to have BGE's Miss Utility (877-257-7777) mark all such lines prior to making any changes.

j. RETAINING WALLS

- i. Each property requiring a retaining wall has its own unique circumstances and will be reviewed for approval on a case by case basis.
- ii. A Baltimore County Permit is required if the wall is more than 4 feet tall, so additional time will be needed before the ARC can reach a decision. Homeowners should submit their application a minimum of 6 weeks before the anticipated start date of construction.
- iii. Retaining walls may be constructed of brick, stone, interlocking brick or treated wood.

k. SPORTS EQUIPMENT AND COURTS

- i. Trampolines are subject to the same location requirements as play structures.
- ii. Basketball hoops are restricted to the parking pad area of a property. The backboard must be clear acrylic. No logos are permitted (except small manufacturer's logo). The pole must be black metal and located a minimum of 15 feet from the public sidewalk and placed along the outside edge of the driveway unless specifically approved by the ARC. Special consideration may be given to shallow lots. Rear Yard Installations may be approved on a case-by-case basis.

- iii. All play equipment must be kept in good condition or otherwise be removed.
- iv. No area of the street or sidewalk may be used as a permanent court or game area. No equipment may be placed on or obstruct the street, grass easement or public sidewalk.
- v. Most lots cannot accommodate a sports court, and there are lots on which a sports court may not be permitted to be built. Sports courts will only be considered for lots having unique seclusion and privacy so that the sports court will have minimal impact on adjoining neighbors and so they will not be seen from any street. Because most lots in our community will not accommodate a sports court, included in deliberations on sports courts will be the impact of lighting, noise level and screening and its effects on other lot owners. The provision for privacy screens and walls will also apply to sports courts.

I. STORAGE UNITS

- i. Any ancillary storage or maintenance facilities must be integral with and attached to the house or garage, and match the siding, roofing and trim detail of the existing house.
- ii. No free-standing storage structures or sheds are permitted unless required by the ARC to screen pool equipment or similar equipment from noise or sight.

m. SWIMMING POOLS

- i. Submissions of a professional plan with details from the Pool Company, landscape architect and/or engineer are required. This proposal must spell out the following:
 - a. Specifications of the materials to be used and the type and placement of filtration system. It is not uncommon for certain filtration systems to need a dry well for backwashing/cleaning, so make certain to confirm this prior to making a submission. It is important that all Baltimore County and State regulations be planned for and followed in detail.
 - b. Explanation in detail of new fencing/gates noted on the drawing must be provided. See section on fences and gates.
 - c. All of the following details must be included; actual distance from property lines; the height of any retaining wall.; the location of mechanical equipment

- and pool housing; and degree of grading change complete with any directional changes to the current flow of water.
- d. Topography of all areas of the back yard must be noted along with the placement and outlets for pool drainage.
 - e. A professional engineering water flow plan may be required on severely sloped lots depending on what is submitted. Minor changes may still be required after project completion.
 - f. Species and location of all plants installed or left in place must be specified.
- ii. Not all lots can accommodate a pool, and there are lots on which a swimming pool may not be permitted to be built.
 - iii. Swimming pools will be permitted only if constructed in the ground.
 - iv. On sloping lots, partial protrusion of a pool above ground will be permitted provided an approved deck designed to screen the exposed wall satisfactorily surrounds the pool. The pool infrastructure and decking must have evergreen screening from the view of abutting neighbors.
 - v. Swimming pool placements are unique and individual to the topography of a given property and the location of the pool in relation to abutting properties and proximity to adjacent houses must be considered.
 - vi. Because of the hilly nature of our community, there may be “in ground” swimming pools which are actually partially above ground because of topography on one side. This will be reviewed on a case by case basis and must be studied with critical care.
 - vii. Baltimore County zoning laws restrict placement of a structure, pool, etc. to the rear footprint of the dwelling. A special exception and/or variance petition and hearing is required for a side yard. Screening is usually required when an exception or variance is granted.
 - viii. Baltimore County code specifies the type and height of pool enclosures, and these must be followed. Fencing requirements listed in this document also must be followed. Evergreen screening of the fence and pool may be required.
 - ix. Drainage and utility easements and swales; setbacks of fences; and pool housing from the front line of other properties as enumerated in

the Covenant must be observed. Provisions must also be included for drainage of pool water in a given topography, as well as the need for a holding tank.

- x. If the grade of the property is more than 10%, a site development plan is required in order to control grading and run-off issues that may affect neighboring properties. This plan must provide details of how excavation equipment will gain access to the pool site, how fill dirt will be removed, and what erosion protection will be employed during construction to protect neighboring properties and/or storm sewers.
- xi. Please also refer to section on grading and topography.

n. WALKWAYS

- i. Sidewalks along the street must be constructed to County standards and placed in accordance with the approved Final Development Plan for the Hillside at Seminary subdivision. Other walkways, including foot paths to the entrance of the house, must be constructed of brick or other decorative paving material such as pavers or natural bluestone. Prior approval is required for such sidewalks. Concrete will not be permitted.
- ii. Color selection and design of pavers must be approved by the ARC. Any changes to the size or footprint of the existing walkway must be approved.
- iii. Sidewalks must be cleared of snow by Baltimore County Code within 24 hours of snowfall. The board has the right and may choose to hire a company of their choosing to clear the sidewalks at the expense of the homeowner who chooses to not comply with this rule. This is a safety issue for our children and will be strictly enforced. Furthermore, neighbors may contact the county directly to complain and citations may be issued to the homeowner.

**SUPPLEMENT #1
ADDITIONS**

A plan submission for an addition to an existing house must include:

- a. Site plan to 1 inch = 30 feet scale, locating all improvements and showing both existing construction and finished addition. All existing topography and finished grading.
- b. Architectural drawings showing all floor plans and elevations accurately to 1/4 inch scale, including trim, finish details, materials and colors.
- c. Landscape plans specifying location, species and size of plant materials, both

- existing and proposed, location and details of any fencing, decks, pools, patios, retaining walls, driveways, walkways and exterior lighting
- d. Samples of actual exterior materials and colors proposed. This would include brick and mortar samples, paint charts, lighting cut sheets, siding materials and the like.
 - e. Site Plan showing the location of any temporary storage area (PODS), spot-a-pot, dumpster, etc.

According to The Covenants, The ARC shall have the right to disapprove plans and specifications submitted because of any of the following:

- a. The failure of such plans or specifications to comply with the Covenants or Guidelines.
- b. The failure to include information in plans and specifications which are required or have been requested by the ARC.
- c. Objections to the exterior design, appearance or materials of any proposed structure.
- d. A proposed structure is not compatible with existing approved structures.
- e. An objection to the locations of any proposed structure upon any lot in relation to adjoining properties in the Hillside or an objection to the grading plan for the lot.
- f. An objection to the color scheme, finish, proportions, style or architecture, height, bulk or appropriateness of any proposed structure
- g. Any other matter which, in the judgment of the Architectural Review Committee, would render the proposed structure inharmonious with the general plan of improvement of the property or with structures located upon other lots in The Hillside.

Supplement #2 ROOFING

The Architectural Review Committee suggests that homeowners keep in mind the following in order to have the application and roof installation proceed as efficiently as possible:

- 1- Residents must submit an application, even if they choose an approved roofing product and color. If the style and color have already been approved, The ARC can usually approve the application very quickly.
- 2- There have been repeated issues with some roofers concerning three items spelled out in the authorization which the homeowner receives. The ARC recommends that the homeowner review these points (and the entire authorization for any project) with the contractor before any work begins. To facilitate this process, the following points should be addressed:

A-The flashing that is installed in all valleys on the roof must be dark metal, or copper that will darken with age (not another metal that is copper colored). The metal flashing must be visible when the job is completed.

B-Some contractors try to use a cheaper metal and then cover it with roofing shingles bent in to cover the valleys. (We call this the Seminary Overlook style because so many houses there have this bent shingle work.) The ARC does not permit this and contractors who do not comply have had to return and correct this deficiency.

C-The Covenants expressly forbid contractors from putting up their sign either whether actively working on a job or before or after a job. Almost every contractor has tried (repeatedly) to get around this. It is the homeowner's responsibility to ensure that this article of the Covenants is clear to all contractors.

3 –Homeowners might want to consider installing oversized gutters and downspouts (6 inch and 8 inch respectively) while the contractor is replacing the roof. In addition, owners might also want to check the condition of the fascia boards directly under the gutters. If they are rotting, this is the time to replace them as well since the gutters would need to be removed in order to replace the fascia and paint it completely. A separate approval is required.

The members of the ARC hope that these are helpful to you. Please don't hesitate to call one of the members of the ARC if you have questions.

Hillside at Seminary Homeowners Association
ARC decisions on roof selections as of March 2010

Cedar Shake as outlined in the covenants.

Certainteed Landmark TL Ultimate –*only TL Ultimate is approved*
(name of product was modified in Summer 2007)

Weathered wood – Lighter color/gray tones – goes well with brick

Shenandoah – darker color/brown tones – probably better with shingles and contemporary

Old Overton- Dark Grey with some black.

No other colors have been submitted

Certainteed Presidential TL - approved

No other presidential is approved

Weathered wood is approved

GAF Grand Sequoia - approved

Weathered wood is approved

Charcoal is approved

Cedar blend is not approved

Mesa brown is not approved

GAF Grand Canyon - is approved

No color choices presented to us yet

GAF Grand Manor- is not approved

GAF Camelot- is not approved

GAF Timberline Ultra- is not approved

GAF GrandSlate – is not approved

Valley flashing is to be exposed metal (same type and style as used on cedar shake roofs, often referred to as “open flashing”) in a color to match the roofing shingle, i.e. dark brown, black or real copper that will age to a dark patina.

Application must specify the manufacturer and style of ridge vent preferred

HOMEOWNERS ARE STILL REQUIRED TO MAKE APPLICATION TO INSTALL AN APPROVED ROOF IN AN APPROVED COLOR CHOICE

IF PROPERTY OWNER WISHES TO INSTALL A ROOF THAT HAS NEVER BEEN REVIEWED BY THE ARCHITECTURAL REVIEW COMMITTEE, THE FOLLOWING CRITERIA APPLY:

- 1- Owner must provide the ARC with an address where the proposed roof is installed, in the color the applicant wants to install, at a residence no more than a 15 minute drive from our neighborhood
- 2 Owner must provide the ARC with a full roofing square as a sample

If you would like to see the installed appearance of a particular roofing product and color, the following table lists product, address, color, and date of installation of approved roofs within Hillside.

Certainteed LANDMARK TL Ultimate

3 Stony Meadow	Badder	Weathered Wood	1/05
7 Stony Meadow	Daly	Weathered Wood	11/04
8 Stony Meadow	Furlong	Shenandoah	11/04
8529 Hill Spring	Dockman	Weathered Wood	11/04
8516 Hill Spring	Henry	Shenandoah	5/05
1 Stony Meadow	Erlandson	Weathered Wood	6/05
3 Hickory Knoll	Rotolo	Weathered Wood	7/05
20 Hickory Knoll	Queral	Shenandoah	11/05
13 Old Elm	Zuramski	Shenandoah	8/05

4 Old Elm	Voelkel	Shenandoah	9/05
6 Old Elm	Radle	Shenandoah	11/05
5 Stony Meadow	Oursler	Weathered Wood	4/06
8518 Hill Spring	Huston	Weathered Wood	4/06
10 Stony Meadow	Heavrin	Weathered Wood	5/06
12 Old Elm	Anderson	Weathered Wood	6/06
8539 Hill Spring	Forthuber	Shenandoah	7/06
13 Hickory Knoll	Marquardt	Shenandoah	9/06
6 Shady Brook	Ogden/Brantigan	Shenandoah	9/06
5 Hickory Knoll	Burton	Weathered Wood	4/07
8530 Hill Spring	Harman	Weathered Wood	10/07
5 Old Elm	Zawodny	Shenandoah	1/08
4 Shady Brook	Wagner	Weathered Wood	4/08
15 Old Elm	Rosenthal	Shenandoah	4/08
22 Old Elm	Arnold	Shenandoah	6/08
8535 Hill Spring	Park	Shenandoah	8/08
8 Shady Brook	Devan	Shenandoah	2/09
20 Old Elm	Toohey	Weathered Wood	4/09
8503 Hill Spring	Trump	Weathered Wood	9/09
3 Old Elm	DiPietro	Old Overton	3/10
12 Hickory Knoll	Burch	Weathered Wood	3/10
9 Old Elm	Murphy	Old Overton	3/10
10 Hickory Knoll	Van Nostran	Weathered Wood	3/10

Grand Sequoia – GAF

3 Stony Meadow	Meltzer	weathered wood	11/04
10 Old Elm	Leikus	weathered wood	6/05
2 Stony Meadow	Shetty	weathered wood	1/05
8542 Hill Spring	Chan	weathered wood	7/05
8536 Hill Spring	Fiastro	weathered wood	7/08
8523 Hill Spring Drive	Villamater	Charcoal	11/11

Presidential TL – Certaineed

No other Presidential is approved

Weathered wood is approved

No other color choices have been presented

11 Hickory Knoll	Viazanko	weathered wood	4/07
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REQUEST FOR
AN EXTERIOR PROPERTY CHANGE

NAME: _____

ADDRESS: _____

PHONE: HOME : _____ WORK: _____

APPLICATION DATE: _____ DATE WORK TO COMMENCE: _____

PLEASE DESCRIBE WORK TO BE DONE:

Include as complete a description as possible, overall plans and specific illustrations of individual components i.e. paint chips, photos of similar modifications, comparison statements can also be helpful such as "shutters to match...".

A paint sample must be painted in an inconspicuous place on the house for the committee to review color match with the chip.

ESTIMATED COMPLETION DATE: _____

Permission is hereby granted for members of the Committee and the Board of Directors to enter onto my property to make reasonable inspection of the proposed construction location.

SIGNED: _____

SEND TO:
Michael Johnston 8537 Hill Spring Drive 410-337-8333 mjohnstonhome@gmail.com

Please read reverse side

ALTERATIONS REQUIRING BOARD APPROVAL

For a full listing of changes which must have prior approval, check Covenants #3 -16 in the "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS." Some typical permanent changes include:

color schemes	fences
decks and porches	awnings
enclosures or additions	windows
restorations	landscape plans
dog houses or dog runs	landscape walls
exterior doors	exterior light fixtures
roofs	landscape illumination plans
chimneys	sports courts
storm and screen doors	game facilities
driveways	walkways
removal of any existing construction	placement of mini satellite dishes
change in grade of topography	spas and pools

ITEMS NOT PERMITTED UNDER THE COVENANT

clothes lines	commercial signs
television antennae	gas fireplace vents

OTHER CRITERIA

The Board members and the ARC members are made up of volunteers. Please remember that they are also neighbors donating their time and are often the least appreciated for their valuable expertise and donations to the community. The ARC will not conduct any business between **November 15th and January 1st**. New applications will not be accepted, and these weeks will not be included in the 6 week time frame.

All projects need to be submitted 6 weeks prior to the expected beginning of construction. You must consider this when discussing start dates with your contractors. You should not contact the ARC the week you are to begin the project as a side note.

The ARC and the Board reserve the right to hire a consultant to evaluate a plan, and the homeowner requesting the authorization will be billed for the consultant's time. Such consultants may include, but not be limited to: engineers, surveyors, etc.

Any major exterior changes including window locations must include an architectural drawing. All plans and diagrams become the property of the ARC and are kept on file.

All projects must be in compliance with zoning regulations.

Board approval does not preclude obtaining any government permits, etc.

Board approval is valid for six months.

Governmental approval (Baltimore County building permits ect.)