

HOMEOWNERS ASSOCIATION RESALE CERTIFICATE

Roland Springs HOA

Current Owner: Sylvanus Oyogoa
Property Address: 4446 Roland Spring Dr
Baltimore, MD 21210-2707

Date Prepared: 08-13-2021

THIS CERTIFICATE EXPIRES THIRTY (30) DAYS FROM DATE OF ISSUANCE

HOMEOWNERS ASSOCIATION ACT DISCLOSURE STATEMENTS

The Seller and/or the Seller's Vendor (hereinafter known as "Seller") represents and provides the Buyer the following information in accordance with Maryland Homeowners Association Act, Section 11B-106:

(1) The lot is located within a development (as defined in the Maryland Homeowners Association Act).

**Roland Springs
HOA**

(2) (A) The selling unit is subject to a common expense assessment as follows:

\$275.28 due on the 1st day of each month.

As of the date of this Certificate, the following unpaid common expenses or special assessments adopted by the Association that is due and payable from the selling unit owner are:

Account with collections attorney. Contact attorney for current account balance.

Nagle & Zaller, P.C.
7226 Lee DeForest Dr.
Suite 102
Columbia, MD 21046
Phone: 410-740-8100
Fax: 410-740-3183

Common expense assessments will continue to accrue in the stated amount, subject to the adoption of any budget changes, and will be due and payable by the selling unit owner until the selling unit has been conveyed.

Assessments which become due and payable after the date of this Certificate and prior to the conveyance of the selling unit, and which remain unpaid by the selling unit owner, may constitute a lien against the selling unit. If unpaid, this accrual must be added to the unpaid amount, if any, stated above, as of the date of conveyance of the selling unit.

(B) Other than common expenses and special assessments, the following fees are payable by the unit owners to the Council of Unit Owners:

None

(C) Capital expenditures approved by the Council of Unit Owners planned at the time of conveyance which are not reflected in the current operating budget are:

None

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(3) Unsatisfied judgments as of the date of this certificate are listed here. As of the date of this Certificate, the Association is a party to the following pending lawsuits, excluding assessment collection suits:

None

(4) Seller/Management Agent has actual knowledge of the following pending claims, covenant violations, actions or notices of default against the lot:

None

(5) The Association has actual knowledge of the following violation of the applicable health or building codes with respect to the common elements of the Association:

None

(6) The recreational or other facilities which are to be used or maintained by the unit owners or the Council of Unit Owners are:

None

(7) The following are items which the selling unit owner must provide to the purchaser and are attached to this Certificate:

Declaration, By-Laws, and all covenants, restrictions, rules and regulations, if applicable, relating to the development and the Homeowners Association, to which the buyer shall become obligated upon becoming the Owner of the Lot. These obligations are enforceable against an owner and the Owner's Tenants if applicable.

(8) The Declaration page of any insurance policies in force for the benefit of unit owners is attached. The policy (policies) is/are available for inspection during normal business hours at the offices of American Community Management, Incorporated.

(9) Community files and records are available for review. Please contact American Community Management to schedule an appointment.

_____ Witness	_____ Seller	_____ Date
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_____ Witness	_____ Seller	_____ Date
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Comments

This disclosure is intended strictly for the use of real estate and lending professional. This information, while deemed to come from reliable sources, is not guaranteed. Prospective buyers of real estate should seek appropriate and complete disclosures from the seller of the subject property.

The responses herein are made in good faith and to the best of my ability and systems as to their accuracy.

***** PLEASE NOTE *****

Maintenance and architectural violations can occur over time with normal wear and tear. The violation status as of the date of the resale certificate does not indemnify future owners from addressing such items to achieve compliance with the governing documents.

Percentage of owner occupied units is unknown.

After Settlement:

TITLE COMPANIES: There is a transfer fee of \$125. Please mail the transfer fee and a copy of the HUD-1 or Alta Paperwork as directed in resale demand documentation to: American Community Management PO Box 488 Linthicum Heights MD 21090

New Homeowner: You will receive a welcome letter with instructions on how to make your assessment payment within 45 days of settlement. If you do not receive a welcome letter please call 410-997-7767.

Exhibit B

§ 11B-106. Annotated Code of Maryland

(a) A contract for the resale of a lot within a development, or for the initial sale of a lot within a development containing 12 or fewer lots, to a member of the public who intends to occupy or rent the lot for residential purposes, is not enforceable by the vendor unless:

(1) The purchaser is given, on or before entering into the contract for the sale of such lot, or within 20 calendar days of entering into the contract, the disclosures set forth in subsection (b) of this section;

(2) The purchaser is given any changes in mandatory fees and payments exceeding 10 percent of the amount previously stated to exist and any other substantial and material amendment to the disclosures after they become known to the vendor; and

(3) The contract of sale contains a notice in conspicuous type, which shall include bold and underscored type, in a form substantially the same as the following:

"This sale is subject to the requirements of the Maryland Homeowners Association Act (the "Act"). The Act requires that the seller disclose to you at or before the time the contract is entered into, or within 20 calendar days of entering into the contract, certain information concerning the development in which the lot you are purchasing is located. The content of the information to be disclosed is set forth in § 11B-106(b) of the Act (the "MHAA information") as follows:

If you have not received all of the MHAA information 5 calendar days or more before entering into the contract, you have 5 calendar days to cancel this contract after receiving all of the MHAA information. You must cancel the contract in writing, but you do not have to state a reason. The seller must also provide you with notice of any changes in mandatory fees exceeding 10% of the amount previously stated to exist and copies of any other substantial and material amendment to the information provided to you. You have 3 calendar days to cancel this contract after receiving notice of any changes in mandatory fees, or copies of any other substantial and material amendment to the MHAA information which adversely affects you. If you do cancel the contract you will be entitled to a refund of any deposit you made on account of the contract. However, unless you return the MHAA information to the seller when you cancel the contract, the seller may keep out of your deposit the cost of reproducing the MHAA information, or \$100, whichever amount is less.

By purchasing a lot within this development, you will automatically be subject to various rights, responsibilities, and obligations, including the obligation to pay certain assessments to the homeowners association within the development. The lot you are purchasing may have restrictions on:

- (1) Architectural changes, design, color, landscaping, or appearance;
- (2) Occupancy density;
- (3) Kind, number, or use of vehicles;
- (4) Renting, leasing, mortgaging, or conveying property;
- (5) Commercial activity; or
- (6) Other matters.

You should review the MHAA information carefully to ascertain your rights, responsibilities, and obligations within the development."

(b) The vendor shall provide the purchaser the following information in writing:

- (1) A statement as to whether the lot is located within a development;

- (2) (i) The current monthly fees or assessments imposed by the homeowners association upon the lot;
- (ii) The total amount of fees, assessments, and other charges imposed by the homeowners association upon the lot during the prior fiscal year of the homeowners association; and
- (iii) A statement of whether any of the fees, assessments, or other charges against the lot are delinquent;

(3) The name, address, and telephone number of the management agent of the homeowners association, or other officer or agent authorized by the homeowners association to provide to members of the public, information regarding the homeowners association and the development, or a statement that no agent or officer is presently so authorized by the homeowners association;

(4) A statement as to whether the owner has actual knowledge of:

- (i) The existence of any unsatisfied judgments or pending lawsuits against the homeowners association; and
- (ii) Any pending claims, covenant violations actions, or notices of default against the lot; and

(5) A copy of:

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

(ii) The bylaws and rules of the primary development, and of other related developments to the extent reasonably available, to which the purchaser shall become obligated on becoming an owner of the lot, including a statement that these obligations are enforceable against an owner and the owner's tenants, if applicable.

(c) (1) Within 30 calendar days of any resale transfer of a lot within a development, the transferor shall notify the homeowners association for the primary development of the transfer.

(2) The notification shall include, to the extent reasonably available, the name and address of the transferee, the name and forwarding address of the transferor, the date of transfer, the name and address of any mortgagee, and the proportionate amount of any outstanding homeowners association fee or assessment assumed by each of the parties to the transaction.

(d) The requirements of subsection (b) of this section shall be deemed to have been fulfilled if the information required to be disclosed is provided to the purchaser in writing in a clear and concise manner. The disclosures may be summarized or produced in any collection of documents, including plats, the declaration, or the organizational documents of the homeowners association, provided those documents effectively convey the required information to the purchaser.

(e) In satisfying the requirements of subsection (b) of this section, the vendor shall be entitled to rely upon the disclosures contained in the depository after June 30, 1989.

(f) The provisions of subsections (a), (b), (d), and (e) of this section, do not apply to the sale of a lot in an action to foreclose a mortgage or deed of trust.

Architectural Guidelines

Roland Springs HOA

Order: X/Y499DMF
Address: 4446 Roland Springs Dr
Order Date: 07-23-2021
Document not for resale
HomeView5.com

**RESOLUTION OF THE BOARD OF DIRECTORS
OF ROLAND SPRINGS COMMUNITY ASSOCIATION, INC.**

*(Architectural Committee Procedures for Inspection of Lots and
Addressing Architectural and Use Violations)*

WHEREAS, Roland Springs Community Association, Inc. (the "Association") is a duly constituted and incorporated homeowners association in accordance with Maryland law and the Association's Declaration, dated July 11, 1974 among the Land Records of Baltimore City, Maryland at Liber 3149, folio 343 (the "Declaration") and its By-Laws, *et seq.*, as both may be amended from time to time (collectively, the Declaration and By-Laws are referred to herein as the "Governing Documents"); and

WHEREAS, pursuant to Article V, Section 1(a) of the Declaration, the Board of Directors (the "Board") has the power to adopt uniform rules and regulations governing the Lots and Common Areas; and

WHEREAS, pursuant to Article VIII of the Declaration, the Board shall, from time to time, designate an Architectural Control Committee (the "Committee"), which shall be comprised of at least three (3) members;

WHEREAS, pursuant to Article VIII and Article X, Section 2 of the Declaration, no building, fence, wall or other structure shall be maintained within the Association, and further, no exterior changes shall be made to a Lot, without the approval of the Board or the Committee, as applicable; and

WHEREAS, the Board has adopted The Community of Roland Springs Association Handbook which sets forth certain architectural and landscape policies and guidelines for Lots within the Association; and

WHEREAS, Article X, Section 11 of the Declaration provides that no noxious or offensive activity shall be maintained on a Lot, nor shall anything be done that is a nuisance to the Association; and

WHEREAS, there are a number of architectural and landscaping violations throughout the Association that are a nuisance to the Association, and must therefore be addressed by the Architectural Committee and the Board, in addition to expected future violations of the Governing Documents will also need to be remedied; and

WHEREAS, the Board has determined it is in the best interest of the Association to establish uniform procedures for addressing architectural and use violations within the Association so that there is no confusion amongst the Owners as to how Owners will be notified of any violations and how the same will be resolved.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of Roland Springs Community Association, Inc. hereby adopts, pursuant to the Association's Declaration and By-Laws, effective on the ____ day of _____, 2020, the following Architectural

Committee Procedures for Inspection of Lots and Addressing Architectural and Use Violations, as the policy of the Association for resolving architectural and use violations.

ROLAND SPRINGS COMMUNITY ASSOCIATION, INC.
(Architectural Committee Procedures for Inspection of Lots and
Addressing Architectural and Use Violations)
_____ , 2020

Pursuant to Article VIII of the Roland Springs Community Association, Inc. (the "Association") Declaration of Covenants, Conditions and Restrictions (the "Declaration"), the Board of Directors (the "Board") shall, from time to time, designate an Architectural Control Committee (the "Committee"). The Committee is comprised of at least three (3) members, appointed by the Board, who have the powers and duties as set forth in Article VIII of the Declaration. The purpose of the Committee is to maintain architectural control and ensure the Lots and homes in the community are in compliance with the covenants and architectural standards and guidelines of the Association in order to maintain property values and the integrity of the homes within the Association. To meet these objectives, the Committee is tasked with the duty to inspect the Lots and the exterior of any structure on a Lot to determine whether the maintenance, construction, or alteration of such Lot or structure, and any use of the Lot and dwelling, are in accordance with the provisions of the Declaration, By-Laws of the Association and any rules and regulations (collectively, the "Governing Documents") and applicable law.

As set forth below, property inspections are conducted on a bi-annual basis, as well as in response to a complaint regarding an alleged architectural violation on a Lot and/or a use violation, all to ensure that community standards are maintained in accordance with Governing Documents. It is believed that consistency in appearance and consistently well-kept properties will protect your home's value and add to the enjoyment of residing in the Association.

I. Bi-Annual Inspection of All Lots.

The Committee will inspect all Lots and the exterior of any structure on the Lot at least twice per year but may do so more frequently as determined by the Board to verify the existence of any architectural violations. The bi-annual inspection of the Lots typically occurs during April and September, and Owners will receive prior notice that such inspection is scheduled to occur. The purpose of the inspection is to ensure that all Owners are consistently and uniformly maintaining their Lots, homes and structures in accordance with the Governing Documents of the Association and that the use of such Lot is in compliance with the Governing Documents.

II. Inspection of Individual Lots Following a Complaint.

In addition to the bi-annual inspection of all Lots, if the Committee receives a specific complaint about a Lot or identifies an architectural violation outside of the annual inspection period then the Committee shall perform an inspection of such Lot to determine if a violation exists.

III. Notice of Violation.

In the event the Committee determines that a violation exists on a Lot, the Committee shall provide written notice thereof (the "Violation Notice") to the Owner of said Lot within a reasonable period of time following the inspection. The Violation Notice shall: (i) identify the alleged violation(s), (ii) state the action required to abate the violation(s), (iii) provide that the Owner has thirty (30) days from the date of the Violation Notice, or such other time period as set forth in the Violation Notice, during which the violation(s) may be abated without further sanction, and (iv) advise the Owner that a hearing before the Board will be held and sanctions may be imposed if the violation(s) are not abated within said thirty (30) day time period, or such other time period set forth in the Violation Notice, as applicable. The Violation Notice shall be mailed to the Owner of the Lot by first-class mail to the address on record with the Association. It is the responsibility of each Owner to provide the Association with a current mailing address.

Notwithstanding the foregoing, the Committee may, for good reason, grant an extension of the time period established above for abating the violation without legal action. Requests for extensions must be submitted in writing within ten (10) days of the date of the Violation Notice. The extension request must be for a reasonable period of time based on the nature of the alleged violation and actions required to correct said violation, and must substantiate the necessity of the extension by providing specific and good reasons. Extensions are not automatically granted, and the Committee will review any such request on a case-by-case basis.

IV. Re-Inspection.

After the expiration of the time period for abatement of the violation(s) set forth in the Violation Notice or the expiration of any extension granted by the Committee to correct said violation(s), the Committee shall re-inspect the Lot and any exterior structures to determine if the Owner has corrected the violation(s). The Committee shall use reasonable efforts to complete any re-inspection within as soon as practical following the expiration of the time period for abatement set forth in the Violation Notice or any extension granted by the Committee.

V. Hearing Process.

If an Owner fails to remedy the violation(s) within the time period set forth in the Violation Notice, the Committee shall notify the Board of such violation(s). The Board shall schedule a hearing on the violation before the Board. A "Hearing Notice" will be issued to the Owner at the address on record with the Association. The Hearing Notice shall be sent to the Owner at least ten (10) days prior to the date of the hearing, and shall contain: (i) the nature of the alleged violation(s), (ii) the date, time, and location of the hearing, (iii) an invitation to attend the hearing, and (iv) the proposed sanction(s) to be imposed. The hearing shall be held in executive session and the Owner shall have the right to make a statement, present evidence, and present and cross-examine witnesses.

At the hearing, the Committee will present the findings of its inspection(s) to the Board, including all notices, pictures of the violation(s), and communications between the Owner and the Committee. The Owner will have the opportunity to present information about the violation(s) in

question and ask questions of the representative of the Committee and any other witnesses. Following the presentation of facts, the Board will have an opportunity to ask questions of the Committee representative, the Owner, and any witnesses to seek resolution of the matter.

The Board will record and maintain minutes from the hearing. If the Owner fails to attend the hearing, the Board will document that the Board provided and delivered proper notice to the Owner, and the Owner shall be found to have committed a violation of the Governing Documents. At the hearing, the Board will make a determination of whether a violation exists and the imposition of any sanction(s) and provide notice of the outcome of the hearing to the Owner of the Lot within a reasonable period of time following the hearing. The Board's decision to find an Owner in violation and to impose a sanction is final.

VI. Sanctions.

If, after following the procedures set forth herein, the Board shall determine that a violation or violations of the Governing Documents exist on the Lot, it shall have the power to impose sanctions against the violator(s) and/or Owner. The sanctions may include, but are not limited to:

- The imposition of fines pursuant to Article V, Section 1(a) of the Declaration. Such fines shall be considered a lien upon the Lot and collectable in the same manner as an assessment. Attached as Exhibit A is a Schedule of Fines, setting forth fines for common architectural and use violations, which may be amended from time to time, at the discretion of the Board. If a violation is not specified in the Schedule of Fines, such violation may incur a fine up to a maximum of Five Hundred Dollars (\$500.00) per violation at the discretion of the Board. The Board also may impose an additional daily, weekly, or monthly fine for continuing violations.; and/or
- Filing for an injunction in the Circuit Court for Baltimore City, seeking a Court Order to prohibit the violation and/or to require correction of said violation and/ or seeking damages caused by the Owner's failure to comply with the Governing Documents. The prevailing party in such action shall be entitled to an award for legal fees and costs as determined by the Court, pursuant to Article XII, Section 9 of the Declaration; and/or
- Without limiting any rights of the Association to enter a Lot and remove any violation in accordance with Article IX of the Declaration, after at least thirty (30) days' notice, entering the Owner's Lot to correct the violation, and all costs incurred by the Association, including attorneys' fees shall be assessed to the Owner and will be considered a lien upon the Lot and collectable in the same manner as an assessment.

VII. Rights of Entry and Removal of Violations Pursuant to the Declaration.

Nothing herein shall limit or affect the Association's right to enter a Lot and correct any necessary maintenance or repairs due to the willful or negligent acts of the Owner or his/her family, guests, or agents, in accordance with Article IX of the Declaration. The Association, by

and through its Board or its designated agent, after providing at least thirty (30) days prior notice and without the necessity for holding a hearing, shall have the right to enter a Lot and take such steps as are reasonably necessary to address such maintenance or repairs. The Owner of the Lot so entered shall be personally liable to the Association for the costs incurred to correct the violation(s), and such cost shall be considered a lien upon the Lot and collectable in the same manner as an assessment.

In consideration of the foregoing, these Architectural Committee Procedures for Inspection of Lots and Addressing Architectural and Use Violations shall become effective on September 1, 2020

**ROLAND SPRINGS COMMUNITY
ASSOCIATION, INC.**

By: its Board of Directors

9/2/2020
Date

By: [Signature]
Name: Bruce Schachtel
Title: President

ATTEST:

9/02/20
Date

By: [Signature]
Name: Scott I. Berkholt
Title: Secretary

SECRETARY CERTIFICATION

I hereby certify that the foregoing Resolution was adopted by at least a majority of the Board of Directors of Roland Springs Community Association, Inc., on the 1st day of September, 2020, at a duly constituted meeting thereof at which a quorum of the Board was present and for which prior notice was given in accordance with the Association's governing documents. Further, that I caused a copy of this Resolution to be mailed to the Owners of Roland Springs Community Association, Inc., at their respective addresses of record, as contained in the books and records of the Association. Furthermore, the foregoing Resolution has been or is intended to be recorded in the Homeowners Association Depository for Baltimore City, Maryland as required by the Maryland Homeowners Association Act.

9/02/20
Date

By: [Signature]
Name: Scott I. Berkholt
Title: Secretary

ATTEST:

9/2/2020
Date

By: [Signature]
Name: Bruce Schachtel
Title: President

EXHIBIT A - SCHEDULE OF FINES

The following is a list of representative fines for the most common architectural violations of the Declaration, By-Laws, rules, regulations, and architectural and use guidelines of the Association ("Governing Documents"). This list is not all-inclusive. It is a guideline only; other architectural violations not specified herein but constituting a violation of the Governing Documents, may incur a fine up to a maximum of Five Hundred Dollars (\$500.00) per violation at the discretion of the Board of Directors.

1. Visible Mildew on Siding	\$50.00
2. Garbage Cans in Public View	\$50.00
3. Chipped Paint on Exterior of Home	\$50.00
4. Stonewalls or Timbers in Need of Maintenance	\$50.00
5. Landscaping Overgrown and Unsightly	\$50.00
6. Deteriorating Landscape Timbers	\$100.00
7. Fencing in Need of Repair	\$100.00
8. Facia Boards in Need of Repair	\$100.00
9. Loose Shingles	\$100.00
10. Exposed Utility or Cable Wires	\$100.00
11. Architectural Improvements or Changes without Permission	\$250.00
12. Violations that endanger the health and safety of residents	\$250.00
13. Others (items not covered in the above list but within the Declaration, Bylaw, Rules and Regulations and architectural guidelines (if any))	up to \$500.00

All fines for violations which are continuing in nature are subject to the imposition of a daily, weekly, or monthly fine for each day, week, or month, as applicable, the violation continues which fines are in addition to the initial fine set forth above.

This fine schedule is subject to change at the sole discretion of the Board of Directors.

Articles of Incorporation

Roland Springs HOA

Order: XYZ1234567
Address: 4446 Roland Springs Dr
Order Date: 07-23-2021
Document not for resale
HomeVest of Texas

ARTICLES OF INCORPORATION

Order: X7Y4090MT
Address: 4446 Highland Avenue
Order Date: 07/23/2025
Document not for resale
ClearWind Docs

ARTICLES OF INCORPORATION
OF
ROLAND SPRINGS COMMUNITY ASSOCIATION, INC.

approved and received for record by the State Department of Assessments and Taxation
of Maryland March 26, 1975 at 8:30 o'clock A.M. as in conformity
with law and ordered recorded.

A 39450

Recorded in Liber 2160, folio 180, one of the Charter Records of the State
Department of Assessments and Taxation of Maryland.

Bonus tax paid \$20.00 Recording fee paid \$19.00

To the clerk of the Superior Court of Baltimore City

IT IS HEREBY CERTIFIED, that the within instrument, together with all indorsements thereon,
has been received, approved and recorded by the State Department of Assessments and Taxation of
Maryland.

AS WITNESS my hand and seal of the said Department at Baltimore.
STATE OF MARYLAND

I hereby certify that this is a true and complete copy of the
recorded instrument in this office. DATED: 10/16/78

DEPARTMENT OF ASSESSMENTS AND TAXATION

BY: [Signature], Custodian

This previous certification system. Effective: 6/95

DHF:lh
2:3/18/75

ROLAND SPRINGS COMMUNITY ASSOCIATION, INC.

ARTICLES OF INCORPORATION
JUL 18 9 00 AM '75

FIRST: THE UNDERSIGNED, David H. Fishman, whose post office address is 1200 Garrett Building, Redwood and South Streets, Baltimore, Maryland, 21202, being at least twenty-one (21) years of age, does hereby form a corporation under and by virtue of the General Laws of the State of Maryland.

SECOND: The name of the corporation (which is herein-after called the "Association") is ROLAND SPRINGS COMMUNITY ASSOCIATION, INC.

THIRD: The Association is not formed for pecuniary gain or profit, direct or indirect, to itself or its members. The purposes for which the Association is formed are as follows:

To organize and operate a nonprofit civic organization, which shall be organized and operated exclusively for the promotion of the health, safety, common good and social welfare of the owners of property in, and the residents of, that development in Baltimore City known as Roland Springs (the "Property") and located upon the property described in that certain Declaration (hereinafter referred to as the "Declaration"), dated July 11, 1974, by Roland Park Limited Partnership and recorded among the Land Records of Baltimore City, Maryland, in Liber R.H.B. No. 3148, folio 343, and such additions thereto as may hereafter be annexed thereto pursuant to the provisions of the Declaration.

For the general purpose aforesaid, and limited to that purpose (hereinafter sometimes referred to as the "Purpose"), the Association shall have the following specific purposes:

1. to do any and all lawful things and acts within its powers, as hereinafter set forth, which the Association from time to time may deem to be appropriate in order to benefit, aid, promote and provide for peace, health, safety, convenience, comfort and the general welfare of the owners of property in, and the residents of, the Property;
2. to conduct all activities and perform all responsibilities relating to the operation, maintenance and development of community facilities and services within the Property, as the same are more fully set forth in the Declaration.
3. to operate and maintain any and all property or facilities which it may acquire for the use and benefit of its members.

Solely in aid of the Purposes of the Association, the Association shall have the following powers:

1. to purchase, lease, hire, receive donations of, or otherwise acquire, hold, own, develop, improve, maintain and operate and to aid and subscribe toward the acquisition, development or improvement, of real and personal property, and rights and privileges therein, suitable or convenient for the Purposes of the Association;

Order 87Y4000MT
Address: 4410 Roland Springs Dr
Order Date: 07/23/2021
Furnished to: Mr. Fishman
1/10/2021

DHF:dc
1:11/15/73
34-02

2. to purchase, lease, hire, receive donations of, or otherwise acquire, hold, own, develop, erect, improve, manage, maintain, and operate, and to aid and subscribe toward the acquisition, construction or improvement of, systems, buildings, machinery, equipment and facilities, and any other property or appliances which may appertain to or be useful in the accomplishment of the Purposes of the Association;

3. to impose, collect and disburse dues and assessments in accordance with and subject to the provisions of the Declaration;

4. to solicit, receive and accept donations of money or property or any interest in property from the State of Maryland, Baltimore City, or any subdivision of either, the Federal government or any agency or instrumentality thereof, or from any person or entity;

5. to raise money for any particular facility or service which the Association proposes to provide by means of payment of dues or special assessments by its members and to provide, operate and maintain, and supervise the use of any such facility or service upon the voluntary payment of such dues or assessments by its members;

6. to make contracts, incur liabilities, and borrow money and to issue bonds, notes or other obligations and secure the same by mortgage or deed of trust of all or any part of the property, franchise or income owned by the Association and to guarantee the obligations of others in which it may be interested for the furtherance of the Purposes of the Association;

7. to undertake and prepare or cause to be prepared studies, plans, recommendations, budgets and any other similar things (for submission to any public authority, civic group or association, or for its own use) which relate to any phase or aspect of the physical, social or cultural development of the Property, and to create, or cause to be created, committees and other organizations for the supervision and implementation thereof;

8. to engage in and sponsor civic activities relating to the cultural, educational, social and civic affairs of the owners of property in, or residents of, the Property, and to appear before and represent its members in or before other civic groups, associations, boards or other like organizations;

9. to sponsor, engage in, conduct and encourage cultural, educational, social and civic and other beneficial activities relating to the Property;

10. to have and exercise to the extent necessary or desirable for the accomplishment of the aforesaid specific purposes and to the extent that they are not inconsistent with the Purposes of the Association, any and all powers conferred upon corporation of a similar character by the General Laws of the State of Maryland.

FOURTH: The post office address of the principal office of the Association in this state is c/o David H. Fishman, 1200 Garrett Building, Baltimore, Maryland. The name and post office address of the resident agent of the Association in this state

Order: X/Y490PMI
Address: 4440 1-2- and Spring Dr
On the Date: 07/23/2011

Flom: 4/15/2011

DHF:dc
2:11/16/73
34-03

are David H. Fishman, 1200 Garrett Building, Redwood and South Streets, Baltimore, Maryland, 21202. Said resident agent is an individual actually residing in this State.

FIFTH: The Association is not authorized to issue capital stock.

SIXTH: Every Owner shall automatically be a member of the Association. "Owner", for purposes of this Article Sixth shall mean and include the owner of the fee simple or long term leasehold interest in any lot within the Property, or any common or joint interest therein if such lot is owned by more than one person or entity.

No person or other entity shall be a member of the Association after he ceases to own or hold the interest in a portion of the Property which theretofore qualified him for membership under the provisions set forth above.

Contract sellers of any of the interests set forth above in connection with qualification for membership in the Association shall be members, but those having an interest merely as security for the performance of an obligation shall not be members of the Association.

SEVENTH: All members, so long as the same shall qualify under Article Sixth above, shall be entitled to vote on each matter submitted to a vote at a meeting of members. There shall be two classes of members, Class A and Class B. The Class A members shall be all Owners of Lots with the exception of the Declarant under the Declaration. The Class B member(s) shall be the Declarant. The Class B member(s) shall be entitled to three (3) votes for each lot in which it holds an interest. However, the Class B membership shall cease and be converted to Class A membership on the first to occur of the following: (i) when the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, or (ii) December 31, 1976. Each Class A member of the Association shall have one vote, subject to the following exceptions and conditions:

A. If any Class A member owns or holds more than one Lot, such member, subject to the provisions of this Article Seventh, shall nevertheless be entitled to only one vote.

B. When any Lot is owned or held by more than one Class A member as tenants by the entireties or in joint tenancy or tenancy in common or any other manner of joint or common ownership or interest, such members shall collectively be entitled to only one vote relative to that Lot, and if such members cannot jointly agree as to how that vote should be cast, no vote shall be allowed with respect to such lot, unit, share, membership or other interest.

C. Any Class A member who is in violation of the Declaration, as determined by the Board of Directors, or who fails to pay any dues or any special assessment established by the Association shall not be entitled to vote during any period in which any such dues or assessments are due and unpaid or in which such violation continues.

Order XY 498-3-

Address: 4440 Rockledge Dr.

Order Date: 07-10-2014

Document not for resale

http://www.wisn.com

DHF:dc
1:11/15/73
34-04

D. The Board of Directors may make such regulations, consistent with the terms of the Declaration and this Charter, as it deems advisable for any meeting of members, in regard to proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors of votes, registration of Class A members for voting purposes, and such other matters concerning the conduct of meetings and voting as it shall deem fit.

E. Except as specified in this paragraph and in paragraph F immediately following, no Class A member shall be entitled to assign his right to vote, by power of attorney, by proxy or otherwise, and no vote shall be valid unless cast in person by the individual Class A member, provided, however, (i) that in the case of a corporate Class A member, the vote may be cast by an appropriate officer of such corporation; (ii) that in the case of joint or common ownership as set forth in subparagraph B of this Article Seventh, any one such Class A member shall be entitled to cast the vote with respect to the Lot in question; and (iii) agencies or instrumentalities of the Federal Government, if otherwise entitled to vote, may vote by written proxy.

F. On any matter submitted to the members for vote, any member entitled to vote may cast a vote without attending the meeting in question by either of the following procedures, at his election:

(i) the member may sign a written proxy designating a particular individual to cast the member's vote on any issue coming before a particular meeting, which proxy shall be valid only with respect to the meeting specified therein; or

(ii) file a written statement with the Board of Directors prior to the meeting in question, specifying the issue on which the member intends to vote and that the member votes for or against the same.

Any vote cast under either of the procedures set forth in this paragraph F shall have the same force and effect as if the member in question had appeared at the meeting and had cast his vote in person.

EIGHTH: The affairs of the corporation shall be managed by a Board of Directors, at least two (2) of whom shall be members of the Association except as herein provided with regard to the initial Board of Directors. The initial Board of Directors shall consist of three (3) directors who shall hold office until the election of their successors. Beginning with the first annual meeting of the Association to be held on or before March 1, 1976, the members, at each such annual meeting, shall elect five (5) directors, at least two (2) of whom shall be elected from among the membership of the Association, each for a term of one year. The names of those persons who are to act as directors until the election of their successors are:

JOSEPH P. CERTA

MARIO CAMPS

DAVID H. FISHMAN

Order X/Y4995M

Address - 4-2

Order Date 07/23/04

Document not for sale

Printed on 10/10/04

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34-05

Any vacancy occurring in the initial or any subsequent Board of Directors may be filled at any meeting of the Board of Directors by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors, or by a sole remaining director, and if not previously so filled, shall be filled at the next meeting of members of the Association. Any director elected to fill a vacancy shall serve as such until the expiration of the term of the director, the vacancy in whose position he was elected to fill.

NINTH: The following provisions are hereby adopted for the purpose of defining, limiting and regulating the powers of the Association and of the directors and members:

1. The Board of Directors shall have power to determine from time to time whether and to what extent and at what times and places and under what conditions and regulations the books, accounts and documents of the Association, or any of them shall be open to the inspection of members, except as otherwise provided by statute or by the by-laws; and, except as so provided, no member shall have any right to inspect any book, account or document of the Association unless authorized so to do by resolution of the Board of Directors.
2. The Association may enter into contracts and transact business with any director or member or with any corporation, partnership, trust or association of which any director or member is a stockholder, director, officer, partner, member, trustee, beneficiary, employee or in which any director or member is otherwise interested; and such contract or transaction shall not be invalidated or in any way affected by the fact that such director or member has or may have an interest therein which is or might be adverse to the interests of the Association, provided that the fact of such interest shall be disclosed or known to the other directors or members acting upon such contract or transaction; and such director or member may be counted in determining the existence of a quorum at any meeting of the members or Board of Directors which shall authorize any such contract or transaction and may vote thereat to authorize any such contract or transaction, with like force and effect as if he were not so interested. No director or member having disclosed or made known an adverse interest shall be liable to the Association or any member or creditor thereof or any other person for any loss incurred by the Association under or by reason of any such contract or transaction, nor shall any such director or member be accountable for any gains or profits realized therefrom.
3. Any contract, transaction or act of the Association or of the Board of Directors which shall be ratified by a majority of the members of each class having voting powers and attending any annual meeting, or attending any special meeting called for such purpose, shall so far as permitted by law be as valid and as binding as though ratified by every member of the Association, provided, that a quorum of members shall be present at any such meeting.
4. Any person who is serving or has served as a director or officer of the Association may be indemnified by the Association, insofar as it is able, and insofar as the Board of Directors shall by resolution determine, against expense actually and necessarily incurred by him in connection with the defense of any action, suit or proceedings in which he is made a party by reason of having been such a member or director, except in relation

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to matters as to which such person is adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty.

5. The presence of members holding 60% of the total votes of each Class eligible to be cast shall constitute a quorum at any meeting of members, whether present in person or by proxy. If a quorum is not present at any meeting of members, a majority of the members present may call a further meeting of members, in accordance with the provisions of §135 of Article 23 of the Annotated Code of Maryland (1973 Repl. Vol.) or other applicable law and at such further meeting a quorum shall be one-half (1/2) of the required quorum at the preceding meeting; and by majority vote of those present in person or by proxy may approve or authorize any proposed action, and take any other action, including, without limitation, the election of directors, which might have been taken at the original meeting, if a sufficient number of members had been present.

6. The Association reserves the right to make from time to time and at any time any amendment to its Charter, as then in effect, which may be now or may hereafter be authorized by law, provided, however, that no amendment shall be made except upon the affirmative vote of (i) two-thirds (2/3) of the Board of Directors then in office, and, (ii) a majority of the members of each Class entitled to vote.

7. There shall be no liquidation, dissolution, or winding up of the Association, nor any transfer of any of the assets of the Association except upon the affirmative vote of two-thirds (2/3) of the Board of Directors then in office, and, in addition (i) upon the affirmative vote of at least two-thirds (2/3) of each Class of membership entitled to vote, or (ii) upon the execution by members of each Class entitled to cast two-thirds (2/3) of the votes of those entitled to vote of a written instrument approving the proposed action. Upon any liquidation, dissolution or winding up of the Association hereunder, the property of the Association, both real and personal shall be dedicated to and vest in any nonprofit corporation formed and operated for purposes similar to those set forth herein for the Association, Baltimore City, the State of Maryland, or the United States of America, in the order stated.

8. The Board of Directors of the Association shall in each year, elect from among its members a chairman who shall preside at all meetings at which he is present.

9. The Board of Directors shall designate one (1) person (who need not be a member of the Association) to serve as the Manager of the Association. The Manager of the Association shall, ex officio, be the secretary and the chief financial officer of the Association. It shall be the function and the responsibility of the Manager of the Association to (i) attend all meetings of members, and meetings of the Board of Directors, and to keep appropriate corporate records of all proceedings; (ii) to keep the fiscal records of the Association and to prepare budgets in connection with the conduct and operation of the affairs of the Association; (iii) generally to advise the Association in the conduct and operation of its affairs; and (iv) to administer and manage the day-to-day affairs of the Association under the general supervision of the Board of Directors.

Order MAY 15 1973

ADD-RES: 4446 -6- and CHINA

CHINA MAY 15 1973

1302-2000-1000-1000-1000

CHINA MAY 15 1973

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34-07

10. The Board of Directors of the Association may from time to time establish dues and assessments to be payable by the members of the Association, in accordance with the provisions of the Declaration.

11. In exercising the right granted to the Association hereunder to place mortgages or deeds of trust on any part of the property owned by the Association, the Board of Directors shall have the right, without referring the matter to a vote of the Association, to place a mortgage or deed of trust on a portion of the property, provided that the proceeds of such mortgage or deed of trust, after paying any expenses incurred in connection with such borrowing, are devoted solely to the construction of improvements on that part of the property so subjected to the mortgage or deed of trust. All mortgages or deeds of trust not specifically permitted by the preceding sentence must be submitted to and approved by a majority of each Class of the members of the Association entitled to vote.

TENTH: The duration of the Association shall be perpetual.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation this 18th day of March, 1975.

WITNESS:

David H. Fishman David H. Fishman (SEAL)
David H. Fishman

STATE OF MARYLAND)
CITY OF BALTIMORE) SS:

I HEREBY CERTIFY, that on this 18th day of March, 1975, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared David H. Fishman and acknowledged the foregoing Articles of Incorporation to be his act and deed.

AS WITNESS, my hand and Notarial Seal the day and year last above written.



Mary C. Heilman
Notary Public

My Commission Expires: 7/1/78

100-1071001-7-1

Address 4440 Island Capital Dr

Baltimore, MD 21207

Phone 410-481-4000

John W. Wadsworth

CUST ID:0001052806
WORK ORDER:0000698146
DATE:02-04-2003 09:02 AM
AMT. PAID:\$82.00

2003 FEB -3 A 8:57

ARTICLES OF REVIVAL
FOR

ROLAND SPRINGS COMMUNITY ASSOCIATION, INC.

(Insert exact name of corporation as it appears on records of the State Department of Assessments and Taxation)

FIRST: The name of the corporation at the time the charter was forfeited was _____

ROLAND SPRINGS COMMUNITY ASSOCIATION, INC.

SECOND: The name which the corporation will use after revival is _____

ROLAND SPRINGS COMMUNITY ASSOCIATION, INC.

THIRD: The address of the principal office in this state is _____

1416 CLARKVIEW ROAD, SUITE 200

BALTIMORE, MD 21209

FOURTH: The name and address of the resident agent is MICHAEL MANNES

108 WATER ST., SUITE 200

BALTIMORE, MD 21202

FIFTH: These Articles of Revival are for the purpose of reviving the charter of the corporation.

SIXTH: At or prior to the filing of these Articles of Revival, the corporation has (a) Paid all fees required by law; (b) Filed all annual reports which should have been filed by the corporation if its charter had not been forfeited; (c) Paid all state and local taxes, except taxes on real estate, and all interest and penalties due by the corporation or which would have become due if the charter had not been forfeited whether or not barred by limitations.

STATE OF MARYLAND

I hereby certify that this is a true and complete copy of the
page document on file in this office. DATED: 10-16-08

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

BY: [Signature], Custodian
This stamp replaces our previous certification system. Effective: 6/95

Revised 8/98

I hereby consent to my designation in this document as resident agent for this corporation.

SIGNED Michael H. Manner
Resident Agent

(Use A for signatures. If that procedure is unavailable, use B. If A & B are not available, use C. ONLY SIGN UNDER ONE SECTION.)

A. The undersigned who were respectively the last acting president (or vice president) and secretary (or treasurer) of the corporation severally acknowledge the Articles to be their act.

Ben Allen
Last Acting President/Vice President
Michael J. Lett
Last Acting Secretary/Treasurer

(Use if A cannot be signed/acknowledged)

B. The last acting president, vice president, secretary, and treasurer are unwilling or unable to sign and acknowledge these Articles; therefore, the undersigned who represent the lessor of a majority or 3 of the last acting directors of the corporation severally acknowledge the Articles to be their act.

Last Acting Director

Last Acting Director

Last Acting Director

(Use if A and B cannot be signed/acknowledged)

C. The last acting president, vice president, secretary, and treasurer of the corporation are unable or unwilling to sign the Articles. There are less than the required number of directors able and willing to sign the Articles, therefore, the undersigned who were elected as directors for the purpose of reviving the charter of the corporation severally acknowledge the Articles to be their act.

Director

Director

Director

CORPORATE CHARTER APPROVAL SHEET

**** KEEP WITH DOCUMENT ****

DOCUMENT CODE 18B BUSINESS CODE 04

D00571018

Close _____ Stock _____ Nonstock _____

P.A. _____ Religious _____

Merging (Transferor) _____

Surviving (Transferee) _____

FEES REMITTED

Base Fee: 30

Org. & Cap. Fee: _____

Expedite Fee: _____

Penalty: _____

State Recordation Tax: _____

State Transfer Tax: _____

_____ Certified Copies

Copy Fee: _____

_____ Certificates

Certificate of Status Fee: _____

Personal Property Filings: _____

PENALTY Other: 52

TOTAL FEES: 82

Credit Card _____ Check ☒ Cash _____

_____ Documents on _____ Checks

Approved By: 2

Keyed By: _____

COMMENT(S):



1000361988053314

ID # D00571018 ACK # 1000361988053314
LIBER: B00483 FOLIO: 1302 PAGES: 0003
ROLAND SPRINGS COMMUNITY ASSOCIATION, I
NC

02/03/2003 AT 08:57 A WO # 0000696146

New Name _____

Change of Name
☒ Change of Principal Office
☒ Change of Resident Agent
Change of Resident Agent Address
Resignation of Resident Agent
Designation of Resident Agent
and Resident Agent's Address
Change of Business Code

Adoption of Assumed Name _____

Other Change(s) _____

Code _____

Attention: _____

LAW OFFICES OF MICHAEL H. MANNES, P.A.
SUITE 200
108 WATER STREET
BALTIMORE MD 21202-1001

Stamp Work Order and Customer Number HERE
CUST ID: 0001052806
WORK ORDER: 0000696146
DATE: 02-04-2003 09:02 AM
AMT. PAID: \$82.00

Order: X/Y40901018
Address: 4410 Roland Springs
Order Number: 07-03-2002

Budget

Roland Springs HOA

Order: 7Y3899DMF
Address: 4140 Roland Spring Ln
Order Date: 07-23-2021
Document not for record
Hardcopy files

0066 Roland Springs Homeowners Association
2020 Approved Budget
10/01/2019

	Account		2017	2018	2019	2020
	Number		Actual	Actual	Budget	Approved Budget
		Income				
1	41000	Assessments	273,387	314,396	323,828	333,543
2	41990	Bad Debt	(2)	0	(6,000)	(6,000)
3	42300	Unit Maintenance Charges	0	0	0	0
4	42340	Pool Guest Pass Fees	85	20	0	0
5	42370	Facility Rental	0	0	0	0
6	44001	Interest On Checking	320	15	0	0
7	44005	Interest On Savings	51	516	0	0
8	44070	Interest On Collections	72	600	0	0
9		Total Income	273,913	315,547	317,828	327,543
		EXPENSES				
		Utilities				
10	51500	Electric	15,484	15,347	16,000	16,000
11	51600	Water & Sewer	99,233	104,500	113,500	132,000
12		Total Utilities	114,717	119,847	129,500	148,000
		Repairs & Maintenance				
13	52000	General Repairs & Maint.	2,768	240	5,000	2,500
14	52890	Operating Contingencies	0	0	300	300
15	55160	Maintenance Supplies	0	178	250	250
16		Total Repairs & Maintenance	2,768	418	5,550	3,050
		Contracted				
17	57470	Landscaping	10,192	9,435	7,500	10,000
18	57510	Lawn Contract	30,337	30,337	33,682	33,682
19	57630	Reserve Study	2,850	0	0	0
20	57720	Snow Removal	9,156	8,949	22,400	15,000
21	57850	Tree Maintenance	23,702	9,305	11,250	11,250
22		Total Contracted	76,237	58,026	74,832	69,932
		Recreation				
23	59800	Pool - Contract	22,245	23,445	23,455	23,455
24	59830	Pool - Furniture	0	0	0	0
25	59840	Pool - General Maint.	3,477	1,508	1,500	1,500
26	59860	Pool - License / Permit	455	455	470	500
27	59895	Pool - Supplies	1,045	597	750	500
28	59900	Pool - Telephone	396	479	375	400
29		Total Recreation	27,618	26,484	26,550	26,355

0066 Roland Springs Homeowners Association
2020 Approved Budget
10/01/2019

	Account		2017	2018	2019	2020
	Number		Actual	Actual	Budget	Approved Budget
		Administrative				
30	60063	Board Education	20	0	100	75
31	60130	Community Activities	212	690	750	500
32	60210	Dues/Subscriptions	0	100	50	50
33	60310	Legal	150	0	0	0
34	60342	Loan Fee Amortization	0	500	0	0
35	60380	Meeting Expense	0	300	0	0
36	60420	Office Supplies	1,497	1,969	1,400	1,640
37	60440	Postage	452	424	600	600
38	60600	Website Services	990	990	1,000	1,000
39		Total Administrative	3,321	4,973	3,900	3,865
		Professionals				
40	67000	Accounting	1,350	1,425	1,425	1,425
41	67300	Legal	4,166	4,627	3,500	3,500
42	67600	Management	21,015	21,645	22,294	22,963
43		Total Professionals	26,531	27,697	27,219	27,888
		Insurance & Taxes				
44	68050	Insurance - Master Policy	2,692	2,652	2,500	3,000
45	68350	Common Area - Claim Submitted	0	500	0	0
46	68510	Property Taxes	2	2	3	3
47		Total Insurance & Taxes	2,694	3,154	2,503	3,003
		Reserves				
48	85000	Reserve Contribution	56,087	53,068	22,934	20,610
49	85010	Addl Reserve Contribution	0	0	24,840	24,840
50		Total Reserves	56,087	53,068	47,774	45,450
51		TOTAL EXPENSES	309,973	293,667	317,828	327,543
52		NET INCOME/(LOSS)	(36,060)	21,880	-	(0)

Order #X7Y4001641
Address: 44461 Roland Spring Dr
Order Date: 07/27/2021
Company: Homeowners Association
Home Owners Assoc

Bylaws

Roland Springs HOA

Order: X/Y490DMT
Address: 4440 Roland Springs Ct
Order Date: 07-23-2021
Document not for resale
Scan: WinDoc

BY-LAWS

Order X79901KIT
Address 4440 Lakeland Spring Ln
Order Dept. 07-23-2021
Document not for resale
HomeMile.com

ROLAND SPRINGS COMMUNITY ASSOCIATION, INC.
HOMEOWNERS ASSOCIATION DEPOSITORY INFORMATION
(For Associations Not Developer Controlled)

1. The name, principal address and telephone number of the Declarant are:
Roland Park Limited Partnership. Address and telephone number are unknown

The name, principal address and telephone number of the vendor are:
Roland Park Limited Partnership. Address and telephone number are unknown

The names and addresses of the principal officers/general partners of the vendor are not known.

2. The name of the homeowners association is: Roland Springs Community Association, Inc.
It is incorporated in the State of Maryland. (If it is a Maryland corporation, its Articles of Incorporation may be obtained from the Maryland State Department of Assessments and Taxation.) The resident agent of the Association is: Wallace H. Campbell & Co., Inc.

3. (a) The Association is located at: 13.7903 acres south of W. Cold Spring Lane, west of Kittery Lane, Baltimore City, Maryland
The Development contains approximately 74 lots. The maximum number of lots which may be contained in the Development is 104.

(b) Property owned by the Declarant, contiguous to the Development, which is to be dedicated to public use is: unknown.

4. The Association is or will be / is not and will not be X within or a part of another development. If it is or will be part of another development, see the description attached.

5. The Declarant has X / has not reserved the right to annex additional lots into the Development. If the Declarant has reserved such right, that additional property is described in the Declaration of Covenants, Conditions and Restrictions for the Association, recorded among the Land Records of Baltimore City in Liber 3148, Folio 343, et seq., and any recorded Amendments or Supplements thereto (the "Declaration"). The time limits, if any, within which the Declarant may annex such property are also set forth in the Declaration.

6. The obligations set forth in any By-Laws, Rules and Regulation, Guidelines and Policies attached hereto are enforceable against a lot owner and the lot owner's tenants to the extent provided in the Declaration, Articles of Incorporation, By-Laws, Rules and Guidelines of the Association, and under state law.

7. (a) The common areas owned or to be owned by the Association are described in the Declaration, and/or shown on the record plat for this Development which was recorded in the local Land Records.

RECEIVED FOR RECORD

DEC 30 1988 AT 11 O'CLOCK

A.M. SAME DAY RECORDED IN LIBER

S.E.B. No. _____ FOLIO _____ &c.

ONE OF THE RECORDS OF

BALTIMORE CITY AND EXAMINED

PER _____

CLERK

(b) Property leased by the Association is: none

(c) Property not owned or leased by the Association, but maintained by the Association is: none

8. Information regarding zoning and other land use requirements affecting the Association is available at the Office of Planning and Zoning for Baltimore City, Maryland.

9. Mandatory fees or assessments are in effect with respect to the lots within the Development. See the Declaration, Articles of Incorporation, By-Laws, Rules and Regulations, Guidelines and Policies of the Association with respect to: the procedures for increasing and decreasing fees and assessments; collection of fees and delinquent charges; whether unpaid fees or assessments are personal obligations of the lot owner; the interest rate, if any, on unpaid fees or assessments; whether unpaid fees and assessments may be enforced by a lien against a lot; and whether lot owners will face late charges, attorney's fees or any other consequences for non-payment of fees and assessments. If the Declaration provides that unpaid fees and assessments may be enforced by a lien, the imposition of such lien is governed by the Maryland Contract Lien Act (Section 14-201, et seq. of the Real Property Articles of the Annotated Code of Maryland).

10. The special rights or exemptions, if any, reserved by or for the benefit of the Declarant relating to: (a) the right to conduct construction activities within the Development; (b) the right to pay a reduced homeowners association fee or assessment; and (c) exemptions from use restrictions or architectural control provisions contained in the Declaration or provisions by which the Declarant or vendor intends to maintain control over the Association are contained with the Declaration, Articles of Incorporation and By-Laws of the Association and any other documents recorded with respect to this property among the local Land Records.

11. The name, address and telephone number of the management agent of the Association (or any other officer or agent authorized by the Association to provide information to members of the public) are as follows:

Lego Management Services, Inc.; P. O. Box 5738, Baltimore, Maryland 21208
301-486-4256

Attachments: ☒ By-Laws
☒ Rules and Regulations
☐ Description of any "other Development" of which the subject Development is or will be a part. (If such "other development" exists, attached hereto is a copy of its By-Laws and Rules and Regulations, if reasonably available.)
☒ Architectural Control Guidelines
☐ Collection Policy

Please note that some rules and regulations, and architectural control guidelines, to which a purchaser may become obligated on becoming an owner of a lot, may be contained within the recorded Declaration and are, therefore, not attached hereto.

Order: XYVAVDMMI

Address: 4400 Roland Spring Dr

Order Ref: 00000001

Document not for resale

HomeAdvisor.com

BY-LAWS

ROLAND SPRINGS COMMUNITY ASSOCIATION, INC.

ARTICLE I

MEMBERS

Section 1.01. Annual Meetings. The Association shall hold each year, commencing with the year 1976, an annual meeting of the members for the election of directors and the transaction of any business within the powers of the Association, at 8:00 o'clock P.M. on the first Tuesday in March in each year if not a legal holiday, and if a legal holiday then on the first day following which is not a Sunday or a legal holiday. Any business of the Association may be transacted at an annual meeting without being specially designated in the notice, except such business as is specifically required by statute or by the charter to be stated in the notice. Failure to hold an annual meeting at the designated time shall not, however, invalidate the corporate existence or affect otherwise valid corporate acts.

Section 1.02. Special Meetings. At any time in the inter- between annual meetings, special meetings of the members may be call- by the Chairman of the Board or the Manager or by a majority of the Board of Directors by vote at a meeting or in writing with or without a meeting.

Section 1.03. Place of Meetings. All meetings of members shall be held at the principal office of the Association in Baltimore City, Maryland, except in cases in which the notice thereof designate some other place; but all such meetings shall be held within the Stat of Maryland,

Section 1.04. Notice of Meetings. Not less than fifteen days nor more than ninety days before the date of every members' meeti- the Manager shall give to each member entitled to vote at such meeting written or printed notice stating the time and place of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, either by mail or by presenting it to him personally or by leaving it at his residence or usual place of business. If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the member at his post office address as it appears on the records of the Association, with postage thereon prepaid. Notwithstanding the foregoing provision a waiver of notice in writing, signed by the person or persons entitled to such notice and filed with the records of the meeting, whether before or after the holding thereof, or actual attendance at the meeting in person, shall

be deemed equivalent to the giving of such notice to such persons. Any meeting of members, annual or special, may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by announcement.

Section 1.05. Quorum. Unless otherwise provided in the charter, at any meeting of members the presence in person of members entitled to cast 10% of the votes thereat shall constitute a quorum; but this section shall not affect any requirement under statute or under the charter of the Association for the vote necessary for the adoption of any measure. In the absence of a quorum the members present in person, by majority vote and without notice other than by announcement, may adjourn the meeting from time to time until a quorum shall attend. In addition, at such a meeting where a quorum of members is not present in person, a majority of the members present may call a further meeting of members, in accordance with the provisions of §135 of Article 23 of the Annotated Code of Maryland (1973 Repl. Vol.) and at such further meeting a quorum shall be one-half (1/2) of the required quorum at the preceding meeting; and by majority vote of those present in person or by proxy may approve or authorize any proposed action, and take any other action, including, without limitation, the election of directors, which might have been taken at the original meeting, if a sufficient number of members had been present.

Section 1.06. Votes Required. A majority of the votes of each class entitled to be cast at a meeting of members, duly called and at which a quorum is present shall be sufficient to take or authorize action upon any matter which may properly come before the meeting, unless more than a majority of votes cast is required by statute or by the Charter. Unless the charter provides for a greater or less number of votes per member or limits or denies voting rights, each member, regardless of class, shall be entitled to one vote on each matter submitted to a vote at a meeting of members; but no member shall be entitled to any vote:

- (i) if any dues established by the Board of Directors and payable by such member are due and unpaid at the time of such meeting;
- (ii) if any special assessment established by the Board of Directors and payable by such member is due and unpaid at the time of such meeting;
or
- (iii) if such member, as determined by the Board of Directors, shall be, at the time of such meeting, in violation of any of the Restrictions contained in the Declaration by Roland Park Limited Partnership, dated the 11th day of July, 1974, and recorded among the Land Records of Baltimore City in Liber R.H.B. No. 3148, folio 343 (the "Declaration").

Section 1.07. List of Members. At each meeting of members a full, true and complete list in alphabetical order of all members entitled to vote at such meeting, certifying the number of votes to which each such member is entitled, shall be furnished by the Manager. The method employed by the Manager in determining the names and addresses of members entitled to vote and the number of votes which may be cast by each of them shall have been approved by resolution of the Board of Directors.

Section 1.08. Members. The qualification for membership shall be that stated in the Charter of the Association.

Section 1.09. Voting. The rules and regulations concerning the right to vote shall be those stated in the Charter of the Association.

Section 1.10. Informal Action by Members. Any action required or permitted to be taken at any meeting of members may be taken without a meeting, if a consent in writing, setting forth such action, is signed by all the members entitled to vote on the subject matter thereof and any other members entitled to notice of a meeting of members (but not to vote thereat) have waived in writing any rights which they may have to dissent from such action, and such consent and waiver are filed with the records of the Association.

ARTICLE II

BOARD OF DIRECTORS

Section 2.01. Powers. The business and affairs of the Association shall be managed by its Board of Directors. The Board of Directors may exercise all the powers of the Association, except such as are by statute or the charter or the by-laws conferred upon or reserved to the members. The Board of Directors shall keep full and fair accounts of its transactions.

Section 2.02. Number of Directors. The number of directors of the Association shall be as provided in the charter, until such number be changed as herein provided. By vote of a majority of the Board of Directors, the number of directors may be increased or decreased, from time to time, to not exceeding nine nor less than five directors, but the tenure of office of a director shall not be affected by any decrease in the number of directors so made by the Board.

Section 2.03. Election of Directors. Until the first annual meeting of members or until successors are duly elected and qualify, the Board shall consist of the persons named as such in the Charter. At the first annual meeting of members and at each annual meeting thereafter, the members shall elect directors to hold office until the next succeeding annual meeting or until their successors are elected and qualify. At any meeting of members, duly called and

at which a quorum is present, the members may, by the affirmative vote of the members of all classes entitled to cast the majority of votes thereon, remove any director or directors from office and may elect a successor or successors to fill any resulting vacancies for the unexpired terms of removed directors.

Section 2.04. Vacancies. Any vacancy occurring in the Board of Directors for any cause other than by reason of an increase in the number of directors may be filled by a majority of the remaining members of the Board of Directors, although such majority is less than a quorum. Any vacancy occurring by reason of an increase in the number of directors may be filled by action of a majority of the entire Board of Directors. A director elected by the Board of Directors to fill a vacancy shall be elected to hold office until the next annual meeting of members or until his successor is elected and qualifies.

Section 2.05. Regular Meetings. After each meeting of members at which a Board of Directors shall have been elected, the Board of Directors so selected shall meet as soon as practicable for the purpose of organization and the transaction of other business, at such time as may be designated by the members at such meeting; and in the event that no other time is designated by the members, the Board of Directors shall meet at 12:00 o'clock Noon on the day of such meeting. Such first meeting shall be held at such place within or without the State of Maryland as may be designated by the members, or in default of such designation at the place designated by the Board of Directors for such first regular meeting, or in default of such designation at the office of the Corporation in Baltimore City, Maryland. No notice of such first meeting shall be necessary if held as hereinabove provided. Other regular meetings of the Board of Directors shall be held on such dates and at such places within or without the State of Maryland as may be designated from time to time by the Board of Directors.

Section 2.06. Special Meetings. Special meetings of the Board of Directors may be called at any time by the Chairman of the Board or the Manager or by a majority of the Board of Directors by vote at a meeting, or in writing with or without a meeting. Such special meetings shall be held at such place or places within or without the State of Maryland as may be designated from time to time by the Board of Directors. In the absence of such designation such meetings shall be held at such places as may be designated in the calls.

Section 2.07. Notice of Meetings. Except as provided in Section 2.05, notice of the place, day and hour of every regular and special meeting shall be given to each director two days (or more) before the meeting, by delivering the same to him personally, or by sending the same to him by telegraph, or by leaving the same at his residence or usual place of business, or, in the alternative, by mailing such notice three days (or more) before the meeting, postage prepaid, and addressed to him at his last known post office address, according to the records of the

Association. Unless required by these by-laws or by resolution of the Board of Directors, no notice of any meeting of the Board of Directors need state the business to be transacted thereat. No notice of any meeting of the Board of Directors need be given to any director who attends, or to any director who, in writing executed and filed with the records of the meeting either before or after the holding thereof, waives such notice. Any meeting of the Board of Directors, regular or special, may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by announcement.

Section 2.08. Quorum. At all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business. Except in cases in which it is by statute, by the charter or by the by-laws otherwise provided, the vote of a majority of such quorum at a duly constituted meeting shall be sufficient to elect and pass any measure. In the absence of a quorum, the directors present by majority vote and without notice other than by announcement may adjourn the meeting from time to time until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 2.09. Compensation. Directors as such shall not receive any compensation for their services. A director who serves the Association in any other capacity, however, may receive compensation therefor.

Section 2.10. Informal Action by Directors. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if a written consent to such action is signed by all members of the board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the board or committee.

ARTICLE III

COMMITTEES

Section 3.01. Committees. The Board of Directors may by resolution provide for an Executive Committee and for such other standing or special committees as it deems desirable, and discontinue the same at pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be assigned to it by the Board of Directors.

ARTICLE IV

OFFICERS

Section 4.01. Chairman. The Board of Directors shall in each year elect a Chairman of the Board from among the Directors. The Chairman shall preside at all meetings of the Board of Directors and meetings of members at which time he shall be present and shall and may exercise such additional powers and duties as are from time to time assigned to him by the Board of Directors.

Section 4.02. Manager. The Board of Directors shall in each year elect one person (who need not be a member of the Association) to serve as the Manager of the Association. The Manager of the Association shall, ex officio, be the Secretary and the Treasurer of the Association. The Manager shall generally advise the Association in the conduct and operation of its affairs. In the absence of the Chairman of the Board, the Manager shall preside at all meetings of the members and of the Board of Directors at which he shall be present; he shall have generally charge and supervision of the business of the Association; he may sign and execute, bonds, contracts or other instruments, except in cases in which the signing and execution thereof shall have been expressly delegated to some other officer or agent of the Association; and, in general, he shall perform all duties incident to the office of a City Manager and such other duties as, from time to time, may be assigned to him by the Board of Directors.

As Secretary of the Association, the Manager shall keep the minutes of the meetings of the members, and the Board of Directors, in books provided for the purpose; he shall see that all notices are duly given in accordance with the provisions of the by-laws or as required by law; he shall be custodian of the records of the Association; he shall see that the corporate seal of the Association is affixed to all documents the execution of which, on behalf of the Association, under its seal, is duly authorized, and when so affixed may attest the same; and in general, he shall perform all duties incident to the office of a Secretary of a corporation.

As Treasurer of the Association, the Manager shall have charge of and be responsible for all funds, receipts and disbursements of the Association, and shall deposit, or cause to be deposited, in the name of the Association, all monies or other valuable effects in such banks, trust companies or other depositories as shall, from time to time, be selected by the Board of Directors; he shall render to the Board of Directors whenever requested, an account of the financial condition of the Association, and, in general, he shall perform all the duties incident to the office of a Treasurer of a corporation.

The Manager shall serve at the pleasure of the Board of Directors and any vacancy in such office by reason of death, removal, resignation or otherwise shall be filled by the Board of Directors.

Section 4.03. Additional Executive Officers. The Board of Directors may choose one or more assistant managers, one or more assistant secretaries and one or more assistant treasurers, none of whom need be a director, but all of whom shall be members of the Association. Any two or more of the offices mentioned in this Article IV may be held by the same person; but no officer shall execute, acknowledge or verify any instrument in more than one capacity if such instrument be required by statute, by the charter, by the by-laws or by resolution of the Board of Directors to be executed, acknowledged or verified by any two or more officers. Each such officer shall hold office until the first meeting of the Board of Directors after the annual meeting of members next succeeding his election, and until his successor shall have been duly chosen and qualify, or until he shall have resigned or shall have been removed. Any vacancy in any of the above offices may be filled for the unexpired portion of the term of the Board of Directors at any regular or special meeting.

The assistant officers, if any, described in this Section 4.03, shall have such duties as may from time to time be assigned to them by the Board of Directors or the Manager.

Section 4.04. Subordinate Officers. The Board of Directors may from time to time appoint such subordinate officers as it may deem desirable. Each such officer shall hold office for such period and perform such duties as the Board of Directors or the Manager may prescribe. The Board of Directors may, from time to time, authorize any committee or officer to appoint and remove subordinate officers and prescribe the duties thereof.

Section 4.05. Compensation. None of the officers of the Association (other than the Manager or Assistant Managers) shall be compensated by the Association for services rendered in the capacity of such office. Any such officers (other than the Manager or Assistant Managers) who serve the Association in any other capacity, however, may receive compensation therefor. The Manager and any Assistant Managers may receive such compensation as may be determined from time to time by resolution of the Board of Directors.

Section 4.06. Removal. Any officer or agent of the Association may be removed by the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby.

ARTICLE V

FINANCE

Section 5.01. Checks, Drafts, Etc. All checks, drafts and orders for the payment of money, notes and other evidences of indebtedness, issued in the name of the Association, shall unless otherwise provided by resolution of the Board of Directors, be signed by the Manager or an assistant manager and countersigned by one Director of the Association.

Section 5.02. Annual Reports. There shall be prepared annually by the Manager, a full and correct statement of the affairs of the Association, including a balance sheet and a financial statement of operations for the preceding calendar year, which shall be submitted at the annual meeting of the members and filed within twenty days thereafter at the principal office of the Association in this State.

Section 5.03. Fiscal Year. The fiscal year of the Association shall be the twelve calendar months period ending December 31st of each year, unless otherwise provided by the Board of Directors.

ARTICLE VI

CERTIFICATES OF MEMBERSHIP

Section 6.01. Certificates of Membership. The Board of Directors may provide for the issuance of certificates evidencing membership in the Association, which shall be in such form as may be determined by the Board of Directors. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the Association. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefor upon such terms and conditions as the Board of Directors may determine or prescribe.

ARTICLE VII

SUNDRY PROVISIONS

Section 7.01. Seal. The Board of Directors shall provide a suitable seal, bearing the name of the Association, which shall be in the charge of the Manager. The Board of Directors may authorize one or more duplicate seals and provide for the custody thereof.

Section 7.02. Voting Upon Shares in Other Corporations. Any shares in other corporations or associations, which may from time to time be held by the Association, may be voted at any meeting of the shareholders thereof by the Manager or an assistant manager of the Association or by proxy or proxies appointed by the Manager or an assistant manager of the Association. The Board of Directors, however, may by resolution appoint some other person or persons to vote such shares, in which case such person or persons shall be entitled to vote such shares upon the production of a certified copy of such resolution.

Section 7.03. Amendments. Any and all provisions of these by-laws may be altered or repealed and new by-laws may be adopted by any annual meeting of the members, or at any special meeting called for that purpose.

END OF BY-LAWS



ROLAND SPRINGS COMMUNITY ASSOCIATION, INC.

Resolution

**Authorizing Electronic Transmission of Information, Notices of Meetings
and Electronic Submission of Votes or Proxies**

WHEREAS, Article II, Section 2.01 of the Bylaws of Roland Springs Community Association, Inc. (the "Bylaws") assigns to the Board of Directors all powers and duties necessary for the administration of the affairs of the Roland Springs Community Association, Inc. (the "Association") and provides that the Board of Directors may do all such acts and things, except those matters that the Board is prohibited from doing by law or the Association's governing documents; and

WHEREAS, the Association, in accordance with Section 11B-113.1(a)(1) of the Maryland Homeowners Association Act (the "Act"), may provide notice of a meeting or deliver information to a Lot Owner by electronic transmission if the Board of Directors gives the Association the authority to provide notice of a meeting or deliver information by electronic transmission; and

WHEREAS, the Board of Directors, in accordance with Section 11B-113.2 of the Act, may authorize Lot Owners to submit a vote or proxy by electronic transmission if the electronic transmission contains information that verifies that the vote or proxy is authorized by the Lot Owner or Lot Owner's proxy.

NOW, THEREFORE, BE IT RESOLVED that the Association's Board of Directors hereby adopts the following policies:

Notice and Delivery By Electronic Transmission

1. The Association is authorized to provide notice of meetings and deliver information to a Lot Owner by electronic transmission. This authorization is contingent upon:
 - A. The Lot Owner giving the Association prior written authorization to provide notice of a meeting or deliver information by electronic transmission; and
 - B. An officer or agent of the Association certifying in writing that the Association has provided notice of a meeting or delivered material or information as authorized by the Lot Owner.
2. Notice or delivery by electronic transmission shall be considered ineffective to a Lot Owner if:





- A. The Association is unable to deliver two consecutive notices to that Lot Owner; and
- B. The inability to deliver the electronic transmission becomes known to the person responsible for sending the electronic transmission.

Voting By Electronic Transmission

- 3. Lot Owners may submit a vote or proxy by electronic transmission. This authorization is contingent upon:
 - A. The electronic transmission containing information that verifies that the vote or proxy is authorized by the Lot Owner or Lot Owner's proxy.
 - B. In any matter where the governing documents of the Association require voting by secret ballot, and the anonymity of voting by electronic transmission cannot be guaranteed, voting by electronic transmission shall be permitted if Lot Owners have the option of casting anonymous printed ballots.

The foregoing Resolution is hereby adopted on this 3rd day of January, 2017, by the Board of Directors of Roland Springs Community Association, Inc.

[Signature]
Board Member

[Signature] (Michelle Harty)
Board Member

[Signature] (Sally J. Bortell)
Board Member

[Signature]
Board Member

[Signature]
Board Member

[Signature]
Board Member

[Signature]

f:\ballot\sagall\washington place, llc (wpm, llc)\agreements\electronic information resolution - 11-28-16.doc



Declaration-CCRs
Roland Springs HOA

Order: 8/27/2021 10:41
Address: 1540 Roland Springs Dr
Chattanooga, TN 37417
Declaration not for resale
HomeAdvisor Pro

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

Order: XG74905M1
Address: 4440 Folsom - Spring Dr
Order Date: 07-28-2011
Document not for resale
Printed on 10/28/11

DHF:lh
2:7/3/74AMENDED FORM

ROLAND SPRING

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 11th day of July, 1974, by ROLAND PARK LIMITED PARTNERSHIP, a Maryland limited partnership, hereinafter referred to as "Declarant",

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property situate in Baltimore City, Maryland, and being more particularly described in Schedule "A" attached hereto and made a part hereof;

AND WHEREAS, Declarant will convey the said property, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements and restrictions, for the purpose of enhancing the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions, conditions, charges and liens shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof, shall inure to the benefit of each owner thereof, and shall be binding upon the said property, to the end that such easements, covenants, restrictions, conditions, charges and liens shall run with, bind and burden said property in perpetuity, except as hereinafter limited.

000h*** 2084822 4L-22 NW
000q*** 2084822 4L-22 NW

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Roland Spring Homeowner's Association, Inc., a non-stock corporation organized under the provisions of Article 23, §§132 ff. of the Annotated Code of Maryland (1973 Repl. Vol.), its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, and all improvements now or hereafter erected thereon.

Section 3. "Common Areas" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown within any recorded subdivision plat of the Property, with the exception of the Common Areas.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple or leasehold title to any Lot which is a part of the Property, but excluding those having such interest as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to Certain Camps & Co., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II MEMBERSHIP

Every person or entity who is a record Owner of a fee or leasehold undivided interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest as mortgagee or as security for the performance of any obligation. No Owner shall have more than one membership for each Lot owned as described above. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE III VOTING RIGHTS

The corporation shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as all Owners of interests therein may among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) Class B. The Class B Member(s) shall be Declarant. The Class B Member(s) shall be entitled to three (3) votes for each unsold Lot in which it holds the interest required for Class A membership. The Class B membership applicable to the Property (as constituted at the time of occurrence of the earlier of the two hereinafter-referenced events) shall cease and automatically be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

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

(b) on December 31, 1976.

ARTICLE IV
ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Annexation of additional property shall be permitted only if the property is contiguous to the Property, and shall require the assent of two-thirds (2/3) of the Class A members and two-thirds (2/3) of the Class B members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 15 days in advance of the meeting setting forth the purpose of the meeting. The presence of Members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. In the event that two-thirds (2/3) of the Class B membership are not present at any such meeting in person or by proxy, members not present may give their written assent to the action taken thereat.

Section 2. If within 3 years from the date of incorporation of the Association, the Declarant should develop additional lands shown on the plat of subdivision recorded among the Land Records of Baltimore City in Pocket Folder J.F.C. No. 2453, such additional lands shall be annexed to the Property without any requirement for assent by the members; provided, however, that the development of the additional lands described in this section shall be in accordance with a general development plan approved by the Baltimore City Department of Planning.

ARTICLE IV
PROPERTY RIGHTS

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

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas, and to establish rules and regulations relating thereto;

(b) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage said property, but the rights of any mortgagee in said properties shall be subordinate to the rights of the Owners hereunder;

(c) the right of the Association to suspend the voting rights and right to use of the recreational facilities by a member

for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association's rules and regulations;

(d) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication or transfer and unless written notice of the proposed action is sent to every member not less than fifteen (15) days in advance; and

(e) the right of the individual members to the exclusive use of such parking spaces as may be set aside for their use by the Association.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on his Lot.

Section 3. Title to the Common Areas. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Areas to the Association, free and clear of any encumbrances and liens, but subject to easements, covenants and conditions herein or recorded prior hereto and subject to easements for utilities and other public purposes regardless of when recorded, as may be required in the orderly development of the Property, prior to the conveyance of the first Lot.

ARTICLE VI COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree: (a) to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements; such assessments to be fixed, established and collected from time to time as hereinafter provided; (b) that the annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge and a continuing lien upon the Lot against which each such assessment is made with the priority hereinafter set forth; and (c) that each such assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Property (including administrative and overhead

expense) and in particular for the improvement and maintenance of the Property, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, and of the homes situated upon the Property; and, in addition, for payment of any service or usage charges for utilities which are furnished to all Owners, but billed by the utility company or municipality (as the case may be) to the Association.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment shall be one hundred fifty dollars (\$150.00) per Lot; provided, however, that such maximum annual assessment per Lot owned by the Class B Member(s) shall be twenty-five percent (25%) of the above-specified dollar amount.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment applicable to each Lot may be increased each year not more than the "Maximum Percentage" (as defined below) above the maximum and annual assessment applicable to each such Lot for the previous year, without a vote of the membership. The "Maximum Percentage" for any year shall be the greater of (i) three percent (3%) or (ii) the percentage of increase in the Consumer Price Index (1967=100) for All Items for the Baltimore Area, as published by the Bureau of Labor Statistics of the United States Department of Labor, or its successor, in the report most current on the first day of such year as compared to the report most current on the first day of the preceding year. (If the aforesaid Index shall be discontinued, there shall be substituted therefor such other comparable index as may be generally used for measuring increases in the cost of living.)

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment applicable to each Lot may be increased more than the "Maximum Percentage" above the maximum annual assessment, with the assent, with respect to each class of Members, of two-thirds (2/3) of those Members who are voting in person or by proxy at a meeting duly called for this purpose in accordance with the notice provision of Section 4 of this Article VI; provided, however, that no increase under this paragraph (b) shall be made prior to the expiration of three (3) years from the preceding increase under this paragraph (b).

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum annual assessment permitted.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to

all members not less than fifteen (15) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniformity. Both annual and special assessments must be fixed at a uniform rate for all Lots in accordance with Section 3 above, and may be collected on a monthly, quarterly or less frequent basis as the Board of Directors may determine.

Section 6. Quorum for any Action Authorized Under Sections 3 and 4. At the meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of Members or of proxies entitled to cast sixty (60) percent of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments:
Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Areas to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Non-payment of Assessments; Remedies of the Association. Any assessment or installment thereof not paid when due shall be delinquent. Upon delinquency of any installment, the total unpaid balance of the annual assessment to which such installment relates shall immediately be deemed delinquent. The assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum until paid and the Association may bring an action at law against the Owner obligated to pay the same or the Association may foreclose the lien against such Owner's Lot in the same manner as mortgages are foreclosed, including the right to a deficiency decree. If the appropriate court refuses jurisdiction of the enforcement of said lien, then the Association shall have the right to sell the Lot at public or private sale after giving notice to the Owner (by certified mail or by publication in a newspaper of general circulation in Baltimore City) at least three (3) weeks prior to the date of sale. Interest, costs and reasonable attorney's fees of any such action shall be added to the amount of the delinquent assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceedings in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payment thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; and (b) the Common Areas.

ARTICLE VII
PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Property and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

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

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

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

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VIII
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to, or change or alteration or improvement, including change of colors, therein or thereon, be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board, to be known as the "Architectural Control Committee". In the event said Board, or its designated committee, fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE IX
SPECIAL MAINTENANCE

In the event that there is an obvious need for maintenance or repair which is caused through the willful or negligent act of any Owner, his family, guests or invitees, and if such maintenance or repair is not made within thirty (30) days after notice to maintain or repair is sent by the Board of Directors, the Board of Directors may cause such maintenance or repair to be performed. The costs of such maintenance or repair shall be added to and become a part of the assessment to which such Lot is subject. The Board of Directors, through its officers or agents, should have the right to enter upon such Lot to perform maintenance or repairs without incurring any liability therefor.

ARTICLE X
USE RESTRICTIONS

Section 1. Permitted Uses. No property shall be used except for residential purposes, or for a builder's construction or sales office during the construction and sales period of the development of the Property.

Section 2. Alterations. No building, accessory building or structure, shed, awning, porch or porch covering, garage, trailer, tent, driveway, back fence, hedges, screens, barns, walls or other structure shall be allowed, constructed or altered upon any Lot or dwelling thereon without the plans and specifications of such having been approved by the Architectural Control Committee as to quality of workmanship, design, colors and materials and harmony of same with the project as a whole. No

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structure built upon any Lot shall have any part of the exterior (including front door and trim) painted without the proposed color thereof having been approved by the said Architectural Control Committee.

Section 3. Fences. No fence, wall or walls or other similar type structure shall be allowed except those approved by the Architectural Control Committee.

Section 4. Intersections. No fence, wall, hedge or shrub over three feet high shall be allowed to be erected, planted or constructed upon any property which is located at the intersection of two streets. The purpose of such covenant being to avoid obstruction of view at such intersections.

Section 5. Clothes Lines. No exterior clothes line or hanging device (except an umbrella-type structure with a diameter not exceeding seven feet for use in rear of dwellings only) shall be allowed upon any Lot. Such hanging devices as are permissible shall not be displayed except on weekdays between the hours of 8 a.m. and 6 p.m.

Section 6. Storm Doors. Storm doors shall be either wood (in which case the same shall be painted the color of the door or trim), or anodized aluminum.

Section 7. Floor Area. No dwelling having a ground floor area of less than 1,000 square feet where the said dwelling consists of two stories, or 1800 square feet where the said dwelling consists of one story, shall be permitted upon any Lot. Garage space shall not be included in calculating ground floor area.

Section 8. Antennas. No roof-top television antenna shall be permitted. Any resident wishing to install an antenna for amateur radio activities exclusively must submit plans for same to the Architectural Control Committee. The plans shall show proposed location, height and configuration of the equipment. The applicant shall also present affidavits from all Owners within one hundred feet (100 ft.) of his dwelling stating that they have no objections to such installations.

Section 9. Boats. No boats on cradles or trailers may be parked in streets, driveways, yards or common parking areas for more than twenty-four (24) hours; provided, however, that the Association may designate a specific place which shall be adequately screened from nearby residences for such parking.

Section 10. Parking. No vehicles except as may be classified as passenger cars or station wagons shall be regularly parked on the Property.

Section 11. Nuisances. No noxious or offensive activities shall be carried on upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 12. Signs. During the construction and sales period no signs may be displayed that are larger in area than one

square foot, other than those of the builders. Thereafter, no signs exceeding two square feet shall be displayed.

Section 13. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on the Property, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for a commercial purpose.

Section 14. Trash. No part of the Property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE XI EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities and for other public purposes and access to all property are reserved above and below the surface of the ground, as shown on the recorded plat of the Property, or as may be or may have been required, necessary or desirable in the judgment of Declarant to be recorded or given prior to the date hereof or subsequent hereto. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or access to the property subject to such easements. Such easements may contain means of ingress and egress. An area of ten (10) feet on each side of any easement shall be subject to temporary use for materials and equipment during periods of construction, excavation or repair in such easement. The Declarant and its agents and contractors shall have the right of ingress and egress to all Lots until one (1) year after the completion of construction of all units on the Property for purposes of correcting drainage and other construction problems that may have occurred.

ARTICLE XII GENERAL PROVISIONS

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

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision hereof, all of which shall remain in full force and effect.

Section 3. Duration and Amendment. The provisions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said provisions shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instru-

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ment signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded. Notwithstanding anything to the contrary contained herein, the provisions of Article VI hereof ("Covenants for Maintenance Assessments"), and Section 4 of this Article XII ("Assignment"), shall operate in perpetuity.

Section 4. Assignment. The Association shall be empowered to assign its rights hereunder to any successor non-profit membership corporation (hereinafter referred to as the "Successor Corporation") and, upon such assignment the Successor Corporation shall have all the rights and be subject to all the duties of the Association hereunder and shall be deemed to have agreed to be bound by all provisions hereof, to the same extent as if the Successor Corporation had been an original party instead of the Association and all references herein to the "Board" shall refer to the Board of Directors of such Successor Corporation. Any such assignment shall be accepted by the Successor Corporation under a written agreement pursuant to which the Successor Corporation expressly assumes all duties and obligations of the Association hereunder. If for any reason the Association shall cease to exist without having first assigned its rights hereunder to a Successor Corporation, the covenants, easements, charges and liens imposed hereunder shall nevertheless continue and any Owner may petition a court of competent jurisdiction to have a trustee appointed for the purpose of organizing a non-profit membership corporation and assigning the rights of the Association hereunder with the same force and effect, and subject to the same conditions, as provided in this Section 4 with respect to an assignment and delegation by the Association to a Successor Corporation.

Section 5. Deeds of Trust. The use herein of the word "mortgage" shall be deemed to mean "deed of trust" where such security instrument is used in lieu of or instead of a mortgage.

Section 6. Non-applicability to Other Property. The covenants, conditions and restrictions set forth herein shall apply only to the property described hereinabove, and shall create no rights, benefits, burdens or obligations with respect to any other property owned by Declarant, its successors or assigns.

Section 7. Gender. The use of the singular herein shall be taken to include the plural, and the use of the masculine gender shall be taken to include the feminine, as the context may require.

Section 8. Headings. All headings and captions herein are for convenience only and shall not affect the meaning or interpretation of the contents hereof.

WITNESS the due execution hereof as of the date first above written.

WITNESS:

ROLAND PARK LIMITED PARTNERSHIP

Marion J. Price

By:

Joseph P. Certa (SEAL)
Joseph P. Certa, General Partner

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DISTRICT OF COLUMBIA) To Wit:

I HEREBY CERTIFY, that on this 11th day of July, 1974, before me, the subscriber, a Notary Public in and for the District of Columbia, personally appeared Joseph P. Certa, General Partner of Roland Park Limited Partnership, who acknowledged the foregoing Declaration to be the act of said partnership.

AS WITNESS my hand and Notarial Seal.

Lisa J. Leland
Notary Public

My Commission Expires: 11/1/75



EXHIBIT "A"

DESCRIPTION

13.7903 Acre Parcel, South of W. Cold Spring Lane
West of Kittery Lane, Baltimore, Maryland

4960
Beginning for the same at a point on the south side of Cold Spring Lane, sixty (60) feet wide, said point being at the division line between Lot 1 and Lot 2 as shown on the Subdivision Plat of Rolbalt Corporation and Lanco, Inc. Properties, said plat being recorded among the Land Records of Baltimore City, Maryland in Plat Pocket Folder R.H.B. No. 2214, said point being also at the northeast corner of that parcel of land which by deed dated January 8, 1964, and recorded among the aforesaid Land Records in Liber J.F.C. 1625 Folio 23, was conveyed by Lanco, Inc. to Rolbalt Corporation, et al, and running thence binding on said south side of Cold Spring Lane the following two (2) courses and distances, viz.: (1) North 82° 10' 40" East 741.52 feet and (2) North 85° 33' 34" East 14.93 feet to the northwest corner of that lot of ground which by deed dated February 25, 1972, and recorded among the aforesaid Land Records in Liber R.H.B. 2887 Folio 121 was conveyed by Dorsey Electric Corporation to Harley P. Brinsfield and Arline Brinsfield, his wife, thence, leaving Cold Spring Lane and binding on the west line of the last mentioned lot (3) South 04° 01' 30" East 150.00 feet, to the southwest corner thereof, thence binding on the south line of said lot and also on the south line of the second parcel of land which by deed dated September 1, 1955, and recorded among the aforesaid Land Records in Liber M.L.P. 9899 Folio 255 was conveyed by Helev Nunan Doyce, et al, to Michael A. Abrams (4) North 85° 33' 34" East 150.00 feet to a point on the west side of Kittery Lane, forty (40) feet wide, said point being 150.00 feet southerly from the south side of Cold Spring Lane, thence binding on said west side of Kittery Lane, forty (40) feet and twenty-five (25) feet wide. (5) South 04° 01' 30" East 248.81 feet and (6) South 03° 58' 45" East 389.82 feet to the northeast corner of Lot 12 as shown on Plat No. 5, Roland Park, said plat being recorded among the Land Records of Baltimore County, Maryland in Plat Book W.P.C. 3 Folio 192 and also among the aforesaid Land Records of Baltimore City in Plat Tube No. 1, thence binding along the northern outline of said plat as now surveyed (7) North 89° 31' 24" West 460.47 feet to the northwest corner of Lot 9 as shown on the last mentioned plat, said point being also the northeast corner of Lot 229 as shown on Plat 4-A, Poland Park, said plat being recorded among the aforesaid Land Records of Baltimore County in Plat Book W.P.C. 5 Folio 8 and also among the aforesaid Land Records of Baltimore City in Liber S.C.L. 3016 Folio 614, thence binding along the northern outline of the last mentioned plat (8) South 86° 34' 35" West 336.25 feet to a point thereon, said point being the southeast corner of that parcel of land which by deed dated

May 9, 1966, and recorded among the aforesaid Land Records of Baltimore City in Liber J.F.C. 2067 Folio 485 was conveyed by Lawrence Cardinal Shehan, Roman Catholic Archbishop of Baltimore For The Time Being And His Successors In The Archiepiscopal See Of Baltimore, According To The Discipline And Government Of The Roman Catholic Church to Marianist Society, Inc., thence binding on the eastern outline of said parcel (9) North 05° 49' 20" West 219.76 feet to the northeast corner thereof, said point being also the southeast corner of Lot 1 as shown on the plat first herein referred to, thence binding on the division line between Lot 1 and Lot 2 the following two (2) courses and distances, viz.: (10) North 08° 08' 30" West 144.82 feet and (11) South 82° 19' 40" West 39.64 feet, thence for lines of division now drawn the following four (4) courses and distances, viz.: (12) North 08° 08' 30" West 54.23 feet, (13) South 81° 51' 30" West 15.00 feet, (14) North 08° 08' 30" West 245.00 feet and (15) South 81° 51' 30" West 13.00 feet to a point on the division line between Lot 1 and Lot 2, thence binding thereon North 08° 08' 30" West 41.74 feet to the place of beginning, containing 13.7903 acres of land, more or less.

BEING the same parcel of land described in Baltimore City Ordinance no. 529, Approved February 8, 1974.

REC'D FOR RECORD JUL 22 1974

9A M. & RECORDED IN THE LAND RECORDS OF
BALTIMORE CITY, LIBER R.H.B. 3148, PAGE 343, ROBERT H. BOUSE, CLERK

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THIS DECLARATION AND AGREEMENT is made this 14th day of November, 1974, by and between ROLAND PARK LIMITED PARTNERSHIP (hereinafter called "Owner"), a Maryland limited partnership, having its office at 1156-15th Street, NW, Washington, D.C. 20005 party of the first part; and ROLAND PARK CIVIC LEAGUE, INC. (the "League"), a body corporate of the State of Maryland, WALLACE S. LIPPINCOTT and ALICE E. LIPPINCOTT, his wife, C. KEATING BOWIE and ALICE F. BOWIE, his wife, and HOWARD E. DEMUTH, JR. and LAWRASON P. DEMUTH, his wife, parties of the second part.

4960
WHEREAS, Roland Park Limited Partnership is the owner of a certain parcel of land containing approximately 13.88 acres on the south side of West Cold Spring Lane, east of Roland Avenue (hereinafter called the "Property") in Baltimore City, Maryland, by virtue of a Deed dated December 6, 1973, and recorded among the Land Records of Baltimore City in Liber R.H.B. No. 3086, folio 588, which land lies adjacent to the lots laid out on Plats 4A and 5 of Roland Park, as recorded among the Land Records of Baltimore City in Plat Book S.C.L. No. 3, folio 192; and

WHEREAS, Owner desires to develop the Property by a residential development of high character as a "planned development" pursuant to Chapter 12 of the Zoning Ordinance of Baltimore City (Article 30 of the Baltimore City Code (1966 Edition)), as enacted by Ordinance No. 1051 (approved April 20, 1971); and

WHEREAS, said planned development for the Property has been approved by the Mayor and City Council of Baltimore pursuant to Ordinance No. 529 (approved February 8, 1974), which Ordinance

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incorporates by reference a plat of the development, hereinafter called the "Plat"; and

WHEREAS, Owner desires to impose certain protective covenants on the Property for the benefit of future purchasers of lots in said development as well as for the benefit of adjoining owners in Roland Park, all as contemplated by §12.0-1(e) (11) of the Zoning Ordinance of Baltimore City; and

WHEREAS, the Property is encumbered by a purchase money deed of trust and mortgage granted by Owner, and the trustees and beneficiary and the mortgagee thereunder are willing to consent to the imposition of such protective covenants upon the Property; and

WHEREAS, Wallace S. Lippincott and Alice E. Lippincott, his wife, are the owners of the property known as 102 Hawthorne Road and C. Keating Bowie and Alice F. Bowie, his wife, are the owners of the property known as 4 Merryman Court, and Howard E. DeMuth, Jr., and Lawrason P. DeMuth, his wife, are the owners of the property known as 504 Somerset Road; all of which properties are located within Roland Park and within the immediate vicinity of the Property; and

WHEREAS, the Roland Park Civic League, Inc. agrees to accept the rights and duties in connection with said covenants, restrictions and agreements and the enforcement thereof; and

WHEREAS, in order to make the covenants, restrictions and agreements contained in this Declaration and Agreement binding and of full force and effect on the Property and upon

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the present and future owners and occupants thereof, the parties hereto have entered into this Declaration and Agreement to the end and intent that the party of the first part, its successors and assigns will hold, utilize and hereafter convey the Property subject to the said covenants, restrictions and agreements contained herein.

NOW, THEREFORE, this Declaration and Agreement Witnesseth: That for and in consideration of the premises and the mutual agreements of the parties hereto, Owner does hereby covenant and agree for itself, its successors and assigns that all of the lots of ground to be created in development of the Property including common areas and community facilities, shall be held and enjoyed by it and its successors and assigns subject to the legal operation and effect of Chapter 12 of the Zoning Ordinance of Baltimore City, and Ordinance No. 529, and the following covenants, restrictions and agreements, which shall be enforceable by the parties of the second part, their personal representatives, successors and assigns; and in consideration of the sum of \$1.00 and other good and valuable considerations, the said parties of the second part accept the rights and duties imposed upon them in connection with the enforcement of said covenants, restrictions and agreements, as follows:

1. The lots, other than community facilities, shown on the Plat shall be used, exclusively, for residential purposes. No more than one dwelling shall be erected on any one lot as shown on the Plat and no tent, shack or trailer may at any time be maintained on any lot, and no garage, temporary structure or partially completed structure may ever be used as a dwelling. Garages erected in accordance with the approved Plat will be

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permitted. No dwelling shall be used for other than a single family occupancy.

2. No building except as set forth in the development plan for the Property approved as a part of the aforesaid Ordinance No. 529 shall be started, erected, maintained, altered or converted on any of the land shown on the Plat until the plans for the exterior thereof, including specifications of construction, design and color scheme, and a plat location plan showing the location and grade of driveway's, walks and structures of every kind to be erected, have been submitted to and approved by the League, its successors or its assigns of the rights hereunder. The League, in passing on said plans, shall consider the proposed use of the proposed building, the material of which it is to be constructed, its color and design, the harmony thereof with the surrounding area and properties, its location and the outlook it presents on surrounding properties, and its compliance with the "Purpose" preamble and §12.0-1 of Chapter 12 of the Zoning Ordinance of Baltimore City, as amended. No fence, signs, bill boards, or advertising sign of any kind shall be erected on any lot unless approved, in writing, by the League. The maximum number of dwellings to be erected on the Property shall not exceed 104.

3. If any building, tent, shack, trailer or other structure be erected or maintained on the land hereby agreed to be restricted in violation of any of the covenants herein set out, the party so erecting such structure, his heirs or assigns, shall, upon a written notification by the League, its successors or assigns, any other party of the second part, or any owner of other property set out on or in said Plat, that such building, tent, shack, trailer or other structure

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is in violation of said covenants, or any of them, at once tear down and remove such building or other structure in such manner as the League, its successors or assigns, may direct; and if the said building or other structure is not so torn down and removed within thirty (30) days from the date of said notification, the said League, its successors or assigns, and its or their servants or their agents, shall at all times have the right to enter upon the said land and tear down and remove any building or other structure, as aforesaid, erected or maintained on the said land in violation of the said covenants, or any of them, and that the said League, its successors or assigns, and its or their servants or agents, shall not be liable to any action or suit of any kind by said party, his heirs or assigns, for such entry, tearing down or removal; and the said League, its successors or assigns, shall be entitled to recover from said party, his heirs or assigns, the cost of such tearing down or removal; provided that such recovery shall be had only against the person or persons erecting or causing the erection of such building or other structure, as aforesaid, or maintaining or neglecting to remove the same after the said notification from the League, its successors or assigns.

4. No chickens, pigeons, or fowl of any kind, and no swine, goat or other animal, except domestic pets, shall be kept or allowed to remain on any part of said lots or the improvements thereon.

5. No nuisance shall be maintained, allowed or permitted on any part of said lots and no use thereof shall be made or permitted which may be noxious or detrimental to health.

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6. All portions of the Property not a part of any lot and all fences, landscaping, roads, lighting, parking areas and entrances thereon shall be maintained at all times at the expense of the owners in good condition and in conformity with the development plan approved in the aforesaid Ordinance No. 529. Appropriate provisions for the levy of Maintenance Assessments against the owner of each lot and for the collection of the same shall be and remain a part of the Roland Spring Declaration of Covenants, Conditions and Restrictions approved as a part of the aforesaid Ordinance.

7. The community facilities; i.e., swimming pools, tennis courts, bath house and related facilities, shall be for the exclusive use of the owners, their families and invitees unless otherwise approved in writing by the League. The owners will not permit any use of the community facilities and the areas adjacent thereto which may create unreasonable levels of noise, annoying or disturbing to the residents of the dwellings within the Property and the surrounding community, including Roland Park, nor permit the use thereof except between the hours of 7:00 A.M. and 11:00 P.M. on weekdays and 1:00 A.M. on Saturday, Sunday and holiday mornings.

8. All of the covenants, conditions, and restrictions herein shall be held and construed to run with and bind the land shown on the Plat and shall operate in perpetuity, except that after twenty-five (25) years from the date hereof, the then owners of sixty per cent (60%) of the lots included herein as set out on and in the Plat who are parties to this Agreement by virtue of having acquired title to any lot subsequent hereto by purchase, descent or otherwise (not including mortgagees or ground rent owners), by instrument duly executed and recorded among the Land Records, may amend, cancel or annul any and all of the covenants, conditions and restrictions set forth herein with respect to the lots shown on said Plat; provided however, that they shall obtain the prior written consent of the owners

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of 60% of the following properties in Roland Park's Plats numbered 1, 4a and 5 County: all properties binding on the north side of Cold Spring Lane between Maynadier Land and Roland Avenue; all properties lying north of Somerset Road between Keswick Road and Kitterly Lane and all properties lying along the north side of Somerset Road between Kitterly Land and Roland Avenue.

9. The failure to enjoin any violation of these restrictions shall not operate as a waiver of the right to enjoin any similar or subsequent violation.

10. The rights and powers herein conferred upon the League may be assigned or transferred to any other corporation or association agreeing to accept the same. Any such assignment or transfer shall be exercised by an appropriate instrument recorded among the Land Records of Baltimore City, and thereafter the Grantee of such rights and powers shall have the authority to perform all rights, powers and duties herein conferred upon the League.

11. Sidney H. Tinley, Jr. and A. J. Hundertmark, Jr., Trustees under a Deed of Trust covering the Property dated June 5, 1974, and recorded among the Land Records of Baltimore City in Liber R.H.B. No. 3135, folio 693, and Solomon Grossberg and C. Richard Beyda, Trustees under a Deed of Trust covering part of the Property dated December 6, 1973 and recorded as aforesaid in Liber R.H.B. No. 3086, folio 592, join herein for the purpose of consenting to the imposition of the foregoing covenants on the Property.

12. Whenever used herein the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all.

WITNESS the due execution hereof by the parties hereto as of the day and year first above written.

WITNESS/ATTEST:

ROLAND PARK CIVIC LEAGUE, INC.

Nancy D. Owens

By: Sarah R. Butler (SEAL)
President

Wallace S. Lippincott

Wallace S. Lippincott (SEAL)
Wallace S. Lippincott

Wallace S. Lippincott

Alice E. Lippincott (SEAL)
Alice E. Lippincott

John E. McConn

C. Keating Bowie (SEAL)
C. Keating Bowie

John E. McConn

Alice F. Bowie (SEAL)
Alice F. Bowie

Sally Dwojaski
Sally Dwojaski

Howard E. DeMuth, Jr. (SEAL)
Howard E. DeMuth, Jr.

Sally Dwojaski
Sally Dwojaski

Lawson P. DeMuth (SEAL)
Lawson P. DeMuth

ROLAND PARK LIMITED PARTNERSHIP

David H. Tinsley

By: Joseph F. Certa (SEAL)
Joseph F. Certa, General Partner

Edwin M. Bosley, Jr.
EDWIN M. BOSLEY, JR.

Sidney H. Tinsley, Jr. (SEAL)
Sidney H. Tinsley, Jr., Trustee

Edwin M. Bosley, Jr.
EDWIN M. BOSLEY, JR.

A. J. Hundertmark, Jr. (SEAL)
A. J. Hundertmark, Jr., Trustee

Alberta Jones

Solomon Grossberg (SEAL)
Solomon Grossberg, Trustee

Alberta Jones

C. Richard Beyda (SEAL)
C. Richard Beyda, Trustee

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I HEREBY CERTIFY, that on this 27th day of November 1974, before me, the subscriber, a Notary Public in and for the State aforesaid, personally appeared SARAH R. BUTLER, President of Roland Park Civic League, Inc., who acknowledged the foregoing Declaration and Agreement to be the act of said body corporate.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: 7/1/78.

I HEREBY CERTIFY, that on this 27th day of November 1974, before me, the subscriber, a Notary Public in and for the State aforesaid, personally appeared Wallace S. Lippincott and Alice E. Lippincott, his wife, and they acknowledged the foregoing Declaration and Agreement to be their act and deed.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: 7/1/78

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2:1/10/74

3188 PAGE 655

STATE OF MARYLAND)
CITY OF BALTIMORE) TO WIT:

I HEREBY CERTIFY, that on this 27th day of November, 1974, before me, the subscriber, a Notary Public in and for the State aforesaid, personally appeared C. Keating Bowie and Alice F. Bowie, his wife, and they acknowledged the foregoing Declaration and Agreement to be their act and deed.

AS WITNESS my hand and Notarial Seal.

John E. McCombs
Notary Public
My Commission Expires: 7/1/78

STATE OF MARYLAND)
CITY OF BALTIMORE) TO WIT:

I HEREBY CERTIFY, that on this day 1st day of August, 1974, before me, the subscriber, a Notary Public in and for the State aforesaid, personally appeared Howard E. DeMuth, Jr. and Lawrason P. DeMuth, his wife, and they acknowledged the foregoing Declaration and Agreement to be their act and deed.

AS WITNESS my hand and Notarial Seal.

John E. DeMuth, Jr.
Notary Public
My Commission Expires: 7-1-78

DHF:gb
2:1/10/74

-11-

3188 PAGE 656

DISTRICT OF COLUMBIA) TO WIT:

I HEREBY CERTIFY, that on this 10th day of June, 1974, before me, the subscriber, a Notary Public in and for the District of Columbia, personally appeared Joseph P. Certa, General Partner of Roland Park Limited Partnership, who acknowledged the foregoing Declaration and Agreement to be the act and deed of said partnership.

AS WITNESS my hand and Notarial Seal.

Maida Harang
Notary Public

My Commission Expires: 12/1/74

STATE OF MARYLAND)

TO WIT:

CITY OF BALTIMORE:

I HEREBY CERTIFY, that on this 10th day of July, 1974, before me, the subscriber, a Notary Public in and for the State aforesaid, personally appeared Sidney H. Tinley, Jr. and A. J. Hundertmark, Jr., Trustees, and they ~~XX~~ acknowledged the foregoing Declaration and Agreement to be ~~XXXXXXXXXXXXXXXXXXXX~~ their act and deed.

AS WITNESS my hand and Notarial Seal.

Edwin M. Bollen
Notary Public EDWIN M. BOLLEN JR.

My Commission Expires: 7/1/78

DISTRICT OF COLUMBIA) TO WIT:

I HEREBY CERTIFY, that on this 24 day of June, 1974, before me, the subscriber, a Notary Public in and for the District of Columbia, personally appeared Solomon Grossberg and C. Richard Beyda, Trustees, and they acknowledged the foregoing Declaration and Agreement to be their act and deed.

AS WITNESS my hand and Notarial Seal.

Alexandra K. Jones
Notary Public

My Commission Expires: 8/14/74

REC'D FOR RECORD DEC 3 1974 12:00 P.M. & RECORDED IN THE LAND RECORDS OF BALTIMORE CITY, LIDER R.H.B. 3:00 PAGE 646 ROBERT H. ROUSE, CLERK

JB:lh
4/3/13/75

3246 0076

FIRST AMENDMENT

ROLAND SPRINGS

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

This First Amendment of Declaration, made
this ^{4th} day of ^{JUNE} ~~MARCH~~, 1975, by ROLAND PARK LIMITED
PARTNERSHIP, a Maryland limited partnership, hereinafter
referred to as Declarant,

W I T N E S S E T H:

WHEREAS, Declarant is the owner of a parcel of land
containing 13.7903 acres, more or less, situate in Baltimore
City, Maryland, being more particularly described in Schedule
A attached to a Declaration of Covenants, Conditions and
Restrictions dated July 11, 1974, and recorded among the Land
Records of Baltimore City in Liber R.E.B. No. 3148, folio 343
(hereinafter, the "original Declaration"); and

WHEREAS, Baltimore City Ordinance No. 529, approved
February 8, 1974, designates the said property as a Residential
Planned Development; and

WHEREAS, pursuant to §12.0-1(b) of the Baltimore
City Zoning Ordinance, Declarant requested the Board of Municipal
and Zoning Appeals to approve certain minor modifications to the
original Declaration not affecting the bulk or density require-
ments, and the said Board approved such modifications on January
22, 1975; and

WHEREAS, Declarant, being the owner of more than
ninety percent (90%) of the Lots in Roland Springs, now desires

3246 RHB 077

JB:lh
4:3/13/75

to amend the original Declaration, pursuant to the provisions of Article XII, Section 3 thereof, in order to incorporate certain of the aforesaid modifications;

NOW THEREFORE, Declarant hereby amends the original Declaration in the following respects:

1. All references in the original Declaration to "Roland Spring" are hereby deemed to read "Roland Springs".
2. Article VI, Section 3 of the original Declaration is amended by deleting the words "One Hundred Fifty Dollars (\$150.00)" and substituting in their stead the words "Three Hundred Dollars (\$300.00)".
3. All other provisions of the original Declaration are reaffirmed. This First Amendment shall be binding on the Declarant, its successors and assigns, to the same extent as the original Declaration.

WITNESS the due execution hereof as of the date first above written.

WITNESS

ROLAND PARK LIMITED PARTNERSHIP

Marion J. Ours

By: Joseph P. Carta (SEAL)
Joseph P. Carta, General Partner

Sidney H. Tinley, Jr. and A. J. Hundertmark, Jr.,
Trustees under a Deed of Trust covering the Property dated
June 5, 1974, and recorded among the Land Records of Baltimore
City in Liber R.H.B. No. 3135, folio 693, and Solomon
Grossberg and C. Richard Beyda, Trustees under a Deed of
Trust covering part of the Property dated December 6, 1973

3246 078

JB:lh
2:3/13/75

and recorded as aforesaid in Liber R.H.B. No. 3086, folio 592, join herein for the purpose of consenting to the original Declaration, as amended hereby.

WITNESS

Stephen M. Stull

Charlotte Russo

Alberta Jones

Alberta Jones

DO NOT INDEX

Sidney H. Tinley, Jr. (SEAL)
Trustee

A. J. Hundertmark, Jr. (SEAL)
Trustee

Solomon Grossberg (SEAL)
Trustee

C. Richard Bayda (SEAL)
Trustee

DISTRICT OF COLUMBIA) To Wit:

I HEREBY CERTIFY that on this 4th day of June, 1975, before me, the subscriber, a Notary Public in and for the District of Columbia, personally appeared JOSEPH P. CERTA, General Partner of Roland Park Limited Partnership, who acknowledged the foregoing First Amendment of Declaration to be the act of said partnership.

WITNESS my hand and Notarial Seal.

Lois E. L...
Notary Public
My Commission Expires: 7/1/76
BALTIMORE, MARYLAND

MSA 3246 PAGE 079

JB:lh
2:3/13/75

STATE OF MARYLAND)
CITY OF BALTIMORE)

TO WIT:

I HEREBY CERTIFY, that on this 23rd day of June, 1975, before me, the subscriber, a Notary Public in and for the State aforesaid, personally appeared Sidney H. Tinley, Jr. and A. J. Hundertmark, Jr., Trustees, and they acknowledged the foregoing First Amendment to be their act and deed.

AS WITNESS my hand and Notarial Seal.

John E. Scanlon
Notary Public
My Commission Expires: 3/15/79

DISTRICT OF COLUMBIA) TO WIT:

I HEREBY CERTIFY, that on this 5 day of June, 1975, before me, the subscriber, a Notary Public in and for the District of Columbia, personally appeared Solomon Grossberg and C. Richard Beyda, Trustees, and they acknowledged the foregoing First Amendment to be their act and deed.

AS WITNESS my hand and Notarial Seal.

OFFICE OF THE CLERK
BALTIMORE CITY
JUN 27 1975
CLERK

Robert H. Jones
Notary Public
My Commission Expires: 8/14/79

- 4 -

REC'D FOR RECORD JUN 27 1975 12:45 P.M. & RECORDED IN THE LAND RECORDS OF
BALTIMORE CITY, LIDER R.H.B. 3246 PAGE 76 ROBERT H. BOUSE, CLERK

DHF:mim
9/9/75

DHF
9/9

SECOND AMENDMENT

ROLAND SPRINGS

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

This Second Amendment of Declaration, made 12TH day of September, 1975, by ROLAND PARK LIMITED PARTNERSHIP, a Maryland limited partnership, hereinafter referred to as Declarant,

W I T N E S S E T H:

WHEREAS, Declarant is the owner of a parcel of land containing 13.7903 acres, more or less, situate in Baltimore City, Maryland, being more particularly described in Schedule A attached to a Declaration of Covenants, Conditions and Restrictions dated July 11, 1974, and recorded among the Land Records of Baltimore City in Liber R.H.B. No. 3148, folio 343 (hereinafter, the "original Declaration"); and

WHEREAS, Baltimore City Ordinance No. 529, approved February 8, 1974, designates the said property as a Residential Planned Development; and

WHEREAS, pursuant to §12.0-1(b) of the Baltimore City Zoning Ordinance, Declarant requested the Board of Municipal and Zoning Appeals to approve certain minor modifications to the original Declaration not affecting the bulk or density requirements and the said Board approved such modifications on January 22, 1975; and

WHEREAS, Declarant, being the owner of more than ninety percent (90%) of the lots in Roland Springs, has amended the original Declaration by a First Amendment dated June 4, 1975, and recorded in Liber R.H.B. No. 3246, folio 76; and now desires to

PLAT FILED IN PLAT RECORDS R.H.B. NO. 3492

DHP:mfm
9/9/75

further amend the original Declaration, pursuant to the provisions of Article XII, Section 3 thereof, in order to incorporate certain of the aforesaid modifications;

NOW THEREFORE, Declarant hereby amends the original Declaration in the following respects:

1. Article I of the original Declaration is amended by adding a new Section 8 thereto to read as follows:

"Section 8. 'Restricted Common Areas' shall mean and refer to those portions of the Common Areas so designated on the plat annexed as Exhibit A to the Second Amendment to the Declaration; and they shall be subject to the provisions of Section A of Article V hereof."

2. Article V of the original Declaration is amended by adding a new Section 4 thereto to read as follows:

"Section 4. Restricted Common Areas. Notwithstanding any other provision of this Declaration respecting use of the Common Areas, each Restricted Common Area shown on Exhibit A to the Second Amendment to the Declaration shall be for the exclusive use of the Owner of the Lot to which such Restricted Common Area is appurtenant, and shall not be subject to the easements created by Section 1 of this Article V. Each Restricted Common Area shall be deemed to be appurtenant to the Lot whose front or rear Lot line such Restricted Common Area abuts, and shall be for the exclusive use of the Owner of such Lot, including maintenance of any chimneys and building overhangs extending into such Restricted Common Area. The use of all Restricted Common Areas shall be governed by the provisions of the Declaration relating to uses, and shall be subject to Article XI of the Declaration. The Owner having exclusive use of any Restricted Common Area shall maintain the same and trim any grass and shrubs thereon as required by the Association, except that the Association may (but shall not be obligated to) landscape and trim grass and shrubs in those Restricted Common Areas appurtenant to Lots on the ends of rows, i.e., Lots 1, 4, 5, 11, 12, 17, 18, 21, 22, 28, 29, 36, 37, 43, 44, 48, 49, 54, 55, 58, 59, 62, 63, 69, 70, 77, 78, 81, 82, 88, 89, 93, 94, 99, 100 and 104, as such Lots are numbered on the subdivision plat of 'Roland Springs' recorded among the Plat Records of Baltimore City in Pocket Folder R.E.B. No. 2453."

DEF:ca
9/11/75

3. In Article I, Section 1 of the Declaration the name "Roland Springs Homeowner's Association, Inc." is amended to read "Roland Springs Community Association, Inc."

4. All other provisions of the original Declaration as amended are reaffirmed. This Second Amendment shall be binding on the Declarant, its successors and assigns, to the same extent as the original Declaration and the First Amendment thereto.

WITNESS the due execution hereof as of the date first above written.

W
WITNESS

ROLAND PARK LIMITED PARTNERSHIP

Alberta Jones By Joseph P. Certa (SEAL)
Joseph P. Certa, General Partner

Catherine B. Doehler, Substitute Trustee
~~xxxxxx~~ and A. J. Hundertmark, Jr.,
Trustees under a Deed of Trust covering the Property dated June 5, 1974, and recorded among the Land Records of Baltimore City in Liber R.H.B. No. 3135, folio 693, and Solomon Grossberg and C. Richard Beyda, Trustees under a Deed of Trust covering part of the Property dated December 6, 1973, and recorded as afore-said in Liber R.H.B. No. 3086, folio 592, join herein for the purpose of consenting to the original Declaration, as amended hereby.

WITNESS

Defred J. Stull Catherine B. Doehler (SEAL)
~~xxxxxx~~, Trustee
Catherine B. Doehler, Substitute Trustee
Defred J. Stull A. J. Hundertmark, Jr. (SEAL)
A. J. Hundertmark, Jr., Trustee
Alberta Jones Solomon Grossberg (SEAL)
Solomon Grossberg, Trustee
Alberta Jones C. Richard Beyda (SEAL)
C. Richard Beyda, Trustee

DHF:ca
9/11/75

DISTRICT OF COLUMBIA) To Wit:

I HEREBY CERTIFY that on this 12 day of September, 1975, before me, the subscriber, a Notary Public in and for the District of Columbia, personally appeared JOSEPH P. CERTA, General Partner of Roland Park Limited Partnership, who acknowledged the foregoing Second Amendment of Declaration to be the act of said partnership.

WITNESS my hand and Notarial Seal.

Alberta K. Jones
Notary Public
Alberta K. Jones
My Commission Expires: 8/14/79

STATE OF MARYLAND)
CITY OF BALTIMORE)

TO WIT:

I HEREBY CERTIFY, that on this 18th day of September 1975, before me, the subscriber, a Notary Public in and for the State aforesaid, personally appeared ~~SIGNEY XXXXXXXXXXXXX~~ Catherine B. Doepler and A. J. Hundertmark, Jr., Trustees, and they acknowledged the foregoing Second Amendment to be their act and deed.

AS WITNESS my hand and Notarial Seal.

0011... #123612 51-62 435
0011... #123612 51-62 435

John O. Sears
Notary Public
John O. Sears
My Commission Expires: 7-1-76

DISTRICT OF COLUMBIA) TO WIT:

I HEREBY CERTIFY, that on this 12 day of September 1975, before me, the subscriber, a Notary Public in and for the District of Columbia, personally appeared Solomon Grossberg and C. Richard Beyda, Trustees, and they acknowledged the foregoing Second Amendment to be their act and deed.

AS WITNESS my hand and Notarial Seal.

Alberta K. Jones
Notary Public
Alberta K. Jones
My Commission Expires: 8/14/79

REC'D FOR RECORD SEP 29 1975 2:31 A.M.
& RECORDED IN THE LAND RECORDS OF
- 4 BALTIMORE CITY, LIBER R.H.B. 3275
PAGE 65 ROBERT H. BOUSE, CLERK

DHF: PWE
 4/6/76
 8135

COVENANTS, CONDITIONS AND RESTRICTIONS

13th

4960

WHEREAS, Baltimore City Ordinance No. 529, approved February 8, 1974, designates said property as part of a Residential Planned Development; and

0502*** 233-818 22-76
0502*** 233-818 22-76

DHF:pwr
4/6/76
8135 & 1295

WHEREAS, pursuant to §12.0-1(b) of the Baltimore City Zoning Ordinance, Declarants have requested the Board of Municipal and Zoning Appeals to approve a certain minor modification to the original Declaration, as amended, not affecting the bulk or density requirements, and the said Board approved such modification on April 13, 1976; and

WHEREAS, Declarants, being the owners of more than 90% of the Lots in Roland Springs, now desire to further amend the original Declaration, pursuant to the provisions of Article XII, Section 3 thereof, in order to incorporate the aforesaid modification.

NOW THEREFORE, Declarants hereby further amend Article X, Section 7 of the original Declaration by deleting the figure "1,000" in line 2 thereof and substituting the figure "600".

All of the provisions of the original Declaration as heretofore and hereby amended are reaffirmed. This Third Amendment shall be binding on the Declarants, their personal representatives, successors and assigns, to the same extent as the original Declaration and all prior amendments thereto.

WITNESS, the due execution hereof as of the date first above written.

WITNESS:

[Signature]

ROLAND PARK LIMITED PARTNERSHIP

By: *[Signature]* (SEAL)
Joseph F. Certa, General Partner Owner of 8946

EPIC ASSOCIATES V
By: *[Signature]* (SEAL)
Equity Programs Investment Corp.
General Partner

By: *[Signature]* (SEAL)
Tom J. Billman, President
Owners of No. 101 Stoney
Spring Drive (Lot 21)



William J. Moore, Sec. Treas.

DHF:pwr
4/6/76
2211

WITNESS:

EPIC ASSOCIATES V
BY: Equity Programs Investment Corporation,
General Partner (SEAL)



William J. Moore, Sec. Treas.

BY: *[Signature]* (SEAL)
Tom J. Billman, President
Owners of No. 70 Stoney Spring Drive
Lot 29

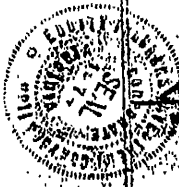
EPIC ASSOCIATES V
BY: Equity Programs Investment Corporation,
General Partner (SEAL)



William J. Moore, Sec. Treas.

BY: *[Signature]* (SEAL)
Tom J. Billman, President
Owners of No. 70 Stoney Spring Drive
(Lot 19)

EPIC ASSOCIATES V
BY: Equity Programs Investment Corporation,
General Partner (SEAL)



William J. Moore, Sec. Treas.

BY: *[Signature]* (SEAL)
Tom J. Billman, President
Owners of No. 70 Stoney Spring Drive
(Lot 18)

(SEAL)

[Signature]

[Signature] (SEAL)
Dominique - Reng Dehenma
Owners of No. 71 Stoney Spring Drive
(Lot 16)

STATE OF VIRGINIA)
CITY OF ALEXANDRIA) ss

I, Sharon L. Metzler, a notary public for the City and County aforesaid, do hereby certify that Tom J. Billman, President and William J. Moore, Secretary/Treasurer of Equity Programs Investment Corporation, are signed to the attached Declarations for Lots 21, 20, 19 and 18 of Roland Springs Subdivision bearing date of the 7th of April, 1976, personally appeared before me in my said City and State aforesaid and acknowledged said writing to be the act and deed of their said corporation, and the seal thereto affixed to be the corporate seal, and the writing was so signed and acknowledged by them and the said seal so affixed by authority of the Corporation.

Given under my hand this 7th day of April, 1976.
My commission expires: 7/22/78.

Notary Public



DHF:pmr
4/6/76
3360

STATE OF MARYLAND)
CITY OF BALTIMORE) TO WIT:

I HEREBY CERTIFY, that on this 9th day of April, 1976,
before me, the subscriber, a Notary Public in and for the state
aforesaid, personally appeared Dominique-Rene De Lerna
, and they acknowledged the foregoing Third Amendment to
be their act and deed.

AS WITNESS my hand and Notarial Seal.

Mary E. Kurland
Notary Public
My Commission Expires: 7-1-78

STATE OF MARYLAND)
CITY OF BALTIMORE) TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 1976,
before me, the subscriber, a Notary Public in and for the state
aforesaid, personally appeared _____ and _____
Trustees, and they acknowledged the foregoing Third Amendment to
be their act and deed.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

STATE OF MARYLAND)
CITY OF BALTIMORE) TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 1976,
before me, the subscriber, a Notary Public in and for the state
aforesaid, personally appeared _____ and _____
Trustees, and they acknowledged the foregoing Third Amendment to
be their act and deed.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

WITNESS:

Catherine B. Doehler (SEAL)
Catherine B. Doehler, Trustee

A.J. Hundertmark, Jr. (SEAL)
A.J. Hundertmark, Jr., Trustee

Solomon Grossberg, Trustee (SEAL)

C. Richard Beyda (SEAL)
C. Richard Beyda, Trustee

LIBER 3339 PAGE 479-G

DEF:cjt
4/6/76

State of Maryland

TO WIT:

I HEREBY CERTIFY, that on this 7th day of April, 1976, before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared JOSEPH P. CERTA, General Partner of Roland Park Limited Partnership, who acknowledged the foregoing Third Amendment of Declaration to be the act of said partnership.

AS WITNESS my hand and Notarial Seal.

Mary E. Kersley
Notary Public

My Commission Expires: 10-1-77



STATE OF MARYLAND)
CITY OF BALTIMORE)

TO WIT:

LIBER 3339 PAGE 479-H

I HEREBY CERTIFY, that on this 9th day of April 1976, before me, the subscriber, a Notary Public in and for the state aforesaid, personally appeared CATHERINE B. DOEHLER and A.J. HUNDERTMARK, JR., Trustees, and they acknowledged the foregoing Third Amendment to be their act and deed.

AS WITNESS my hand and Notarial Seal.

Mary E. Knealy
Notary Public

My Commission Expires: 7-1-77

STATE OF MARYLAND)
CITY OF BALTIMORE)

TO WIT:

I HEREBY CERTIFY, that on this 19 day of April 1976, before me, the subscriber, a Notary Public in and for the County of Baltimore, personally appeared SOLOMON GROSSBERG and C. RICHARD BEYDA, Trustees, and they acknowledged the foregoing Third Amendment to be their act and deed.

AS WITNESS my hand and Notarial Seal.

E. Philip Brady, Jr.
Notary Public

E. PHILIP BRADY, JR.

My Commission Expires: July 1, 1978

NOTED FOR RECORD APR 22 1976 11
BALTIMORE CITY, LIBER R.E.B. 3339

E. S. KNOXES IN THE LAND RECORDS OF
PAGE 479-A ROBERT H. BOUSE, CLERK

**FOURTH AMENDMENT TO ROLAND SPRING DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
ROLAND SPRINGS COMMUNITY ASSOCIATION, INC.**

4960 WHEREAS, Roland Springs Community Association, Inc. is a duly created Homeowners Association by virtue of the recordation of a Roland Spring Declaration of Covenants, Conditions and Restrictions, dated July 11, 1974, and recorded among the Land Records of Baltimore City, Maryland ("Land Records") at Liber 3148, folio 343, *et seq.* (the "Declaration"); and

WHEREAS, subsequent to the recordation of the Declaration, that certain First Amendment to Roland Springs Declaration of Covenants, Conditions and Restrictions dated June 4, 1975, was recorded among the Land Records in Liber 3246, folio 76 *et seq.* (the "First Amendment"), and that certain Second Amendment to Roland Springs Declaration of Covenants, Conditions and Restrictions dated September 12, 1975, was recorded among the Land Records in Liber 3275, folio 65 *et seq.* (the "Second Amendment"), and that certain Third Amendment to Roland Springs Declaration of Covenants, Conditions and Restrictions dated April 13, 1976, was recorded among the Land Records in Liber 3339, folio 479-A *et seq.* (the "Third Amendment"); and

WHEREAS, Roland Springs Community Association, Inc. (the "Association") is a Maryland non-stock corporation, in good standing, which was formed pursuant to Articles of Incorporation filed on March 26, 1975, with the Maryland State Department of Assessments and Taxation, as required by statute; and

WHEREAS, the Board of Directors for the Association (the "Board") has determined that it is necessary to amend the current Declaration with respect to: correcting a typographical error in the numbering of the Articles, the promulgation of rules and regulations, the interest rate for delinquent assessments, the collection of post-judgment legal fees, the leasing of Lots within the Association, and the recovery of attorneys' fees; and

WHEREAS, the Board has determined further that, pursuant to the Maryland Court of Special Appeals' ruling in *Suntrust Bank v. Goldman, et al.*, 201 Md. App. 390, it is necessary to amend the Declaration pertaining to the remedies available to the Association for the recovery of delinquent assessments, such that the Declaration, as amended, would permit the Association to recover attorneys' fees and costs incurred while collecting upon a judgment, the recovery of which would otherwise be prohibited by law; and

WHEREAS, Article XII, Section 3 of the Declaration provides that the Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of Owners; and

WHEREAS, notwithstanding Article XII, Section 3 of the Declaration, effective October 1, 2017, and pursuant to Section 11B-116 of the Maryland Homeowners Association Act (the "Act"), the Declaration may be amended by the affirmative vote of Members in good standing having at least sixty percent (60%) of the votes in the Association; and

WHEREAS, as set forth in the Certificate of the Secretary that is attached hereto and incorporated herein by reference, Members entitled to cast the requisite number of votes in the

Association have assented to the execution and adoption of this Fourth Amendment to the Roland Spring Declaration of Covenants, Conditions and Restrictions for Roland Springs Community Association, Inc.;

NOW, THEREFORE, in accordance with the aforesaid provisions thereof, and the Maryland Homeowners Association Act, the Roland Spring Declaration of Covenants, Conditions and Restrictions is hereby amended as follows:

1. Article IV, Property Rights, and any internal references to the same are hereby renumbered to Article V to correct a typographical error.
2. Article V, Section 1(a) as renumbered in the preceding paragraph is hereby deleted in its entirety and replaced with the following:

(a) the right of the Association to adopt and publish rules and regulations governing the Common Areas and the Lots, and the personal conduct of the members and their guests thereon, including the imposition of fines for violations of this Declaration, the By-Laws, and/or the rules and regulations; and the right to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;

3. Article VI, Section 8 is hereby deleted in its entirety and replaced with the following:

Section 8. Effect of Non-payment of Assessments; Remedies of the Association.

(a) Interest and Late Fees. Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid when due shall be delinquent, and shall bear interest from the date of delinquency until paid, at the rate of six percent (6%) per annum (or such greater amount provided for by the Act). Any delinquency which has continued for at least fifteen (15) days shall also be charged a late fee of Fifteen Dollars (\$15.00) or one tenth (1/10) of the total amount of any delinquent assessment or installment, whichever is greater (or such greater amounts as may be provided for by the Act). A late fee shall only be imposed once for the same delinquent payment.

(b) Acceleration of Installments. Upon default in the payment of one or more assessment installments, the entire balance of the annual assessment may be accelerated and declared due and payable in full by the service of notice to such effect upon the defaulting Owner by the Board or the Manager of the Association in accordance with Maryland law.

(c) Legal Fees and Costs of Collection. The Association shall be entitled to recover from a defaulting Owner, all attorneys' fees and all costs of collection that are actually incurred by the Association to collect said assessments and related charges, or any installment thereof, which are more than thirty (30) days' delinquent. In addition to any other rights to recover the full amount of the

judgment, interest, attorneys' fees and costs, the Association shall be further entitled to recover from a defaulting Owner all attorneys' fees and costs of collection and/or costs of enforcement of a judgment (including but not limited to management fees, court costs, and other out of pocket costs incurred to pursue collection of delinquent assessments) that are actually incurred by the Association to collect upon and/or enforce any judgments entered against said Owner by a court of competent jurisdiction by any means permitted by this Declaration, the By-Laws, the rules and regulations, the Maryland Rules, law, and/or statute. By way of example, such attorneys' fees and costs of collection may include, but are not limited to, those incurred to prepare and/or record judgement liens, prepare and/or record judgement lien releases, prepare and/or file garnishment of property or wages, oral examinations, writs of execution, and interrogatories in the aid of enforcement of judgment. The attorneys' fees and costs so incurred may be claimed in a suit or lien separate and apart from the suit in which the underlying judgment was obtained. Such attorneys' fees and costs are not merged into that underlying judgment. Liability for assessments may not be avoided by waiver of the use or enjoyment of the Common Areas or by abandonment of the Lot for which the assessments are made. Likewise, no allegation of the failure of the Association to perform its duties and obligations to the Owners, as set forth herein or in the Articles of Incorporation or By-Laws of the Association, even if such allegations are proved to be true, shall excuse any Owner from the liability to pay assessments levied against him or the Lot owned by him.

(e) Lawsuit. Any assessment or any installment thereof levied pursuant to Maryland law, the By-Laws or this Declaration, which is not paid on the date when due shall be delinquent. All such assessments together with management charges, costs, interest, late fees, and all attorneys' fees actually incurred shall be the personal obligation of the Owner. The Board, on behalf of the Association, may bring an action at law against an Owner legally obligated to pay the assessments in order to obtain a money judgment against the Owner for the amount of the unpaid

(f) Lawsuit and Lien are Not Mutually Exclusive Remedies. Upon the placement of a lien on a Lot, the lien shall bind the Lot described in the Statement of Lien. The personal obligation of the Owner to pay the assessment, however, remains the Owner's obligation and a lawsuit to recover a money judgment for non-payment of any assessments levied pursuant to Maryland law, the By-Laws or this Declaration, or any installment thereof, may be maintained without foreclosing on the lien or waiving the lien established to secure payment of the assessments. Likewise, a lien may be established and enforced under the Maryland Contract Lien Act without the Association waiving the right to maintain a lawsuit to recover a money judgment.

- Section 15. Leasing. No Owner may lease his Lot except in accordance with the following provisions and any rules and regulations pertaining to leasing of Lots adopted by the Board of Directors, from time to time:

(a) Right to Lease. No Owner shall lease a Lot except in accordance with the provisions of this Declaration, the By-Laws, any rules and regulations and applicable federal, State or local laws; and, any leasing other than in accordance with the provisions of this Declaration, the By-Laws, and the rules and regulations shall be null and void. No Owner may lease his Lot for transient or hotel purposes including, without limitation, for AirBnb and/or other similar short-term rental operations. The initial term of any lease shall not be less than twelve (12) months. The entire Lot must be leased unless the Owner continues also to reside in the Lot with the tenant on a full-time basis. All leases shall be in writing. Any lease shall be subject in all respect to the provision of the Declaration, the By-Laws and the rules and regulations, as the same may be amended from time to time, and any failure by the tenant to comply with the terms of such instruments shall be a default under his lease, and any lease shall so provide. In the event of the non-compliance by a tenant of a Lot with the terms of this Declaration, the By-Laws or the rules and regulations, the Board of Directors shall have the right, in addition to any other rights available to it, to require the Owner of such Lot to terminate such lease because of such default and otherwise to treat such non-compliance as non-compliance by the Owner. Further, the Board of Directors shall have a right to evict any tenant occupying a Lot in violation of the Maryland Homeowners Association Act, this Declaration, the By-Laws, or the Association's rules and regulations, without incurring any liability whatsoever to the Lot's Owner or to such tenant. A "tenant" shall include any person occupying the Lot, other than the Owner or a member of the Owner's household, even if the tenant has not paid any consideration. In the event an Owner temporarily vacates his Lot during the year, the foregoing restrictions shall not prohibit any person responsible for periodically checking on the dwelling and the Lot ("house sitter") from remaining in the

dwelling overnight; provided that, the house sitter shall not remain overnight in the dwelling for more than three (3) consecutive nights without prior written approval from the Board.

(b) Lot Owner's Responsibilities. During any period of time during which the Lot is occupied by a tenant, the Owner of the leased Lot shall remain responsible for the actions or inactions of the tenant, and such actions or inactions may be cause for legal or other action as set forth in this Declaration, the By-Laws or the rules and regulations. Within five (5) days of execution of a lease, the Owner is obligated to furnish a copy of the executed lease, lease addendum (if applicable), and the tenant's name and contact information to the Manager of the Association, or the Board of Directors if there is no Manager. Further, the Owner of any Lot being rented shall notify the Manager and Board no less than five (5) days prior to the move-out of a tenant.

(c) Payments by Tenant. The Board of Directors shall have the authority to collect rent payments directly from any tenant who occupies a Lot leased by an Owner who is more than thirty (30) days delinquent in the payment of assessments or a special assessment and may apply such rent to the account of the Owner to offset delinquent assessments, interest, collection costs and attorneys' fees. Any amount of such rent collected from a lessee that exceeds the amount due to the Association by the Owner shall be forwarded to the Owner.

(d) Subletting. Tenants are prohibited from subletting.

(e) Rental License. Every Owner who leases a Lot within the Association shall be required to submit a valid Baltimore City rental license to the Association's Manager within ten (10) days of execution of the lease. Said Owner is responsible for submitting the initial license and any renewals thereof.

(f) Form Lease Addendum. The Board of Directors may, in its discretion, prepare, approve and require a uniform lease addendum form for use by Owners and their tenants, which required form can be supplemented by provisions in the lease desired by the Owner which do not contradict this Declaration, the By-Laws, the rules and regulations, the lease addendum, applicable law or public policy. The lease addendum form shall include the following provisions plus any additional provision deemed appropriate by the Board of Directors:

(1) That the right of the tenant to use and occupy the Lot shall be subject to and subordinate in all respects to the provisions of the Declaration, the By-Laws, and the rules and regulations;

(2) That the Owner shall provide the tenant with copies of the Declaration, the By-Laws and the rules and regulations;

Order: N/A-0001MT
Address: 2115 Roland Spring Dr
Order: 15 OF 21655
Document: 15 OF 21655
Page: 53 OF 53

(3) That the tenant's breach of the Declaration, the By-Laws, or the rules and regulations shall constitute a breach of the lease;

(4) That the Owner's failure to require his or her tenant's compliance with the Declaration, the By-Laws, or the rules and regulations or any other applicable laws and ordinances, shall result in the Board of Directors, at the Owner's expense, enforcing the provisions of these documents against the tenant, such enforcement including but not limited to, evicting the tenant;

(5) That the Owner's failure to pay the annual assessment, or any special assessment or other assessment, or any installment thereof, or any fine levied against his or her Lot may result in the Board of Directors collecting the assessment directly from the tenant and the tenant deducting the assessment from the rental payment owed to the Owner pursuant to the lease terms;

(6) A copy of the executed lease and lease addendum shall be delivered to and received by the Manager of the Association, or the Board of Directors, if there is no Manager, no less than (5) days after execution of the lease and failure of the Owner to comply with this provision shall render said lease null and void. The foregoing provisions of this Section shall not apply to a mortgagee in possession of a Lot as a result of a foreclosure or other judicial sale or as a result of a proceeding in lieu of foreclosure; and

(7) That subleasing of the Lot is strictly prohibited by the tenant and any attempt to do so shall be void and shall constitute a breach of the lease.

(g) Squatters. After thirty (30) days' written notice to the Owner of the Lot informing said Owner of the existence of a possible squatter residing in the Lot and failure of said Owner to commence proceedings to remove the potential squatter from the premises within such time period, the Board shall have the right to commence proceedings to remove the squatter from the premises by filing a complaint for wrongful detainer or other appropriate proceeding in the name of such Owner. Owner hereby appoints the Association, by and through its Board of Directors, as his or her attorney-in-fact to take all actions that it deems appropriate on his or her behalf to remove the squatter from the Lot. All costs and attorneys' fees incurred by the Association to evict the squatter will be assessed against the Lot and the Owner thereof and shall be collected in the same manner as an assessment.

5. A new Article XII, Section 9 is added as follows:

Section 9. Costs and Attorneys' Fees. In any legal proceeding instituted by an Owner, or arising out of an alleged default by an Owner, the substantially

prevailing party shall be entitled to recover the costs of such proceeding and all attorneys' fees actually incurred. In the event that a legal proceeding was not filed against an Owner, but attorneys' fees and/or other costs (including but not limited to, management fees, court costs, and other out of pocket costs incurred to pursue enforcement of this Declaration, the By-Laws, and/or the rules and regulations), were nonetheless incurred in enforcing this Declaration, the By-Laws, and/or the duly enacted rules and regulations against an Owner, the Board of Directors may assess all such costs and/or attorneys' fees against the Owner and thereafter said costs and/or attorneys' fees shall constitute a lien against that Owner's Lot and be collectible in the same manner as an assessment. In addition to any other rights to recover the full amount of the judgment, interest, attorneys' fees and costs, the Association shall be entitled to recover from a defaulting Owner all attorneys' fees and costs of collection and/or costs of enforcement of a judgment actually incurred by the Association to collect upon or enforce any judgments entered against said Owner by a court of competent jurisdiction by any means permitted by this Declaration, the By-Laws, the rules and regulations, the Maryland Rules, law, and/or statute. By way of example, such attorneys' fees and costs of collection may include, but are not limited to, those incurred to prepare and/or file record liens, prepare and/or record line releases, prepare and/or file garnishment of property or wages, oral examinations, writs of execution, and interrogatories in the aid of enforcement of judgment. The attorneys' fees and/or costs so incurred may be claimed in a suit or lien separate and apart from the suit in which the underlying judgment was obtained. Such attorneys' fees and costs are hereby deemed to have been incurred, and are not merged into that underlying judgment.

6. Except as amended by this Fourth Amendment to the Declaration, First Amendment, Second Amendment, and Third Amendment all other provisions of the Declaration remain unchanged and in full force and effect.

7. Any capitalized terms used herein shall have the meanings ascribed to them in the Declaration.

8. This Fourth Amendment to the Declaration shall be effective as of the date of recordation of this instrument among the Land Records of Baltimore City, Maryland.

IN WITNESS WHEREOF, on this 26th day of October 2019, the Board of Directors, on behalf of Roland Springs Community Association, Inc., hereby executes, under seal, the foregoing Fourth Amendment to the Declaration of Roland Springs Community Association, Inc.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

Order: X714000001
Address: 440 Roland Springs Dr
Order Date: 07/23/2021
Document not for records
Chancery/Records

ATTEST:

ROLAND SPRINGS COMMUNITY
ASSOCIATION, INC.

By: [Signature]
Name: Scott F. Berkenblit
Title: Secretary

By: [Signature] (SEAL)
Name: James W. Campbell
Title: President

STATE OF MARYLAND)
)
Baltimore COUNTY/CITY) ss:

I, Robert Barkley Sause, a Notary Public in and for the State of Maryland, do hereby certify that James W. Campbell known to me (or satisfactory proven) to be the person named as the President of Roland Springs Community Association, Inc., personally appeared before me in the above-referenced jurisdiction, and as President, and by virtue of the authority vested in him/her, acknowledged the foregoing Fourth Amendment to the Declaration to be the act and deed of Roland Springs Community Association, Inc.

GIVEN under my hand and seal this 26th day of October, 2019.

[Signature]
Notary Public

My Commission expires: 7-2-2020

ROBERT BARKLEY SAUSE
NOTARY PUBLIC
BALTIMORE COUNTY, MD
MY COMMISSION EXPIRES
JULY 2, 2020

**CERTIFICATE OF THE SECRETARY
OF
ROLAND SPRINGS COMMUNITY ASSOCIATION, INC.**

In accordance with the Declaration of Roland Springs Community Association, Inc. and Section 11B-116 of the Maryland Homeowners Association Act (Annotated Code of Maryland, Real Property Title 11B), the undersigned Secretary of Roland Springs Community Association, Inc., being the person authorized by its Declaration and By-Laws to count the votes of the Owners therein with respect to the foregoing Fourth Amendment to the Declaration, does hereby certify the following: (i) that the foregoing Fourth Amendment to the Declaration to which this Certificate is attached was approved by Owners having the requisite percentage of votes in the Association required by the Declaration, By-Laws, and the Act to adopt the aforesaid Fourth Amendment to the Declaration; and (ii) a description of the proposed Fourth Amendment to the Declaration accompanied the notice of the regular or special meeting at which the proposed Fourth Amendment to the Declaration was voted upon. I further certify that this Certificate is recorded for the purpose of conforming to the Declaration and Section 11B-116 of the Act and hereby accompanies this Fourth Amendment to the Declaration.

ATTEST:

By: James W. Campbell
Name: James W. Campbell
Title: President

By: Scott I. Berkenblat (SEAL)
Name: Scott I. Berkenblat
Title: Secretary

STATE OF MARYLAND)
)
Baltimore) COUNTY/CITY

ss:

I, Robert Barkley Sause, a Notary Public in and for the State of Maryland, do hereby certify that Scott I. Berkenblat known to me (or satisfactory proven) to be the person named as the Secretary of Roland Springs Association, Inc., personally appeared before me in the above-referenced jurisdiction, and as Secretary, and by virtue of the authority vested in him/her, acknowledged the foregoing Certification of the Secretary of Roland Springs Community Association, Inc. to be his/her act and deed.

GIVEN under my hand and seal this 26th day of October, 2019.

Robert Barkley Sause
Notary Public

My Commission expires: 2-2-2020

**ROBERT BARKLEY SAUSE
NOTARY PUBLIC
BALTIMORE COUNTY, MD
MY COMMISSION EXPIRES
JULY 2, 2020**

4025

RECEIVED FOR RECORD
CIRCUIT COURT FOR
BALTIMORE CITY

DEC - 3 A 11 01

BALTIMORE CITY CIRCUIT COURT (Land Records) MB 21655, p. 0058, MSA_CE164_30812. Date available 12/11/2019. Printed 12/12/2019.

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LB

4960 ^{RB}

OCT 28 2019

Register 01
JUL 5 2019
BALTIMORE COUNTY
MY COMMISSION EXPIRING
20.00
Land and Springs
Baltimore County
NOTARY PUBLIC
Agreement
40.00
SubTotal: 60.00
Total: 60.00
12/03/2019 03:55
CC24-LB
#13078683 CC001 -
Baltimore City
12/03/2019 03:55

Insurance Dec Page
Roland Springs HOA

Order: X/Y68901001
Address: 3446 Roland Springs Dr
Order Date: 07/13/2021
Document not for resale
HomeAdvisor.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/14/2021

PRODUCER

State Farm Insurance DAVID O'DEA AGENT
2105 Laurel Bush Rd. Suite 112
BEL AIR, MD 21015

**INSURED**

ROLAND SPRINGS COMMUNITY ASSOCIATION INC.
c/o American Property Management
P.O. Box 488
Linthicum Heights, MD 21090

THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE**NAIC #**

INSURER A: State Farm Fire and Casualty Company 25143 25178

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	X	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR X <input type="checkbox"/> Directors & Officers \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	90-19-4325-3 F	03/16/2021	03/16/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
X		OTHER Commercial Umbrella Liability Policy	90-BM-Q419-6 F	11/16/2020	11/16/2021	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

BUSN PROP coverage @ \$10,800, Pool House - Other Structures - Building coverage @ \$277,500.00 with a \$500.00 deductible. 104 Units. Employee Dishonesty Coverage \$25,000.00. Additional Insured: American Community Management.

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL Lo DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

David S. O'Dea

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Litigation

Roland Springs HOA

Order: XYZ49901M1
Address: 4346 Roland Spring Dr
Order Date: 07-04-2011
Document not for resale
HomeAdvisor.com

This document is currently either not available or not applicable for this association.

****NO LITIGATION - REMAINDER OF PAGE LEFT INTENTIONALLY
BLANK.****

Reserve Report

Roland Springs HOA

Order: XC7Y69UBMD
Address: 1440 Roland Spring Dr
Order Date: 07/20/2021
Document not for resale
HoweWood.com



1. RESERVE STUDY EXECUTIVE SUMMARY

Client: Roland Springs Community Association, Inc. (Roland Springs)

Location: Baltimore, Maryland

Reference: 101575

Property Basics: Roland Springs Community Association, Inc. is a townhome style development of 104 units in 18 buildings. The buildings were built from 1975 to 1989.

Reserve Components Identified: 25 Reserve Components.

Inspection Date: August 1, 2017.

Funding Goal: The Funding Goal of this Reserve Study is to maintain reserves above an adequate, not excessive threshold during one or more years of significant expenditures. Our recommended Funding Plan recognizes this threshold funding year in 2045 due to total replacement of the asphalt pavement.

Cash Flow Method: We use the Cash Flow Method to compute the Reserve Funding Plan. This method offsets future variable Reserve Expenditures with existing and future stable levels of reserve funding. Our application of this method also considers:

- Current and future local costs of replacement
- 1.2% annual rate of return on invested reserves
- 2.2% future Inflation Rate for estimating Future Replacement Costs

Sources for Local Costs of Replacement: Our proprietary database, historical costs and published sources, i.e., R.S. Means, Incorporated.

Cash Status of Reserve Fund:

- \$165,373 as of May 31, 2017
- 2017 budgeted Reserve Contributions of \$56.087

Project Prioritization: We recommend the Association prioritize the following projects in the next five years based on the conditions identified:

- Partial replacements of the concrete sidewalks, curbs and gutters
- Replacement of the playground equipment
- Renovation of the entrance monuments
- Interior renovation of the pool house
- Replacement of the concrete pool deck
- Replacement of the vinyl pool cover
- Replacement of the aluminum and chain link fencing at the pool
- Replacement of the plaster pool finish

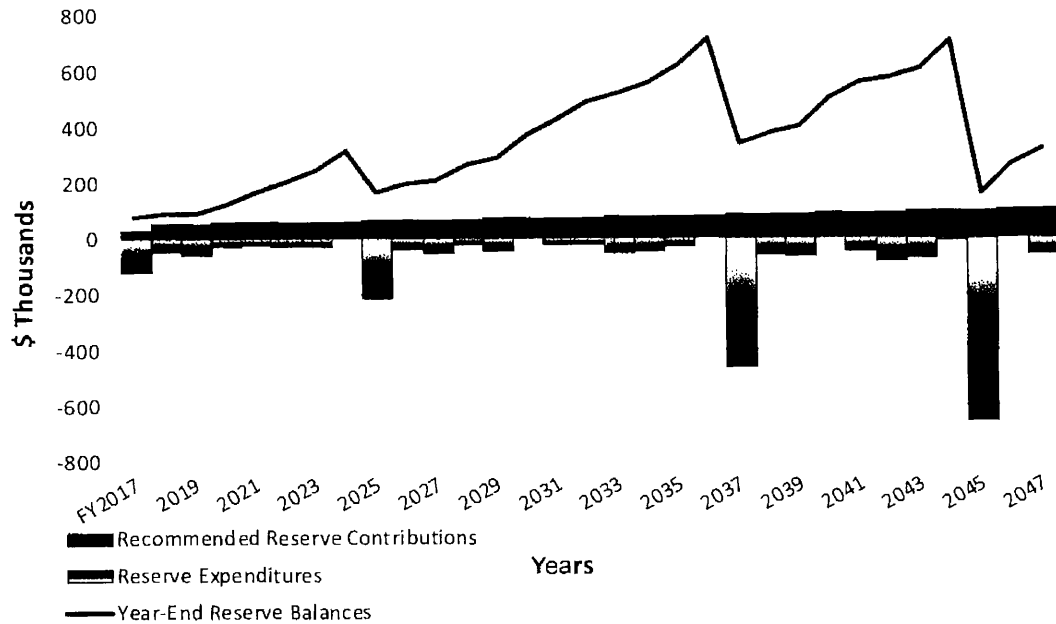
Recommended Reserve Funding: We recommend the following in order to achieve a stable and equitable Funding Plan:

- Contribution of \$56,100 in 2018
- Inflationary increases through 2047, the limit of this study's Cash Flow Analysis
- 2018 Reserve Contribution of \$56,100 is equivalent to an average monthly contribution of \$44.95 per homeowner.



Roland Springs
Recommended Reserve Funding Table and Graph

Year	Reserve Contributions (\$)	Reserve Balances (\$)	Year	Reserve Contributions (\$)	Reserve Balances (\$)	Year	Reserve Contributions (\$)	Reserve Balances (\$)
2018	58,100	95,408	2028	69,700	263,958	2038	86,600	376,304
2019	57,300	95,354	2029	71,200	292,801	2039	88,500	404,901
2020	58,800	126,456	2030	72,800	369,551	2040	90,400	500,702
2021	59,900	166,700	2031	74,400	427,003	2041	92,400	557,868
2022	81,200	206,489	2032	76,000	491,851	2042	94,400	575,223
2023	82,500	246,278	2033	77,700	521,990	2043	96,500	611,358
2024	63,900	313,517	2034	79,400	560,887	2044	98,600	708,834
2025	65,300	166,707	2035	81,100	622,354	2045	100,800	161,084
2026	66,700	196,113	2036	82,900	713,220	2046	103,000	266,635
2027	68,200	213,401	2037	84,700	343,844	2047	105,300	321,269



Resolutions and Policies

Roland Springs HOA

Order #: Y69019MT
Address: 1546 Roland Springs Dr
Order Date: 07-23-2021
Occurrence: not for record
John Weidman

NOW, THEREFORE, in accordance with the aforesaid provisions thereof, and the Maryland Homeowners Association Act, the Roland Spring Declaration of Covenants, Conditions and Restrictions is hereby amended as follows:

- (a) the right of the Association to adopt and publish rules and regulations governing the Common Areas and the Lots, and the personal conduct of the members and their guests thereon, including the imposition of fines for violations of this Declaration, the By-Laws, and/or the rules and regulations; and the right to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;

- Section 8. Effect of Non-payment of Assessments; Remedies of the Association.**

(b) Acceleration of Installments. Upon default in the payment of one or more assessment installments, the entire balance of the annual assessment may be accelerated and declared due and payable in full by the service of notice to such effect upon the defaulting Owner by the Board or the Manager of the Association in accordance with Maryland law.

Order: NY 4901 HAT
Address: #10 Highland Springs Dr
Order #: 68-024-0021
Recommended retail price:
\$100.00

**RESOLUTION OF THE BOARD OF DIRECTORS
OF ROLAND SPRINGS COMMUNITY ASSOCIATION, INC.**

(Adopting Addendum to Lease)

WHEREAS, Roland Springs Community Association, Inc. (the "Association") is a duly constituted and incorporated homeowners association in accordance with Maryland law and the Association's Declaration, dated July 11, 1974 among the Land Records of Baltimore City, Maryland at Liber 3149, folio 343 (the "Declaration") and its By-Laws, *et seq.*, as both may be amended from time to time (collectively, the Declaration and By-Laws are referred to herein as the "Governing Documents"); and

WHEREAS, pursuant to Article X, Section 15(a) of the Declaration, no Owner may lease their Lot for transient or hotel purposes, all leases must (i) be in writing; (ii) require tenants to abide by the provisions of the Association's Governing Documents (including but not limited to the Declaration, By-Laws, rules and regulations and amendments thereto); (iii) provide that the tenant's failure to do so shall constitute a breach of said lease; and, (iv) provide that tenant's failure to abide by the provisions of the governing documents and/or lease shall also be deemed a breach of the governing documents by the Owner; and

WHEREAS, pursuant to Article X, Section 15(f) of the Declaration, the Board of Directors (the "Board") may establish a form lease addendum for use by Owners and their tenants; and

WHEREAS, pursuant to the aforesaid provisions of the Declaration, the Board has determined it to be in the best interest of the Association that a form lease addendum be adopted to govern the procedures relative to the leasing of a Lot in the Association, and that such tenants entering into leases for the occupancy, use and enjoyment of Lot in the Association should be required to consent to be governed by the provisions of the Association's Declaration, By-Laws and rules and regulations in the same manner and to the same extent as the owners of the Lots in which they reside;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of Roland Springs Community Association, Inc. hereby adopts, pursuant to the Association's Declaration and By-Laws, effective on the 7th day of JULY, 2020, this Resolution and the following "Addendum to Lease," attached hereto as Exhibit A.

IT IS FURTHER RESOLVED that the Addendum to Lease shall be required for all leases executed after the date of effectiveness of this Resolution.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

ROLAND SPRINGS COMMUNITY
ASSOCIATION INC.

By: its Board of Directors

7/18/20
Date

By: [Signature]
Name: James Campbell
Title: President

ATTEST:

7/18/20
date

By: [Signature]
Name: Scott I. Berhensht
Title: Secretary

SECRETARY CERTIFICATION

I hereby certify that the foregoing Resolution was adopted by at least a majority of the Board of Directors of Roland Springs Community Association, Inc., on the 7th day of July, 2020, at a duly constituted meeting thereof at which a quorum of the Board was present and for which prior notice was given in accordance with the Association's governing documents. Further, that I caused a copy of this Resolution to be mailed to the Owners of Roland Springs Community Association, Inc., at their respective addresses of record, as contained in the books and records of the Association. Furthermore, the foregoing Resolution has been or is intended to be recorded in the Homeowners Association Depository for Baltimore City, Maryland as required by the Maryland Homeowners Association Act.

7/18/20
Date

ATTEST:

7/18/20
Date

By: [Signature]
Name: James Campbell
Title: President

By: [Signature]
Name: Scott I. Berhensht
Title: Secretary

Exhibit A

ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE is to that certain lease dated _____ ("Lease") for those premises with an address of _____, Maryland (the "Lot") in the Roland Springs Community Association, Inc. (the "Association"), Baltimore City, Maryland, and is made this _____ day of _____, 20____, by and between _____, owner(s) of the Lot (hereinafter called "Landlord") and _____ (the "Tenant(s)"), who comprise all of the Tenants leasing the above-referenced Lot in the Association.

WITNESSETH that the Landlord and the Tenant covenant and agree as follows:

1. The premises which are the subject of the Lease are located within the Association. The Association is the intended third-party beneficiary hereof.
2. The Lease is subject to and must be consistent with the provisions of the Association's Declaration and By-Laws together with any and all exhibits, schedules, or certificates thereto, and the Rules and Regulations of the Association, as the same may be amended from time to time (the "Governing Documents"). In the event of any inconsistency between the Lease and the provisions of the Association Governing Documents and this Addendum, the provisions of the Association Governing Documents and this Addendum shall prevail, in that order.
3. The Lease grants Tenant a leasehold estate interest in the Lot. Landlord retains all membership rights in the Association including, without limitation, the right to vote. The right of Tenant to use and occupy the premises shall be subject and subordinate in all respect to the Landlord's right to do the same, pursuant to the provisions of the Declaration, the By-Laws, and such Rules and Regulations as the Board of Directors of the Association (the "Board") may promulgate from time to time.
4. Tenant acknowledges receipt of a copy of the Governing Documents of the Association. Tenant agrees to abide by and comply with all provisions of the Governing Documents. Tenant further acknowledges that Tenant's failure to comply with the terms of the same shall constitute a material breach of the Lease Agreement. Tenant shall control the conduct of their family, guests, agents, licensees and invitees to assure compliance with the foregoing and shall indemnify and hold the Association harmless from any direct or indirect damages for any such person's failure to comply. Landlord's failure to require Tenant's compliance with the Governing Documents shall results in the Board enforcing the same against the Tenant, which includes, but is not limited to, evicting Tenant.
5. Landlord shall provide the Manager of the Association, or the Board, if there is no Manager, with copies of the executed lease and the executed lease addendum, within five (5)

days of the execution of the Lease. Failure of Landlord to comply shall render the lease null and void.

6. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot or upon any common areas, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for a commercial purpose.

7. Condition of Premises: Repairs: Use of Premises.

(a) The premises are hereby acknowledged to be in a condition permitting habitation with reasonable safety and Tenant accepts said premises in such condition. Tenant agrees to keep the premises in a good, safe and clean condition; to make no use or occupation of the premises other than as stated herein; to make no alterations, additions, or changes in the said premises or the fixtures thereof (nor to permit such to occur) without the written consent of the Landlord and the Board; to commit no waste thereon; to obey all laws, ordinances, and the Governing Documents affecting the premises; to not do or keep, or suffer to be or kept, upon the premises, anything which will increase the cost of the Association's or the Landlord's policy or policies of fire and/or hazard loss insurance coverage for the premises; and to surrender the premises at the termination hereof in like condition as when taken, reasonable wear and tear excepted.

(b) In addition to the foregoing, Tenant specifically agrees that the use of the premises shall conform to the following:

(1) Right of Access. The Board or its authorized designee, on behalf of the Association, shall have an irrevocable right and an easement to enter Lots to inspect the same or make repairs when such inspection or repairs reasonably appear necessary for public safety or to prevent damage to other Lots or the Common Areas, or to enforce the provisions of the Governing Documents. Except in cases involving manifest danger to public safety or property (in which case entry may be effected immediately), the Board shall give at least twenty-four (24) hours notice to the Owners of any Lot to be entered for the purpose of inspection or repairs. Should any Owner, after being given notice, fail to allow access to their Lot for inspection or the performance of repairs, the Board may affect such needed access at the Owner's expense. An entry by the Board or its designee, on behalf of the Association, for the purposes specified in this Section shall not be considered a trespass. Any cost of effecting access and any maintenance, repair or replacement made by the Board to a Lot shall be assessed against the Owner of the Lot, shall become a continuing lien against the Lot and the personal obligation of the Owner pursuant to the Governing Documents, and shall be collected in the same manner as an assessment.

(2) Subleasing. Tenant agrees and covenants not to sublet or transfer said premises. Any attempted sublet shall be void and shall constitute a material breach of the Lease.

(3) Use of Common Areas. The Landlord hereby transfers and assigns to the Tenant for the term of the Lease any and all rights and privileges that the Landlord has to

use the Common Areas of the Association, including but not limited to the use of any and all recreational facilities and amenities. Landlord and Tenant acknowledge that the Association reserves the right to withhold from Tenant access to Common Area amenities in the event that Tenant or Landlord is found not to have complied with any of the provisions of the Governing Documents of the Association.

(4) Remedies of the Association. Landlord and Tenant acknowledge that the Association is the Third Party Beneficiary of the Lease and this Addendum to Lease and that the Board shall, after thirty (30) days written notice to Landlord, have the power to terminate the Lease as if it were the Landlord, or to bring summary proceedings to evict the Tenant in the name of the Landlord in the event of a default by the Tenant in the performance of any provisions of the Lease or of this Addendum to Lease or the Governing Documents. Landlord hereby appoints the Association and its agents as their attorney-in-fact to take all actions that it deems appropriate on their behalf. All costs and attorneys' fees incurred by the Association to evict the Tenant will be assessed against the Lot and the Owner thereof.

(5) Private Garnishment Right. Landlord and Tenant acknowledge that it is the responsibility of the Landlord to pay all Association assessments and charges levied against the Lot herein leased in accordance with the Governing Documents. In the event of non-payment of Association assessments or other charges by Landlord, the Association, or its authorized agent, is hereby authorized by Landlord to collect all delinquent assessments and charges directly from Tenant and Tenant is hereby granted by Landlord the right to deduct such amounts paid to the Association from the rental due Landlord. In no event shall Tenant be required to pay the Association more than the amount of rent due to Landlord by Tenant in a given month, but Tenant is hereby required to pay all of the rental due to Landlord to the Association each month until the total amount due to the Association is paid.

(6) Binding Effect. It is mutually understood and agreed that all the covenants and agreements contained in this Addendum to Lease shall be binding upon and inure to the benefit of their heirs, personal representatives, successors and assigns of the Landlord, Tenant, and the Association. Further, the parties agree that all the covenants and agreements contained in this Addendum to Lease shall be deemed to be part of the Lease Agreement itself and incorporated entirely within the Lease Agreement as if included therein originally. Further, the parties agree that, in case of conflict between the Lease Agreement and this Addendum to Lease, the Addendum to Lease shall prevail. Further, the parties agree that the singular shall include the plural and the male gender shall include the female, or both male and female, whenever the context shall so require. In the event that two or more persons or entities are listed above as Tenants, the liability of such persons or entities shall be joint and several.

(7) Severability. Should any clause, sentence, or paragraph of this Addendum to Lease violate any law, ordinance, or constitution applicable hereto, the clause, sentence or paragraph shall be null and void. However, in the event of such an invalid clause, sentence or paragraph, the remainder of the clauses, sentences, and paragraphs of this Addendum to Lease shall continue in full force and effect, as if such invalid clause, sentence, or paragraph had not originally been included herein. The captions at the beginning of each paragraph of this

Addendum to Lease are for reference purposes only and are not intended to define, limit, affect, or supplement any provisions of this Agreement.

(8) Default. It is understood and agreed that this Addendum to Lease is and shall be subject in all respects to the Governing Documents of the Association, and that any failure by Tenant to conform with the foregoing shall constitute a default under this Addendum to Lease which may be cured by Landlord in the manner set forth in the Lease Agreement and which may be further cured by the Association in the manner set forth herein, the Governing Documents, or as otherwise permitted by law.

8. Tenant acknowledges that Tenant is required to obtain and maintain a renter's insurance policy which provides both property damage and liability coverage for Tenant during the term of the lease. The liability coverage provided by said policy shall be not less than \$300,000.00. Tenant shall provide Landlord with a certificate of insurance evidencing compliance with this section. Failure by a Tenant to obtain or maintain renter's insurance will be deemed a material breach of the Lease Agreement. Landlord acknowledges and states for the benefit of the Association that Landlord is responsible for ensuring that the Tenant obtains and maintains the proper renter's insurance policy referenced above. In the event that the Tenant fails to obtain or maintain a renter's insurance policy, the Landlord acknowledges that he or she is personally liable for any damage which is not covered by the Association's master casualty insurance policy or Landlord's insurance policy, if any.

Landlord and Tenant acknowledge and agree that in the event of an insured loss under the Landlord's insurance policy caused by the negligence or willful misconduct of Tenant, the insurance carrier has the ability and the right to subrogate any and all claims against the Tenant.

9. Landlord and Tenant state for the benefit of the Association that there shall be no other Tenants or occupants of the premises except as named herein. Landlord and Tenant acknowledge that the number of persons in the proposed Tenant household shall not be greater than is permitted by either the Lease or the Baltimore City, Maryland occupancy requirements, or the lesser thereof. The Landlord hereby transfers and assigns to the Tenant for the term of the lease, any and all rights and privileges that the Landlord has to use the common areas of the Association including, but not limited to, the use of any and all recreational facilities and amenities.

10. Landlord acknowledges that Landlord is required to provide the Association with the Landlord's current mailing address and telephone number, and must notify the Association of any change of Landlord's address within seven (7) days. Landlord shall be available to address emergency situations that require immediate attention that may arise in the Lot, or designate an individual/company to do so. If the Landlord has designated an individual/company to be contacted in the event of emergency situations that require immediate attention, Landlord shall file a current Power of Attorney, Management Contract or other suitable evidence of compliance with this requirement with the Manager of the Association.

Landlord's Daytime Telephone: _____ Evening Telephone: _____

Landlord's Address _____

Designated Individual/Company: _____

Address: _____

Daytime Telephone: _____ Evening Telephone: _____

11. If Landlord does not maintain residency within a One-Hundred (100) mile radius of the Association, Landlord shall designate the individual/company named below who has legal authority to act on behalf of Landlord in all matters relating to the rental of said Lot. Owner shall file a current Power of Attorney, Management Contract or other suitable evidence of compliance with this requirement with the Manager of the Association.

Designated Individual/Company: _____

Address: _____

Daytime Telephone: _____ Evening Telephone: _____

12. The Lease and this Addendum to Lease shall be governed by and construed in accordance with Maryland or Baltimore City law.

13. Landlord and Tenant hereby agree that Landlord shall provide a copy of any Lease, Addendum to Lease or Tenant's Certificate of Insurance to the Association by delivering a copy of each to the Association's Manager, or the Board if no Manager, within five (5) days of its execution.

14. Landlord and Tenant hereby acknowledge that they were advised and afforded an opportunity to seek the advice of legal counsel prior to executing this addendum to lease.

15. This addendum to lease is not intended to restrict Landlord and Tenant from incorporating into the lease any provisions to which they may agree so long as such provisions do not conflict with provisions which are included in this addendum to lease protecting the rights of the Association.

IN WITNESS WHEREOF, and as for the date and year first hereinabove written, the parties hereto have set their respective, hand and seals to three counterparts of this Addendum to Lease of which shall constitute an original.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

Witness

Landlord (Seal)

Address

Witness

Tenant (Seal)

ROLAND SPRINGS COMMUNITY ASSOCIATION SANITARY SEWERS

BACKGROUND

When Roland Springs was developed as a Planned Unit Development (PUD), the City of Baltimore required the developers to create a storm water management system and install storm sewers for which the Roland Springs Community Association is responsible.

The City took responsibility for constructing and maintaining the sanitary sewer system and was granted right-of-ways on our property. Within the past several years, there has been increasing need for maintenance. Contractors for the City ran cameras throughout their sanitary sewer lines and they located two areas where the sewer line had collapsed and replaced lengths of pipe. They also relined approximately one-third of their lines to guard against intrusions by tree roots.

Most of the sewer blockage problems being experienced in Roland Springs are caused by blockages in the small laterals to each home that were constructed of terracotta pipes with joints. Especially during dry summers, trees and bushes extend their root systems for long distances to find moisture. What begins as a small root fiber grows and expands until it creates a blockage. Commercial drain cleaners are sold at hardware stores and can be used to dissolve these roots. The more expensive preparations also claim to retard new root growth for a period of time. If the blockage becomes too severe, the roots need to be cut out. Large roots can damage the terracotta pipes and then an expensive replacement project may be required. Prevention is the best course of action.

In the event you experience a backup you need to call a plumber to deal with the problem. The plumber will either be able to correct the problem, or recommend a course of action. If the plumber indicates that the problem is in the City's sewer line, you want to get that information in writing before you call 311. You may also want to check to see if any of your neighbors are having similar problems.

The instances of sewer backups into basements have become more common in Roland Springs over the past few years. You may wish to carry a rider on your homeowner insurance policy to cover sewer drain backups. It is also possible for a plumber to install a valve that will prevent reverse flows. You may have legal recourse against the City if you sustain damage from the backup because of a problem in the City's line.

POLICY

The City maintains only the main sewer pipes, which does not include the lateral pipes from the main sewer to the individual house. As in other parts of the City, the lateral sewer line extending from inside a personal residence to the City's sewer main is the homeowner's responsibility.

If your lateral sewer line deteriorates to the point where it must be replaced, this is the private responsibility of the homeowner. Because homeowners are responsible for

Order: XZY4100MT
Approved: 4/1/10 Roland Springs Co.
Order: Order: 0/454/021
The amount not for resale
11 and 11/10/10

correcting any damage that is caused during the course of the work, they should assure that contracts include restoration of anything that is damaged during the course of the work. It is recommended that owners hold back final payment and call the management company to sign off on the satisfactory completion of the work and any damage that may have been done bringing equipment in and out of the site. If the Roland Springs Community Association needs to contract for your repair work, you will be billed for the cost of completing the work, including management company time/cost of supervising the private work.

PROCEDURE

Please report any sewage backups, regardless of the cause, to American Community Management. The Roland Springs Community Association is continuously monitoring sanitary sewer issues with the City and we need your reports to search for patterns.

All construction work on lateral sewer lines must be coordinated in advance with American Community Management to ensure all HOA guidelines are being followed such as contacting Miss Utility, planning a route for bringing in heavy equipment and materials, site safety for excavation work, informing neighbors, and a timely restoration plan.

If you have any questions, or need to proceed with work, please contact American Community Management at 410-997-7767.

Approved by the Roland Springs Board of Directors on July 7, 2009

Order # 17499004MT
Address: 1449 Roland Springs Dr
Order # 17499004MT
1507-23-00000000
1507-23-00000000
1507-23-00000000

Rules and Regulations

Roland Springs HOA

Order: XZY4000MF
Address: 4340 Roland Springs Dr
Order Date: 07-23-2014
Document not for resale
HomeWise, Inc.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

**ARTICLE VIII
ARCHITECTURAL CONTROL**

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to, or change or alteration or improvement, including change of colors, therein or thereon, be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board, to be known as the "Architectural Control Committee". In the event said Board, or its designated committee, fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

**ARTICLE IX
SPECIAL MAINTENANCE**

In the event that there is an obvious need for maintenance or repair which is caused through the willful or negligent act of any Owner, his family, guests or invitees, and if such maintenance or repair is not made within thirty (30) days after notice to maintain or repair is sent by the Board of Directors, the Board of Directors may cause such maintenance or repair to be performed. The costs of such maintenance or repair shall be added to and become a part of the assessment to which such Lot is subject. The Board of Directors, through its officers or agents, should have the right to enter upon such Lot to perform maintenance or repairs without incurring any liability therefor.

**ARTICLE X
USE RESTRICTIONS**

Section 1. Permitted Uses. No property shall be used except for residential purposes, or for a builder's construction or sales office during the construction and sales period of the development of the Property.

Section 2. Alterations. No building, accessory building or structure, shed, awning, porch or porch covering, garage, trailer, tent, driveway, back fence, hedges, screens, barns, walls or other structure shall be allowed, constructed or altered upon any Lot or dwelling thereon without the plans and specifications of such having been approved by the Architectural Control Committee as to quality of workmanship, design, colors and materials and harmony of same with the project as a whole. No

structure built upon any Lot shall have any part of the exterior (including front door and trim) painted without the proposed color thereof having been approved by the said Architectural Control Committee.

Section 3. Fences. No fence, wall or walls or other similar type structure shall be allowed except those approved by the Architectural Control Committee.

Section 4. Intersections. No fence, wall, hedge or shrub over three feet high shall be allowed to be erected, planted or constructed upon any property which is located at the intersection of two streets. The purpose of such covenant being to avoid obstruction of view at such intersections.

Section 5. Clothes Lines. No exterior clothes line or hanging device (except an umbrella-type structure with a diameter not exceeding seven feet for use in rear of dwellings only) shall be allowed upon any Lot. Such hanging devices as are permissible shall not be displayed except on weekdays between the hours of 8 a.m. and 6 p.m.

Section 6. Storm Doors. Storm doors shall be either wood (in which case the same shall be painted the color of the door or trim), or anodized aluminum.

Section 7. Floor Area. No dwelling having a ground floor area of less than 1,000 square feet where the said dwelling consists of two stories, or 1800 square feet where the said dwelling consists of one story, shall be permitted upon any Lot. Garage space shall not be included in calculating ground floor area.

Section 8. Antennas. No roof-top television antenna shall be permitted. Any resident wishing to install an antenna for amateur radio activities exclusively must submit plans for same to the Architectural Control Committee. The plans shall show proposed location, height and configuration of the equipment. The applicant shall also present affidavits from all Owners within one hundred feet (100 ft.) of his dwelling stating that they have no objections to such installations.

Section 9. Boats. No boats on cradles or trailers may be parked in streets, driveways, yards or common parking areas for more than twenty-four (24) hours; provided, however, that the Association may designate a specific place which shall be adequately screened from nearby residences for such parking.

Section 10. Parking. No vehicles except as may be classified as passenger cars or station wagons shall be regularly parked on the Property.

Section 11. Nuisances. No noxious or offensive activities shall be carried on upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 12. Signs. During the construction and sales period no signs may be displayed that are larger in area than one

square foot, other than those of the builders. Thereafter, no signs exceeding two square feet shall be displayed.

Section 13. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on the Property, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for a commercial purpose.

Section 14. Trash. No part of the Property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE XI EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities and for other public purposes and access to all property are reserved above and below the surface of the ground, as shown on the recorded plat of the Property, or as may be or may have been required, necessary or desirable in the judgment of Declarant to be recorded or given prior to the date hereof or subsequent hereto. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or access to the property subject to such easements. Such easements may contain means of ingress and egress. An area of ten (10) feet on each side of any easement shall be subject to temporary use for materials and equipment during periods of construction, excavation or repair in such easement. The Declarant and its agents and contractors shall have the right of ingress and egress to all Lots until one (1) year after the completion of construction of all units on the Property for purposes of correcting drainage and other construction problems that may have occurred.

ARTICLE XII GENERAL PROVISIONS

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

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision hereof, all of which shall remain in full force and effect.

Section 3. Duration and Amendment. The provisions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said provisions shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instru-

Welcome Letter

Roland Springs HOA

Order: 3778000001
Address: 1448 Roland Spring Dr
Order Date: 07-23-2011
Examiner: not for record
HymnWpsol.com



Welcome New Homeowner!

Congratulations on the purchase of your new home! American Community Management, Inc. would like to take this opportunity to introduce ourselves as the managing agent for your community association. As the managing agent, we have the responsibility of assisting the board of directors with the execution of processes for your association.

We are committed to providing the highest level of service in the property management industry. As our company has grown, we have been diligent in hiring quality professionals and providing them with continuing education opportunities by making available to them courses in property management, insurance, legal, collections, maintenance, reserve studies and much, much more. All in an effort to ensure that our clients receive the highest level of service.

In order to assist us in the efficient management of your Association, it is important that we have an accurate record of ownership for each property. Please be sure a copy of the settlement documents have been sent to our office after closing.

You will receive a welcome letter with additional information once we have received your settlement sheet. Please note, this can take up to 45 days to receive after settlement.

Communication is an important key in building a successful relationship. We are very interested in your comments and have made communicating with us easy by giving you several options to reach us. You may contact American Community Management online at acmhome.com or call our customer service support team at 410-997-7767.

Sincerely,

The American Community Management, Inc. Team

American Community Management, Inc.
PO Box 488 Linthicum Heights MD 21090
(410) 997-7767
www.acmhome.com