

**Articles of Incorporation**  
**Cedar Ridge Community Association, Inc.**

Order: FG3V8JQ88  
Address: 8615 Wandering Fox Trl Unit 201  
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**Articles of Incorporation  
Cedar Ridge Master Association**

**ARTICLES OF INCORPORATION  
OF  
CEDAR RIDGE COMMUNITY ASSOCIATION, INC.**

The undersigned subscriber, BRUCE D. BROWN, whose post office address is 2 Hopkins Plaza, Suite 1100, Baltimore, Maryland 21201, being at least eighteen (18) years of age, does hereby act as Incorporator with the intention of forming a corporation under and by virtue of the General Laws of the State of Maryland, and for such purpose hereby makes, executes, and adopts the following Articles of Incorporation:

**ARTICLE I.** The name of this corporation shall be:  
**CEDAR RIDGE COMMUNITY ASSOCIATION, INC.**

**ARTICLE II.** The post office address of the principal place of business of this corporation shall be located in Howard County, State of Maryland, at 8965 Guilford Road, Suite 290, Columbia, Maryland 21046.

**ARTICLE III.** The resident agent of this corporation shall be Bruce D. Brown, whose address is 2 Hopkins Plaza, Suite 1100, Baltimore, Maryland 21201. Said resident agent is a citizen and actual resident of the State of Maryland.

**ARTICLE IV.** The Corporation does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the reconstruction, management, maintenance, and preservation of the Common Areas to be

acquired; and for the control of certain lots located in Anne Arundel County, Maryland; and to promote the health and welfare of the owners of the lots; and for that purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in that certain Declaration of Covenants, Conditions and Restrictions (hereinafter called the "Declaration") applicable to the Property and recorded or to be recorded in the Land Records of Anne Arundel County, Maryland, by Beazer Homes Corp., as the Declaration may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses incident to the conduct of the business of the Corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the Corporation;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build on, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation;

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

(e) dedicate, sell or transfer all or any part of the Common Areas, if any, 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 has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

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

#### ARTICLE V. MEMBERSHIP AND VOTING RIGHTS

Membership. Every Owner of a Residential Unit which is subject to assessments shall be a Member ("Member") of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Residential Unit which is subject to assessment.

Voting Rights. The Association shall initially have two (2) classes of voting membership, Class A and Class B, as follows:

Class A. With the exception of the Declarant (until expiration of the Class B Memberships as provided below), every Residential Unit Owner who is an Owner of any Residential Unit which is part of the Property shall be a Class A Member of the Association; provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation shall not be a Class A Member solely on account of such interest. When more than one (1) person or entity are Owners of any Unit, the vote for such Unit shall be exercised among those persons or entities as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Residential Unit owned by a Class A Member.

Class B. The Class B Member shall be the Declarant, its nominee or nominees and shall include every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who shall obtain any Class B membership by specific assignment in writing from the Declarant.

The Class B Member shall be entitled to three (3) votes for each Class B Membership. Each Class B Membership shall lapse and become a nullity on the first to happen of the following events:

(1) ten (10) years from the date of recordation of this Declaration by the Declarant; provided, however, that if the Declarant is delayed in the improvement and development of the Property on account of a sewer, water or building permit moratorium or any other cause or event beyond the Declarant's control, then the aforesaid ten (10) year period shall be extended by a period of time equal to the length of the delays or an additional three (3) years, whichever is less; or

(2) upon the surrender of said Class B Memberships by the then holders thereof for cancellation on the books of the Association.

Upon the lapse or surrender of the Class B Memberships as provided for in this Article, the Declarant shall thereafter become a Class A Member of the Association as to each and every Unit which the Declarant then holds the interest otherwise required for such Class A Membership.

**ARTICLE VI.** The Corporation shall have a lien on each Unit owned in order to secure payment of any sums which shall be due or become due from the holders thereof for any reason whatsoever. Owners shall be assessable as provided in the Declaration and By-Laws.

**ARTICLE VII.** In the event any Class A member sells, assigns, or otherwise transfers of record the fee simple interest in any Unit in which he holds the interest required for

membership, such member shall be deemed to have contemporaneously assigned the membership appurtenant to said Unit to the transferee of the Unit and delivered it to him for transfer on the books of the Corporation. The foregoing requirement shall not apply in the event a Unit is transferred as aforesaid merely as security for the performance of an obligation.

#### ARTICLE VIII.

(a) This Corporation shall not be operated for profit. There shall be no distributions of gains, profits or dividends to any of the members nor shall any part of the income of the Corporation be distributed to its Board of Directors or officers. In the event there are any excess receipts over disbursements as a result of performing services, such excess shall be applied against future expenses. The Corporation may pay compensation to its members, directors and officers for services rendered, upon approval of sixty-six and two-thirds percent (66-2/3%) of the entire membership. The Corporation may pay compensation to the directors constituting the original Board of Directors, upon an affirmative vote of a majority of the original Board. Upon dissolution or final liquidation, the Corporation may make distribution to its members as is permitted by the Court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.



(b) This Corporation shall issue no shares of stock of any kind or nature whatsoever. Membership in the Corporation and the transfer thereof, as well as the number of members, shall be upon such terms and conditions as provided in the Declaration and By-Laws. The members of this Corporation shall not be personally liable for the debts, liabilities or obligations of this Corporation. The voting rights of the members shall be as set forth in the Declaration and By-Laws.

ARTICLE IX. The affairs of the Corporation shall be managed by a Board of Directors. The number of directors shall never be less than three (3) nor more than eleven (11) and in no event shall be an even number. The number of directors constituting the original Board of Directors shall be three (3) and the names and addresses of the persons who are to serve until the first annual meeting of members and until their successors are duly chosen and qualified are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Dan Gregory	8965 Guilford Road, Suite 290 Columbia, Maryland 21046
Laurene McIsaac	8965 Guilford Road, Suite 290 Columbia, Maryland 21046
Joseph D. Fortino	8965 Guilford Road, Suite 290 Columbia, Maryland 21046

The qualifications, powers, duties, and tenure of the directors and the manner by which they are to be chosen shall be as set forth in the By-Laws of the Corporation. Officers of this Corporation shall be elected by the directors and shall serve as provided in the By-Laws.

**ARTICLE X.** The internal affairs of the Corporation shall be regulated by duly adopted By-Laws. The By-Laws shall be made and adopted by the original Board of Directors of the Corporation.

**ARTICLE XI.** The Corporation may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of each class of members. Upon dissolution of the Corporation, other than incident to a merger or consolidation, the assets of the Corporation shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Corporation was created. In the event that such dedication is refused, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

**ARTICLE XII.**

(a) The Corporation shall indemnify every officer and director of the Corporation against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or

other proceeding (including settlement of any such suit or proceeding if approved by the then Directors) to which he may be made a party by reason of being or having been an officer or director at the time such expenses are incurred. The officers and directors of the Corporation shall not be liable to the members of the Corporation for any mistake in judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Corporation shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Corporation and the Corporation shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Corporation, or former officer or director of the Corporation, may be entitled.

(b) The directors shall exercise their powers and duties in good faith and with a view to the best interests of the Corporation. No contract or other transaction between the Corporation and one or more of its directors, or between the Corporation and any other corporation, firm or association in which one or more of the directors of this Corporation are directors and officers or are pecuniarily or otherwise

interested, is either void or voidable because such director or directors are present at the meeting of the Board or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following paragraphs exist:

(1) the fact that the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith or by a vote sufficient for the purpose; or

(2) the fact of the common directorate or interest is disclosed or known to the members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(3) the contract or transaction is commercially reasonable to the Corporation at the time it is authorized, ratified, approved or executed.

(c) Common or interested directors may be counted in determining the presence of a quorum of any meeting of the Board or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were

not such director or officer of such other corporation, or not so interested.

ARTICLE XIII. The Corporation shall exist perpetually.

ARTICLE XIV. Amendment of these Articles shall require the approval of seventy-five percent (75%) of the entire membership.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal on this 20th day of November, 2002, and acknowledged the foregoing to be my act.

WITNESS:

Elizabeth B. Greer

Bruce D. Brown  
BRUCE D. BROWN

I HEREBY CONSENT TO ACT AS RESIDENT AGENT IN MARYLAND FOR  
THE ENTITY NAMED IN THE ATTACHED INSTRUMENT.

  
Bruce D. Brown

11/20/02  
Date

CUST ID:0001008535  
WORK ORDER:0000669170  
DATE:11-26-2002 03:19 PM  
AMT. PAID:\$200.00

**Budget**  
**Cedar Ridge Community Association, Inc.**

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CEDAR RIDGE COMMUNITY ASSOCIATION, Inc.

*Approved* 2019 BUDGET

*✓CL*

8/15/2018

Account	Description	2018 Budget	2019 Budget	Budgets 2019 vs 2018 \$ Inc/(Dec)
<b><u>INCOME</u></b>				
06310	Cedar Ridge Master Income	\$324,324	\$324,324	\$0
06415	Entry Card Income	100	100	0
06510	Clubhouse Rental Income	500	500	0
06910	Interest Income	4,500	7,500	3,000
	<b>TOTAL INCOME</b>	<b>\$329,424</b>	<b>\$332,424</b>	<b>\$3,000</b>
<b><u>GENERAL &amp; ADMINSTRATIVE</u></b>				
07010	Management Fees	\$20,300	\$20,700	\$400
07020	Professional Services	500	200	(300)
07100	Bad Debt	1,100	1,100	0
07140	Audit Fees	1,250	1,300	50
07160	Legal Fees	500	500	0
07260	Postage & Mail	1,000	750	(250)
07280	Insurance	2,200	2,400	200
07430	Federal Income Taxes	1,500	600	(900)
07440	State & Local Income Taxes	2,500	1,500	(1,000)
07890	Misc. General & Adminstrative	533	400	(133)
07950	Prior Year Expenses	0	0	0
	<b>TOTAL</b>	<b>\$31,383</b>	<b>\$29,450</b>	<b>(\$1,933)</b>
<b><u>CLUBHOUSE</u></b>				
08300	Sport/Tennis Court	\$500	\$500	\$0
08305	A/C & Heat Maint	700	500	(200)
08310	Cable	500	350	(150)
08315	Janitorial Services	10,000	10,000	0
08320	Electricity	17,700	16,000	(1,700)
08325	Supplies	1,800	1,800	0
08330	Fitness Supplies	900	500	(400)
08335	Maintenance/Repairs	5,000	6,500	1,500
08340	Fitness Center Maintenance Contract	3,000	2,800	(200)
08345	Water/Sewer	500	900	400
08350	Irrigation Maintenance	900	900	0
08355	Telephone	2,000	2,000	0
08360	Fire Extingulsher	200	200	0
08365	Security Maintenance	800	1,000	200
08375	Extermination	500	500	0
	<b>TOTAL</b>	<b>\$45,000</b>	<b>\$44,450</b>	<b>(\$550)</b>



CEDAR RIDGE COMMUNITY ASSOCIATION, Inc.

*Approved* 2019 BUDGET

8/15/2018

Account	Description	2018 Budget	2019 Budget	Budgets 2019 vs 2018 \$ Inc/(Dec)
<b><u>POOL</u></b>				
08210	Pool Contract	\$22,800	\$23,500	\$701
08225	Pool Equipment & Supplies	3,500	3,500	0
08230	Pool Licenses & Permits	500	500	0
08240	Pool Maintenance/Repairs	4,500	4,500	0
	<b>TOTAL</b>	<b>\$31,300</b>	<b>\$32,000</b>	<b>\$701</b>
<b><u>COMMON EXPENSES</u></b>				
08920	Electricity - Street Lights	\$27,200	\$25,000	(\$2,200)
09610	Lawn Maintenance & Landscaping	50,000	50,000	0
09700	Trash Removal	38,192	40,000	1,808
09710	Recycling Service	3,500	3,500	0
09800	Snow Removal	43,000	32,000	(11,000)
	<b>TOTAL</b>	<b>\$161,892</b>	<b>\$150,500</b>	<b>(\$11,392)</b>
<b><u>MAINTENANCE</u></b>				
09110	Repairs & Maintenance	\$2,000	\$7,000	\$5,000
09185	Sidewalks & Roads	2,000	2,000	0
09250	Supplies	250	250	0
	<b>TOTAL</b>	<b>\$4,250</b>	<b>\$9,250</b>	<b>\$5,000</b>
<b><u>RESERVES</u></b>				
09920	Capital Reserves	\$55,600	\$66,774	\$11,174
	<b>TOTAL EXPENSES</b>	<b>\$329,424</b>	<b>\$332,424</b>	<b>\$3,000</b>
	<b>SURPLUS/(DEFICIT)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>



**Bylaws**  
**Cedar Ridge Community Association, Inc.**

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**Bylaws**  
**Cedar Ridge Master Association**

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**BY-LAWS  
OF  
CEDAR RIDGE COMMUNITY ASSOCIATION, INC.**

**ARTICLE I  
NAME AND LOCATION**

Section 1. Name and Location. The name of this Corporation is CEDAR RIDGE COMMUNITY ASSOCIATION, INC. Its principal place of business and mailing address is 8965 Guilford Road, Suite 290, Columbia, Maryland 21046. Said principal office may be changed by the Board of Directors at any time and from time to time. The corporation is a non-profit, non-stock corporation organized under the laws of the State of Maryland. The Corporation may have such other offices within or without the State of Maryland as the Board of Directors or the Members may from time to time designate. This Corporation shall be the Association described in the Declaration, and for purposes of identification shall be hereinafter referred to in these By-Laws as the "Corporation".

Section 2. Applicability. These By-Laws and each provision thereof shall be applicable to all Lot Owners within this Property known as Cedar Ridge Community Association, Inc., situate in Anne Arundel County, Maryland, and described in the Declaration.

**ARTICLE II  
DEFINITIONS**

Section 1. "Declaration" as used herein, means that certain Declaration of Covenants, Conditions and Restrictions made the \_\_\_\_\_ day of \_\_\_\_\_, 2003 by Beazer Homes Corp., recorded among the Land Records of Anne Arundel County, Maryland, and any declaration amendatory or supplementary thereto.

Section 2. "Manager" or "Management Agent" shall mean and refer to that person, company or other entity retained by the Association to provide maintenance and management services (including the collection and disbursing of Association funds upon appropriate



direction therefor) for the Association.

Section 3. Any other term used in these By-Laws shall have the same meaning as set forth in the Declaration except where said meaning is clearly inappropriate.

### **ARTICLE III** **MEMBERSHIP**

Section 1. Membership. Every Owner of a Residential Unit which is subject to assessments shall be a Member ("Member") of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Residential Unit which is subject to assessment.

Voting Rights. The Association shall initially have two (2) classes of voting membership, Class A and Class B, as follows:

Class A. With the exception of the Declarant (until expiration of the Class B Memberships as provided below), every Residential Unit Owner who is an Owner of any Residential Unit which is part of the Property shall be a Class A Member of the Association; provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation shall not be a Class A Member solely on account of such interest. When more than one (1) person or entity are Owners of any Unit, the vote for such Unit shall be exercised among those persons or entities as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Residential Unit owned by a Class A Member.

Class B. The Class B Member shall be the Declarant, its nominee or nominees and shall include every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who shall obtain any Class B membership by specific assignment in writing from the Declarant.

The Class B Member shall be entitled to three (3) votes for each Class B Membership. Each Class B Membership shall lapse and become a nullity on the first to happen of the following events:

(a) ten (10) years from the date of recordation of this Declaration by the Declarant; provided, however, that if the Declarant is delayed in the improvement and development of the Property on account of a sewer, water or building permit moratorium

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or any other cause or event beyond the Declarant's control, then the aforesaid ten (10) year period shall be extended by a period of time equal to the length of the delays or an additional three (3) years, whichever is less; or

(b) upon the surrender of said Class B Memberships by the then holders thereof for cancellation on the books of the Association.

Upon the lapse or surrender of the Class B Memberships as provided for in this Article, the Declarant shall thereafter become a Class A Member of the Association as to each and every Unit which the Declarant then holds the interest otherwise required for such Class A Membership.

Section 2. Assignment of Membership. The Class A membership, but not the Class B memberships, shall be appurtenant to the Unit owned by a member and may not be assigned except in conjunction with the Lot to which they are appurtenant. Class B membership shall be freely assignable to any legal entity serving in capacity as a Declarant hereunder as the same is defined in Article 1, Section 1.5 of the Declaration.

Section 3. Liquidation Rights. In the event of any voluntary or involuntary dissolution of the Association, the assets of the Association shall be distributed to an appropriate public agency to be used for similar purposes to those for which this Association was created. In the event that such distribution is not accepted, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization and operated for such similar purposes.

Section 4. Method of Voting Membership Held by More Than One Person. In the event a membership is held by more than one person, that membership shall, nevertheless, be entitled to only one indivisible vote. The method of voting such membership shall be as described in Article IV, Section 7 of these By-Laws.

**ARTICLE IV**  
**MEETING OF MEMBERS**

Section 1. Place of Meeting. Meetings of the membership shall be held at the principal office or place of business of the Association or at such other suitable place convenient to the membership as may be designated by the Board of Directors. The Board is authorized to pay from the Association's funds the cost of rental of a meeting facility.

Section 2. Annual Meetings. The first annual meeting of the members of the Association shall be held at such time as the Board of Directors shall determine but shall be held, in any event, within one (1) year following the date of filing of the Articles of Incorporation with the State Department of Assessments and Taxation of Maryland. Thereafter, the annual meetings of the members of the Association shall be held on such date as the Board of Directors may determine but not less than three (3) nor more than five (5) months after the last day of the Association's fiscal year. If the Board of Directors shall fail to set a date for the annual meeting, in any year, then such meeting for that year shall be held at 8:00 p.m. on the third (3rd) Wednesday of May. At such meeting there shall be elected by ballot of the members a Board of Directors in accordance with the requirements of Article V, Section 5 of these By-Laws. The members may also transact such other business of the Association as may properly come before them. \* Please see the Memorandum of Understanding at the end of the Cedar Ridge By-Laws

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by members representing at least twenty percent (20%) of the total membership entitled to vote having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each meeting or special meeting, stating the purpose thereof, as well

as time and place where it is to be held, to each member of record, at his address as it appears on the membership books of the Association, or if no address appears; at his last known place of address, at least twenty-five (25) but not more than ninety (90) days prior to such meeting. Attendance by a member at any meeting of the members shall be a waiver of notice by him of the time, place and purpose thereof.

*2019 units - 2070 - 59.4*  
Section 5. Quorum. The presence, either in person or by proxy, of members entitled to cast twenty percent (20%) of the votes of each class shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of members unless a greater number is provided by the Declaration, Articles of Incorporation or these By-Laws.

Section 6. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Voting. At every meeting of the members, each of the members shall have the right to cast one (1) vote for each membership which he owns on each question. The vote of the members representing fifty-one percent (51%) of the membership present and voting at the meeting, in person or by proxy, shall be necessary to decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Declaration, or of the Articles of Incorporation, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of them present at any meeting unless any objection or protest by any other owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the members are unable to agree on the manner in which the vote for such membership shall be cast on any question, then such vote shall not be counted for purposes of deciding that question. In the

event that the membership is owned by a corporation, then the vote for any such membership shall be cast by a person designated in a certificate and attested by the secretary or an assistant secretary of such corporation and filed with the Secretary of the Association prior to the meeting. The vote for any membership which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be and, unless any objection or protest by any other such trustee or partner is noted at such meeting, the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors if the books or management accounts show such member to be more than sixty (60) days delinquent in any payment due the Association. No vote may be divided into fractional votes on any question.

Section 8. Proxies. A member may appoint any other member or the Declarant or Management Agent as his proxy. Any proxy must be in writing and must be filed with the Secretary in a form approved by the Board of Directors before the appointed time of each meeting. Unless limited by its terms or by statute, any proxy shall continue until revoked by a written notice of revocation filed with the Secretary, by the death of the member, or by conveyance of the Lot to which the membership is appurtenant.

Section 9. Rights of Mortgagees. Any Mortgagee of any Lot, portion of a Lot, Residential Unit or Commercial Unit who desires notice of the annual and special meetings of the members shall notify the Secretary to that effect by registered mail, return receipt requested. Any such notice shall contain the name and post office address of such Mortgagee and the name of the person to whom notice of the annual and special meetings of the members should be addressed. The Secretary of the Association shall maintain a roster of all Mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each annual or special meeting of the members to each such Mortgagee, in the same manner, and subject to the same requirements and limitations as are provided in Section

4 of this Article for notice to the members. Any such Mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the members and such representative may participate in the discussion at any such meeting and may, upon his request to the Chairman in advance of the meeting, address the members present at any such meeting. Such representatives shall have no voting rights at any such meeting.

Section 10. Order of Business. The order of business at a regularly scheduled meetings of the members shall be as follows:

- (a) Roll call and certification of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers, if any.
- (e) Reports of committees, if any.
- (f) Election or appointment of inspectors of election.
- (g) Election of Directors.
- (h) Unfinished business.
- (i) New business.

In the case of a special meeting, items (a) and (b) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

## ARTICLE V DIRECTORS

### Section 1. Number.

(a) The affairs of the Association shall be managed by a Board of Directors initially consisting of three (3) natural persons who need not be members of the Association, and who shall be designated by the Declarant and who shall hold office until the election of their successors at the first annual meeting of the members of the Association. The names of the members of the initial directors are: Dan Gregory, Laurene McIsaac and Joseph D. Fortino. The Board shall always be comprised of an uneven number of Directors.

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(b) Subject to the provisions of Article V, Section 1(a) hereof, upon completion of construction of the Units in all of the Subassociations within the Property, the Board shall consist of eleven (11) members, comprised of one (1) Director elected from each Subassociation. For any Subassociation established upon the Property, at the first annual meeting of the Association occurring after the date on which fifty-one percent (51%) of the Units within that Subassociation have been conveyed by the Declarant to individual Owners, each such Subassociation shall be entitled to elect a Director to the Board. Only members of a particular Subassociation shall be eligible to cast votes in the election of Directors representing that Subassociation upon the Board.

Section 2. Powers and Duties. The Board shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the members. The powers and duties of the Board shall include, but not be limited to, the following:

To provide for the:

(a) care and upkeep of the Common Areas in a manner consistent with the law, the provisions of these By-Laws, and the Declaration.

(b) establishment and collection of assessments and/or carrying charges from the members and for the assessments and/or enforcement of liens therefor in a manner consistent with law and the provisions of these By-Laws and the Declaration.

(c) designation, hiring, and/or dismissal of personnel necessary for the good working order of the Association, for the proper care of the Common Areas, and to provide services for the Association in a manner consistent with law and the provisions of these By-Laws and the Declaration.

(d) promulgation and enforcement of such rules (including imposition of fines for violations thereof) as may be deemed proper respecting the use and

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maintenance of the Common Areas as are designated to prevent unreasonable interference with the use of the Association by the members, all of which shall be consistent with law and the provisions of these By-Laws and the Declaration.

Section 3. Management Agent. The Board may employ for the Association a Management Agent at a rate of compensation approved by the Board of Directors to perform such duties and services as the Board shall from time to time authorize in writing. Any agreement with any Management Agent shall provide for a maximum term of one year and be terminated upon thirty (30) days written notice, with or without cause.

Section 4. Budget. The Board of Directors, with the assistance of the Management Agent, shall prepare and adopt a budget for each annual assessment period which shall include estimates of the funds required by the Association to meet its annual expenses for that period and shall include reasonable reserves for repair and replacement. The budget herein required to be prepared and adopted by the Board of Directors shall be in a format consistent with the classification of the accounts of the Association, and shall provide for sufficient estimates, on a consistent periodic basis, to permit comparison to and of deviations from the various periodic reports of the actual results of operation and the actual financial condition of the Association, on both a current basis and for prior corresponding periods, all in accordance with generally accepted accounting practices, consistently applied. Copies of the budget shall be available for examination by the members and by their duly authorized agents and attorneys, and by any Mortgagee of any Unit and by their duly authorized agents and attorneys, during normal business hours, for purposes reasonably related to their respective interests, and upon reasonable notice.

Section 5. Term of Office. The term of office of the Directors representing a Subassociation shall be fixed for two (2) years. In the alternative, the membership may, by resolution duly made and adopted at any annual meeting of members, resolve to fix the term for each Director elected at any such meeting at one (1) year. Directors shall hold office until their



successors have been elected and hold their first regular meeting.

Section 6. Vacancies. Vacancies in the Board caused by any reason other than the removal of a Director (including any additional Director) through normal annual elections as herein provided shall be filled by vote of the majority of the Directors of the Subassociation which they represent. Each person so elected shall be a Director until a successor is elected by the members at the next annual meeting.

Section 7. Removal. After the first annual meeting of the Association, any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Subassociation which they represent. Prior to the first annual meeting of the Association, any Director may be removed from the Board, with or without cause, by the Declarant.

Section 8. Compensation. Except for those Directors named as such in Section 1 of this Article, and any of their successors elected prior to the first annual meeting of the members, no remuneration shall be paid to any Director for services performed by him for the Association in any other capacity unless approved by a vote of two-thirds (2/3) of the members.

Section 9. Organizational Meeting. The first meeting of a newly elected Board shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the entire Board shall be present.

Section 10. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director and all members, personally or by mail or telephone, at least six (6) days prior to the day named for such meeting.

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Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President of the Board on three (3) days' notice to each director, given personally or by mail or telephone, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least one-third (1/3) of the directors.

Section 12. Waiver of Notice. Before or at any meeting of the Board, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be waiver of notice by him of the time, place and purpose thereof. If all the directors are present at any meeting of the Board no notice shall be required and any business which may properly come before the Board at such meeting may be transacted.

Section 13. Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present and voting at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such meeting, any business which might have been transacted at the meeting, as originally called may be transacted without further notice.

Section 14. Action Without Meeting. Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 15. Fidelity Bonds. The Board shall require that all officers, agents and employees of the Association handling or responsible for association, corporate or trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the

Association.

**ARTICLE VI**  
**OFFICERS**

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, or a Secretary/Treasurer all of whom shall be elected by the Board and none of whom shall be related by marriage or otherwise. Prior to the first annual meeting of members, the officers of the Association need not be members of the Association. Thereafter, all officers of the Association shall be members of the Association.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the members and of the Board. He shall have all of the general powers and duties which are usually vested in the office of president of a corporation, including but not limited to the power to appoint committees from among the membership from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated to him by the Board

of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the members of the Association; he shall have custody of the seal of the Association; he shall have charge of the membership transfer books and of such other books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association, in such depositories as may from time to time be designated by the Board.

**ARTICLE VII**  
**LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS**

Section 1. Liability and Indemnification of Officers and Directors. The Association shall indemnify every Officer and Director of the Association against any and all expenses, including counsel fees reasonably incurred by or imposed upon any Officer or Director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of the Association) to which he may be made a party by reason of being or having been an Officer or Director of the Association whether or not such person is an Officer or Director at the time such expenses are incurred. The Officers and Directors of the Association shall not be liable to the members of the Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Officers and Directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such Officers or Directors may also be Owners of Fox Units) and the

Association shall indemnify and forever hold each such Officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Officer or Director of the Association, or former Officer or Director of the Association may be entitled.

Section 2. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the best interests of the Association. No contract or other transaction between the Association and one or more of its Directors, or between the Association and any corporation, firm or association (including the Declarant) in which one or more of the Directors of this Association are Directors or Officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board or any committee thereof which authorizes or approves the contract for such purposes, if any of the conditions specified in any of the following subparagraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board or a majority thereof or noted in the minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose;

(b) The fact of the common directorate or interest is disclosed or known to the members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

(d) Common or interested Directors may be counted in determining the presence of a quorum at any meeting of the Board or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if they were not

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such a Director or Officer of such corporation or not so interested.

**ARTICLE VIII**  
**MANAGEMENT**

Section 1. Management and Common Expenses. The Association, acting by and through its Board, shall manage, operate and maintain the Common Areas and, for the benefit of the Units and the Owners thereof, shall enforce the provisions hereof and shall pay out of the common expense fund provided for herein, the following:

(a) The cost of providing water, sewer, garbage and trash collection, electrical and other necessary utility services for the Common Areas.

(b) The cost of directors and officers liability, fire, hazard, and extended liability insurance for the Common Areas and the cost of such other insurance as the Association may effect, or deem appropriate.

(c) The cost of the services of a person or firm to manage the project together with the services of such other personnel as the Board shall consider necessary for the operation of the project.

(d) The cost of providing such legal and accounting services as may be considered necessary to the operation of the Association.

(e) The cost of painting, maintaining, replacing, repairing, landscaping, and making additions and/or changes of and to the Common Areas and such furnishings and equipment as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same.

(f) The cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like, which the Association is required to secure or pay for by law, or otherwise, or which in the discretion of the Board shall be necessary or proper for the operation of the Association and its property.

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Section 2. Management Agent. The Association may, by contract in writing, delegate any of its ministerial duties, powers or functions to a Management Agent. The Association and the Board shall not be liable for any omission or improper exercise by the Management Agent of any such duty, power or function so delegated.

Section 3. Fiscal Year. The fiscal year of the Association shall be determined by the Board of Directors.

Section 4. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with good accounting practices. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures affecting the project and its administration and shall specify the maintenance and repair expenses of the Common Areas and services, and of any other expenses incurred. The amount of any assessment required for payment of any capital expenditures of the Association shall be credited upon the books of the Association to the "Paid-in-Surplus" account as a capital contribution by the members, or as otherwise designated by an accountant engaged by the Association.

Section 5. Auditing. At the close of each fiscal year, the books and records of the Association shall be audited by an independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards. Based upon such report, the Association shall furnish its members with an annual financial statement, including the income and disbursements of the Association.

Section 6. Inspection of Books. The books and accounts of the Association, and vouchers accrediting the entries made thereupon, shall be available for examination by the members of the Association, attorneys representing any of the members, and to any Mortgagee of any Unit and/or its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their interests, as they may appear.

Section 7. Execution of Association Documents.  
With the prior authorization of the Board, all notes and contracts shall be executed on behalf of the Association by either the President or Vice President, and all checks shall be executed on behalf of the Association by such officers, agents or other persons as are from time to time authorized by the Board of Directors.

**ARTICLE IX**  
**AMENDMENT AND APPROVALS**

Section 1. Amendments by Members. These By-Laws may be amended by the affirmative vote of members representing sixty-six and two-thirds percent (66-2/3%) or more of the votes at any meeting of the members duly called for such purpose.

Section 2. Amendments by Declarant. During the period in which the Declarant owns a Class B membership, the Declarant reserves the right to unilaterally amend these By-Laws to meet the requirements of the Federal Housing Administration, Veterans's Administration, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, title insurance company or any other governmental or quasi-governmental agency, or to meet the requirements of any mortgage lender; PROVIDED, HOWEVER, that any such amendment shall not materially adversely affect the substantive rights hereunder of any member other than Declarant. Any such amendment shall be distributed to all members.

Section 3. FHA\VA Approval. Notwithstanding anything herein contained to the contrary, as long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Areas, to any entity other than the Association, and amendment of these By-Laws.

**ARTICLE X**  
**MORTGAGES - NOTICES**

Section 1. Notice to Board of Directors. Any Owner of any Unit in the Association who mortgages such Unit



shall promptly notify the Board of Directors of the name and address of his Mortgagee. The Board of Directors shall maintain suitable records pertaining to such Mortgagees.

Section 2. Consents. Any provision of these By-Laws to the contrary notwithstanding, the Association shall not, nor shall the members except by consent of two-thirds (2/3) thereof exclusive of the Declarant and the consent of two-thirds (2/3) of all Eligible Mortgagees of record, materially modify or amend the provisions of these By-Laws.

#### ARTICLE XI INTERPRETATION - MISCELLANEOUS

Section 1. Conflict. These By-Laws are subordinate and subject in all respects to the provisions of the Declaration. All of the terms hereof, except where clearly repugnant to the content, shall have the same meaning as in the Declaration. In the event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control. The provisions of the Declaration are incorporated herein by reference.

Section 2. Notices. Unless another type of notice is specifically provided for, herein, any and all notices called for in the Declaration and in these By-Laws shall be given in writing.

Section 3. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 4. Waiver. No restoration, condition, obligation or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 5. Captions. The captions and headings contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in

any way to limit or enlarge the terms and provisions of these By-Laws.

Section 6. Gender, Etc. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, all of the Directors of the Cedar Ridge Community Association, Inc., have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
Dan Gregory

\_\_\_\_\_

\_\_\_\_\_  
Laurene McIsaac

\_\_\_\_\_

\_\_\_\_\_  
Joseph D. Fortino

STATE OF MARYLAND, \_\_\_\_\_ COUNTY, To Wit:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2003, before me, the subscriber, a Notary Public of the State of Maryland, in and for \_\_\_\_\_ County, personally appeared Dan Gregory, Laurene McIsaac and Joseph D. Fortino and acknowledged the foregoing By-Laws to be the Corporate act and deed.

WITNESS my hand and Notarial Seal the day and year  
first above written.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

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**CERTIFICATION**

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of Cedar Ridge Community Association, Inc., and;

2. That the foregoing By-Laws constitute the original By-Laws of said Corporation, as duly adopted at a meeting of the Board of Directors thereof, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Corporation this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Secretary

**CC&Rs-Declaration**  
**Cedar Ridge Community Association, Inc.**

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**CC&Rs-Condo Declaration**  
**Cedar Ridge Master Association**

1

AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
CEDAR RIDGE COMMUNITY ASSOCIATION, INC.

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS of Cedar Ridge Community Association, Inc. (herein called this "Amendment"), made this 26 day of August, 2004 by BEAZER HOMES CORP., a Tennessee corporation (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, the Declarant is the Owner of certain property in the Fourth Tax District of Anne Arundel County, Maryland; and

WHEREAS, the Declarant has previously executed a Declaration of Covenants, Conditions and Restrictions which was recorded among the Land Records of Anne Arundel County, Maryland in Liber 479, Page 034 et seq. (the "Declaration"); and

WHEREAS, as contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described herein to the property subjected to the aforesaid Declaration and membership in Cedar Ridge Community Association, Inc.

NOW, THEREFORE, for the purposes aforesaid, the Declarant does hereby state and declares as follows:

1. Submission of Additional Property to the Declaration and the Association. The Declarant desires to and does hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the Fourth Tax District of Anne Arundel County, Maryland, described on Exhibit 1, attached hereto and incorporated herein; together with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining;

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in the Plats described in this Paragraph 1 (the "Subdivision Plats").

2. Property Subject to the Declaration. As provided in the Declaration, upon the recording of this Amendment to the Declaration, the Lots described herein are subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

28.00  
28.00  
40.00  
TOTAL  
Reg # AA14 Rcr # 14533  
ISS # 121A Blk # 543  
Sep 02, 2004 10:07 am

2004 SEP -2- A 10 29

The effect of the above declarations is to subject the Lots described herein to the covenants, conditions and restrictions.

3. Definitions. All terms used herein shall have the meanings specified in the Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration to be executed on its behalf, on the date and year first above written.

WITNESS:

Melissa Kittelberger

BEAZER HOMES CORP.

Robert Gentry (Seal)  
Robert G. Gentry  
Attorney-in-Fact

STATE OF MARYLAND, COUNTY OF Howard; TO WIT:

I HEREBY CERTIFY that on this 26 day of August, 2004, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert G. Gentry, the Attorney-in-Fact of Beazer Homes Corp., a Tennessee corporation, who made oath in due form of law that he is authorized to execute this Amendment to the Declaration of Covenants, Conditions and Restrictions of Cedar Ridge Community Association, Inc., on behalf of said corporation and acknowledged this document to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year aforesaid.

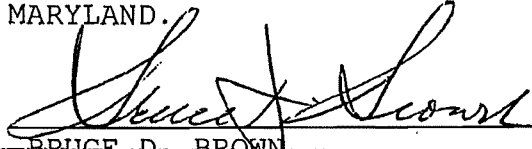
Lauren McIsaac  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_  
LAURENE A. McISAAC  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires May 1, 2007



DK 15295PG0197

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS PREPARED UNDER MY DIRECTION AND I AM AN ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS FOR THE STATE OF MARYLAND.



BRUCE D. BROWN

Return to:  
BRUCE D. BROWN, ESQUIRE  
SISKIND, GRADY, ROSEN & HOOVER, P.A.  
2 Hopkins Plaza, Suite 1100  
Baltimore, Maryland 21201

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Tel: 301-421-4024 • Balt: 410-880-1820 • DC/VA: 301-989-2524 • Fax: 301-421-4186David S. Weber, P.E., Prof. L. S.  
David L. Little, P.E.  
Carlton K. Gutschick, P.E.

August 26, 2004

**ASSOCIATES**  
Kevin A. Foster, ASLA, AICP  
Thomas C. O'Connor, Jr., Prof. L.S., P.E.  
Michael J. Trappen, P.E.**EXHIBIT A**

**BEING** all of Phase 4 as shown on a plat entitled "**\*FIRST AMENDED, PLAT 2 OF 2, CONDOMINIUM PHASING PLAT, CEDAR RIDGE AT PINEY ORCHARD**" and recorded among the Land Records of Anne Arundel County in Book 106 Page 19 Plat No. E5469, and containing 2.0761 acres of land.

Saving and excepting part of Phase 4 as shown on aforesaid plat and being more particularly described as follows:

Beginning for the same at a point removed South 50°05' 40" West, 16.33 feet from the northeasterly end of the common or South 53°00'00" West, 98.00 feet of said Phases 1 and 4; thence running so as to cross and divide said Phase 4, the following two (2) courses and distances

1. South 53°03' 41" West, 79.44 feet to a point removed North 71°18'08" East, 2.37 feet from the southwesterly end of said common line; thence
2. North 36°56'19" West, 0.74 feet to a point on said common line; thence running with and along said common line
3. North 53°00'00" East, 79.44 feet to a point; thence leaving said common line and running so as to cross and divide said Phase 4, the following course and distance
4. South 36°56'19" East, 0.83 feet the point of beginning, containing 62 square feet or 0.0014 of an acre of land



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3909 National Drive, Suite 250 • Burtonsville Office Park • Burtonsville, MD 20866  
Tel: 301-421-4024 • Balt: 410-880-1820 • DC/VA: 301-989-2524 • Fax: 301-421-4186

David S. Weber, P.E., Prof. L. S.  
David L. Little, P.E.  
Carlton K. Gutschlok, P.E.

ASSOCIATES

Kevin A. Foster, ASLA, AICP  
Thomas C. O'Connor, Jr., Prof. L.S., P.E.  
Michael J. Treppen, P.E.

August 26, 2004

## DESCRIPTION OF

### 8608 WANDERING FOX CONDOMINIUM ASSOCIATION, INC.

BEING two (2) pieces or parcels of land, situate, lying and being in the 4<sup>th</sup> Tax District of Anne Arundel County, Maryland; the same being parts of Phase 4 as shown on a plat entitled “\*FIRST AMENDED, PLAT 2 OF 2, CONDOMINIUM PHASING PLAT, CEDAR RIDGE AT PINEY ORCHARD” and recorded among the Land Records of Anne Arundel County in Book 106 Page 19 Plat No. E5469, and being more particularly described, in two (2) parts, as follows:

#### PART 1:

BEGINNING for the said piece or parcel of land at a point on the southwesterly or North 37° 19' 41" West, 518.65 feet line of said Phase 4, 292.65 feet from the southeasterly end thereof; thence running with and along a part of said southwesterly line

1. North 37° 19' 41" West, 202.42 feet to a point, said point lying 23.58 feet from the northwesterly end of said southwesterly line; thence leaving said southwesterly line and running so as to cross and divide said Phase 4, the following four (4) courses and distances
2. North 53° 00' 00" East, 187.93 feet to a point; thence
3. South 37° 00' 00" East, 15.42 feet to a point; thence
4. North 53° 00' 00" East, 45.00 feet to a point; thence
5. South 37° 00' 00" East, 18.00 feet to a point on the southeasterly or North 53° 00' 00" East, 12.00 feet line of said Phase 4, 8.84 feet from the northeasterly end thereof; thence running reversely with and along a part of said southeasterly line and an extension thereof and running so as to cross and divide said Phase 4
6. South 53° 00' 00" West, 45.00 feet to a point; thence running so as to cross and divide said Phase 4, the following nine (9) courses and distances
7. South 37° 00' 00" East, 61.53 feet to a point; thence
8. North 53° 00' 00" East, 23.57 feet to a point; thence
9. South 37° 00' 00" East, 4.19 feet to a point; thence
10. North 53° 00' 00" East, 25.45 feet to a point; thence
11. South 37° 00' 00" East, 72.22 feet to a point; thence
12. South 53° 00' 00" West, 25.45 feet to a point; thence
13. North 37° 00' 00" West, 66.41 feet to a point; thence
14. South 53° 00' 00" West, 23.57 feet to a point; thence

Address: 8615 Wandering Fox Trl Unit 201

LACADD\DRAWINGS\03018\MB\03018\_8608\_condo.doc

Order Date: 09-27-2019

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BK 15295 PG 0226

DESCRIPTION OF 8608 WANDERING FOX  
CONDOMINIUM ASSOCIATION, INC.

Page 2 of 2  
August 26, 2004

15. South 37° 00' 00" East, 97.47 feet to a point on the southeasterly or North 53°00'00" East, 110.00 feet line of said Phase 4, 23.84 feet from the northeasterly end thereof; thence running reversely with and along a part of said southeasterly line and an extension thereof
16. South 53° 00' 00" West, 186.77 feet to the point of beginning; containing 40,807 square feet or 0.9368 of an acre of land.

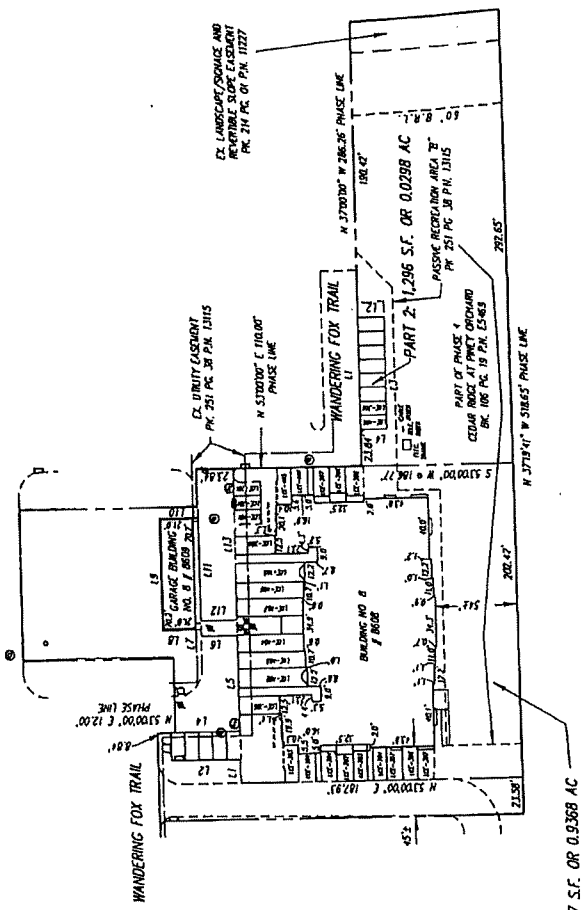
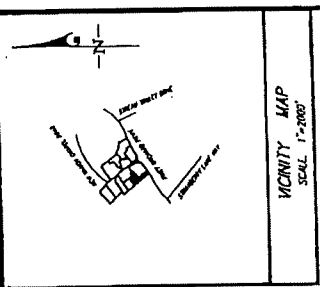
PART 2:

BEGINNING for the said piece or parcel of land at a point on the northeasterly or North 37° 00' 00" West, 286.26 feet line of said Phase 4, 23.84 feet from the northwesterly end thereof; thence running reversely with and along a part of said northeasterly line

1. South 37° 00' 00" East, 72.00 feet to a point, said point lying 190.42 feet from the southeasterly end of said northeasterly line; thence leaving said northeasterly line and running so as to cross and divide said Phase 4, the following three (3) courses and distances
2. South 53° 00' 00" West, 18.00 feet to a point; thence
3. North 37° 00' 00" West, 72.00 feet to a point; thence
4. North 53° 00' 00" East, 18.00 feet to the point of beginning; containing 1,296 square feet or 0.0298 of an acre of land.



Order: FG3V8JQ88  
Address: 8615 Wandering Fox Trl Unit 201  
Order Date: 09-27-2019  
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**GENERAL NOTES**

1. 8608 WANDERING FOX CONDOMINIUM ASSOCIATION, INC. CONSISTS OF ONE (1) BUILDING HAVING A TOTAL OF TWENTY-SEVEN (27) RESIDENTIAL UNITS, FOUR (4) STORAGE UNITS, AND COMMON ELEMENTS AND ONE (1) GARAGE BUILDING HAVING A TOTAL OF ONE (1) GARAGE UNIT AND FIVE (5) GARAGE UNITS COMMON ELEMENTS.
2. EACH RESIDENTIAL CONDOMINIUM UNIT IS DESIGNATED ON SHEETS 2 THRU 5 OF 6 BY ITS UNIT NUMBER.
3. EACH STORAGE UNIT IS DESIGNATED ON SHEET 2 OF 6 BY ITS UNIT DESIGNATION.
4. EACH GARAGE UNIT IS DESIGNATED ON SHEET 6 OF 6 BY ITS BUILDING NUMBER AND UNIT DESIGNATION.
5. THE COMMON ELEMENTS (CE) SHALL CONSIST OF ALL OF THE CONDOMINIUM PROPERTY IMPROVEMENTS THEREON WHICH ARE NOT PART OF ANY INDIVIDUAL UNIT, COMMON ELEMENT, STORAGE UNIT OR GARAGE UNIT, AND (B) SHALL INCLUDE ALL OF THE LIMITED COMMON ELEMENTS AND GENERAL COMMON ELEMENTS AS SET FORTH IN THE DECLARATION AND/OR SHOWN ON THIS CONDOMINIUM PLAN.
6. THE LIMITED COMMON ELEMENTS DESIGNATED L.C.E. HEREON, ARE AS SET FORTH IN THE DECLARATION AND AS SHOWN ON ALL SHEETS AND ARE RESERVED FOR THE UNITS ADJACENT TO THEM OR ASSIGNED TO THEM AS SHOWN HEREON.
7. THE ELEVATIONS SHOWN HEREON ARE BASED ON M.A.S.L. OR L.L.C. = LOWER ELEVATION (CONCORDS WITH THE UNIT LOWER BOUNDARY) AND U.L.C. = UPPER ELEVATION (CONCORDS WITH THE UNIT UPPER BOUNDARY). BOTH BOUNDARIES ARE JOINED IN THE DECLARATION AND ARE SHOWN HEREON.

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THAT THE CONDOMINIUM PLAN SHOWN HEREON IS CORRECT, THAT IT IS A CONDOMINIUM PLAN OF THE PROPERTY KNOWN AS "8608 WANDERING FOX CONDOMINIUM ASSOCIATION, INC.", THAT IT IS PART OF PHASE 4 AS DESIGNATED ON A PLAN ENTITLED "FIRST AUGUST 2001" AND THAT THE CONDOMINIUM PLANING PLAT, CEDAR RIDGE AT PINEY ORCHARD, IS A CORRECT RECORD AND THAT THE TOTAL AREA INCLUDED IS 42,093 SQUARE FEET OR LESSER OF AN ACRE OF LAND.

I FURTHER CERTIFY THAT THE BUILDINGS ARE LOCATED ON THIS SITE AS SHOWN ON SHEETS 2 THROUGH 6 OF THIS PLAN, THAT THIS PLAN ACCURATELY REPRESENTS THE WORKING OF THE DECLARATION IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED, AND THE DECLARATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS, AS CONSTRUCTED, CAN BE DETERMINED FROM THEM.

**PART 2 - LINES**

LINE	BEARING	DIST.
L1	S 37°00'00" E	72.00
L2	S 53°00'00" W	18.00
L3	N 37°00'00" W	72.00
L4	N 53°00'00" E	18.00

**PART 1 - LINES**

LINE	BEARING	DIST.
L1	S 37°00'00" E	18.00
L2	N 37°00'00" E	45.00
L3	S 37°00'00" W	18.00
L4	S 53°00'00" W	45.00
L5	S 37°00'00" E	01.50
L6	N 53°00'00" E	45.00
L7	N 37°00'00" E	45.00
L8	S 37°00'00" E	25.45
L9	S 37°00'00" W	72.00
L10	S 53°00'00" W	25.45
L11	N 37°00'00" W	66.47
L12	S 53°00'00" W	23.57
L13	S 37°00'00" E	31.47

- LEGEND**
- CONC. CURB
  - STORM MANHOLE
  - SEWER CLEANOUT
  - FIRE HYDRANT
  - ← WATER VALVE
  - ⊕ WATER METER
  - ⊙ STORM DRAIN MANHOLE
  - STORM DRAIN INLET

**8608 WANDERING FOX CONDOMINIUM ASSOCIATION, INC.**

CEDAR RIDGE AT PINEY ORCHARD  
 PART OF PHASE 4  
 BOOK 106, PAGES 18 & 19, PLAT Nos. E5468 & E5469  
 4TH TAX DISTRICT  
 SCALE: 1"=50'  
 ANNE ARUNDEL COUNTY, MARYLAND  
 AUGUST 2001

**GLW GUTSCHICK LITTLE & WEBER, P.A.**  
 CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS  
 3000 MIDDLEBURY AVE., SUITE 200, ANNAPOLIS, MD 21403  
 TEL: 410-421-8871 FAX: 410-421-8872

FOR GUTSCHICK LITTLE & WEBER, P.A.  
 THOMAS C. STEWART, J.  
 PROFESSIONAL LAND SURVEYOR  
 MARYLAND REG. NO. 10854

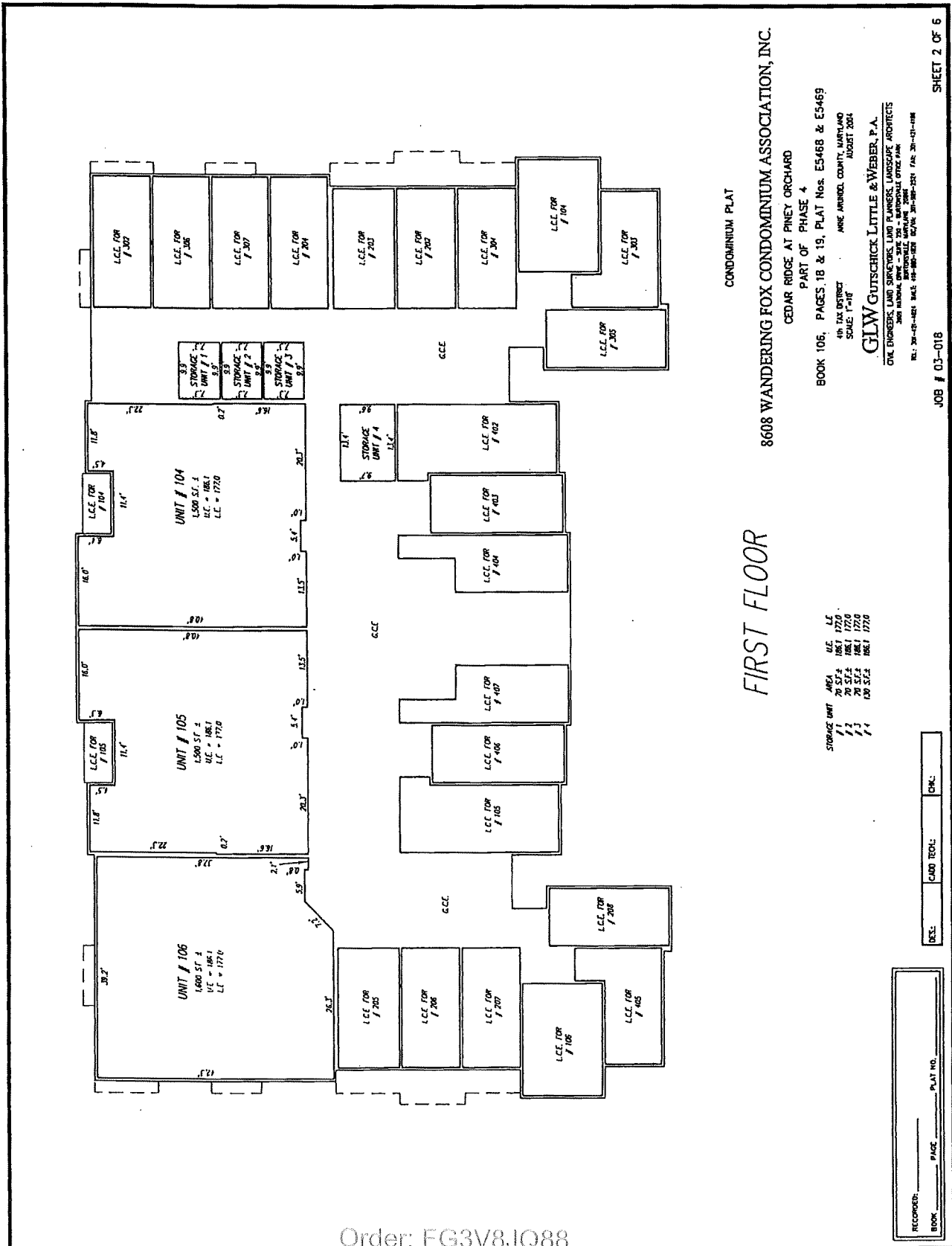
DATE \_\_\_\_\_

MADE OF LATEST FIELD WORK, AUGUST 12, 2001

REC.:  CAD  EDC:  OMC:

RECORDED: \_\_\_\_\_ PLAT NO. \_\_\_\_\_  
 BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

Order: FG3V8JQ88  
 Address: 8615 Wandering Fox Trl Unit 201  
 Order Date: 09-27-2019  
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**CONDOMINIUM PLAT**

**FIRST FLOOR**

**8608 WANDERING FOX CONDOMINIUM ASSOCIATION, INC.**  
**CEDAR RIDGE AT PINEY ORCHARD**  
**PART OF PHASE 4**

BOOK 106, PAGES 18 & 19, PLAT Nos. E5468 & E5469  
 4th TAX DISTRICT ANNE ARUNDEL COUNTY, MARYLAND  
 SCALE: 1"=11'  
 AUGUST 2004

**GLW GUTSCHICK LITTLE & WEBER, P.A.**  
 CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS  
 1000 WASHINGTON AVENUE, SUITE 201, BETHESDA, MARYLAND 20814  
 TEL: 301-461-4611 FAX: 301-461-1188

RECORDED: \_\_\_\_\_ PLAT NO. \_\_\_\_\_  
 BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

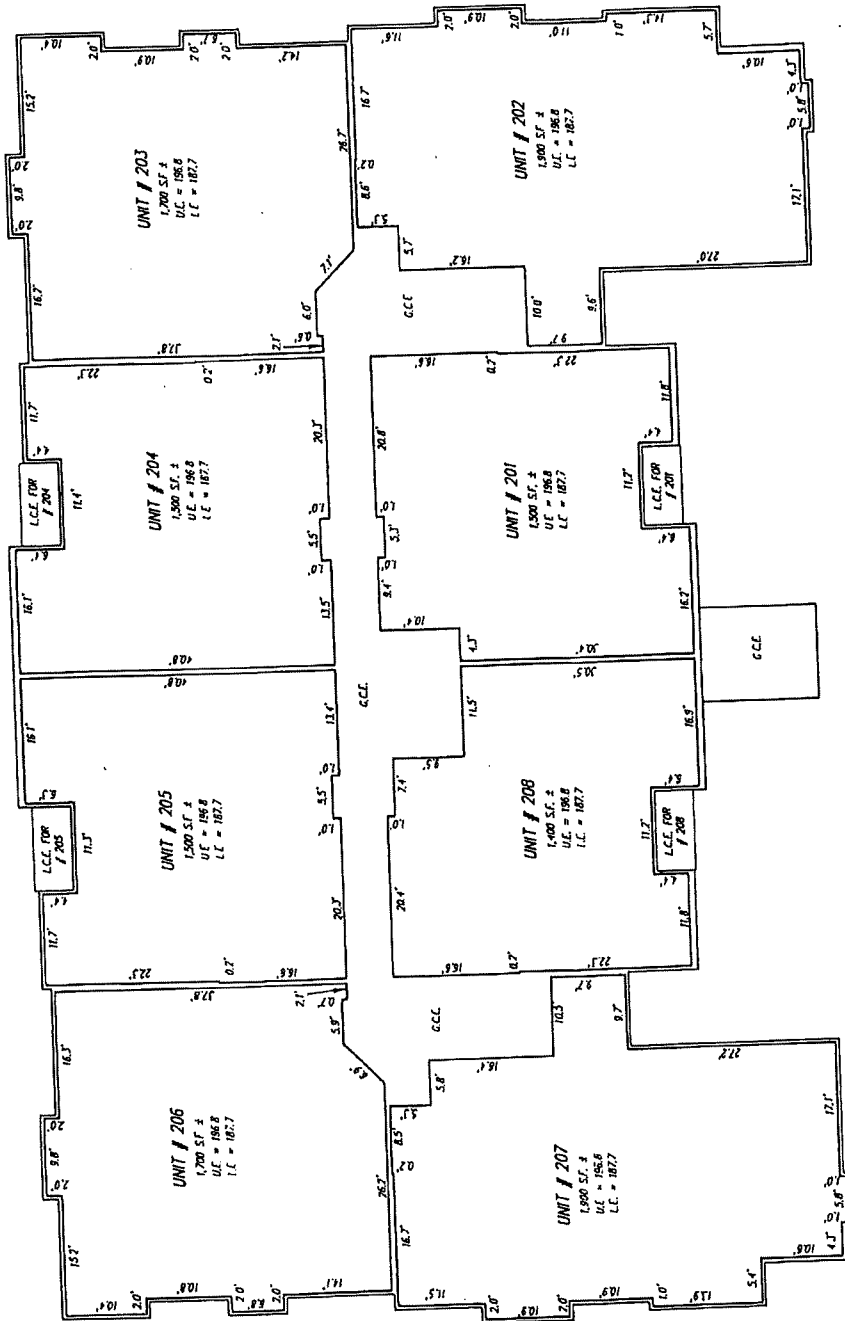
DEC. CAD. TECH. CHK.

JOB # 03-018 SHEET 2 OF 6

STORAGE UNIT	AREA	LS	LS
1	70 S.F.	186.1	177.0
2	70 S.F.	186.1	177.0
3	70 S.F.	186.1	177.0
4	70 S.F.	186.1	177.0

Order: FG3V8.J088  
 Address: 8615 Wandering Fox Trl Unit 201  
 Order Date: 09-27-2019  
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AK 15295 PG 0229



CONDOMINIUM PLAT

SECOND FLOOR

8608 WANDERING FOX CONDOMINIUM ASSOCIATION, INC.

CEDAR RIDGE AT PINEY ORCHARD

PART OF PHASE 4

BOOK 105, PAGES 18 & 19, PLAT Nos. E5468 & E5469

4th TAX DISTRICT ANNE ARUNDEL COUNTY, MARYLAND AUGUST 2004

SCALE: 1"=10'

GLW GUTSCHRICK LITTLE & WEBER, P.A.

CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS

3000 NATIONAL BLVD., SUITE 200 - ANNAPOLIS, MARYLAND 21403-4402

TEL: 301-471-1801 FAX: 301-471-1802

JOB # 03-018

SHEET 3 OF 6

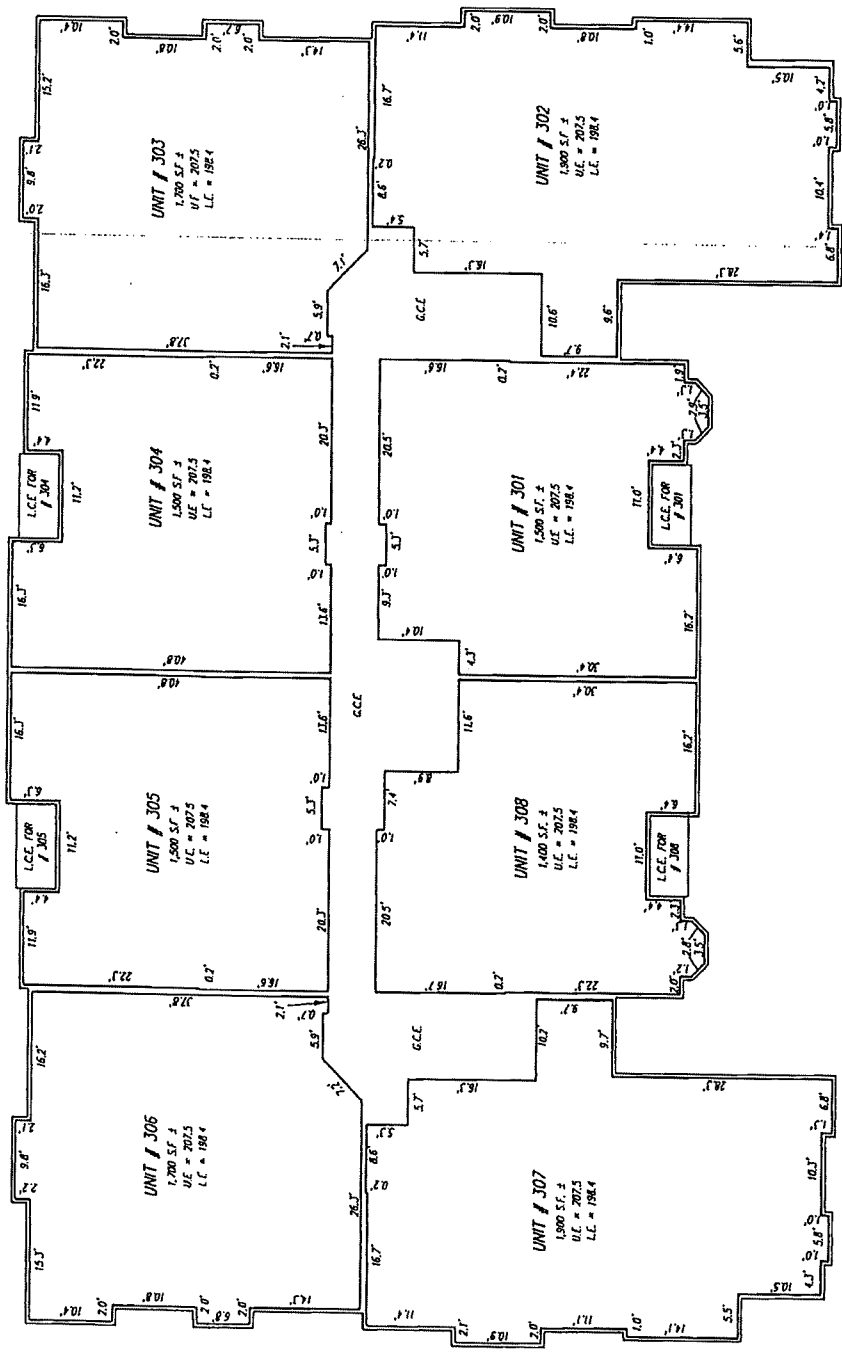
RECORD:	DATE:	BY:

RECORD NO.:	PLAT NO.:
BOOK:	PAGE:

Order: FG3V8JQ88  
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OK 15295 PG 0230



THIRD FLOOR

CONDOMINIUM FLAT

8608 WANDERING FOX CONDOMINIUM ASSOCIATION, INC.

CEDAR RIDGE AT PINEY ORCHARD  
PART OF PHASE 4  
BOOK 106, PAGES 18 & 19, PLAT Nos. E5468 & E5469

IN TAX DISTRICT  
SCALE: 1"=10'  
ANNE ARUNDEL COUNTY, MARYLAND  
AUGUST 2004

**GLW/GUTSCHICK LITTLE & WEBBER, P.A.**  
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS  
3009 NATIONAL PARKWAY, SUITE 200, MIDDLEVILLE OFFICE PARK  
MIDDLEVILLE, MD 21075-1020  
TEL: 301-481-4641 FAX: 301-286-2514

SHEET 4 OF 6

JOB # 03-018

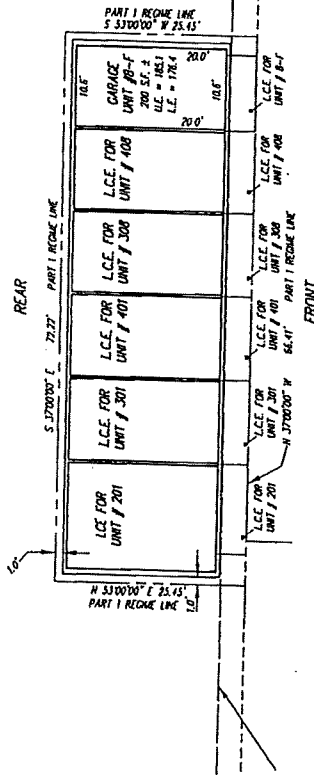
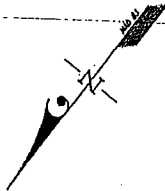
RECORDED:	PLAT NO.
BOOK	PAGE
DES.	DATE TECH.
CHK.	

Order: FG3V8JQ88  
 Address: 8615 Wandering Fox Trl Unit 201  
 Order Date: 09-27-2019  
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GARAGE BUILDING NO. 8

CONDOMINIUM PLAT

8608 WANDERING FOX CONDOMINIUM ASSOCIATION, INC.

CEDAR RIDGE AT PINEY ORCHARD

PART OF PHASE 4

BOOK 106, PAGE 18 & 19, PLAT Nos. E5468 & E5469

4th TAX DISTRICT

SCALE: 1"=10'

JUNE 1988

AVON

AVON

AVON

AVON

AVON

AVON

GLW GUTSCHICK LITTLE & WEBER, P.A.

CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS

3009 HARBOR DRIVE - SUITE 200 - BETHESDA, MARYLAND 20814

TEL: 301-417-8073 FAX: 301-417-8074

JOB / 03-018

SHEET 6 OF 6

RECORDED: \_\_\_\_\_ PLAT NO. \_\_\_\_\_

BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_

DES: \_\_\_\_\_

CADD TECH: \_\_\_\_\_

CHK: \_\_\_\_\_

Order: FG3V8JQ88

Address: 6615 Wandering Fox Trl Unit 201

Order Date: 09-27-2019

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8608 Wandering Fox Condominium Association, Inc.

BUILDING	UNIT	ADDRESS	GARAGE	UNIT TYPE
Building 8	104	8608 Wandering Fox Trail	Integral	B
Building 8	105	8608 Wandering Fox Trail	Integral	B
Building 8	106	8608 Wandering Fox Trail	Integral	C
Building 8	201	8608 Wandering Fox Trail	8609 Wandering Fox Trail, # A	A
Building 8	202	8608 Wandering Fox Trail	Integral	D
Building 8	203	8608 Wandering Fox Trail	Integral	C
Building 8	204	8608 Wandering Fox Trail	Integral	B
Building 8	205	8608 Wandering Fox Trail	Integral	B
Building 8	206	8608 Wandering Fox Trail	Integral	C
Building 8	207	8608 Wandering Fox Trail	Integral	D
Building 8	208	8608 Wandering Fox Trail	Integral	A
Building 8	301	8608 Wandering Fox Trail	8609 Wandering Fox Trail, # B	A
Building 8	302	8608 Wandering Fox Trail	Integral	D
Building 8	303	8608 Wandering Fox Trail	Integral	C
Building 8	304	8608 Wandering Fox Trail	Integral	B
Building 8	305	8608 Wandering Fox Trail	Integral	B
Building 8	306	8608 Wandering Fox Trail	Integral	C
Building 8	307	8608 Wandering Fox Trail	Integral	D
Building 8	308	8608 Wandering Fox Trail	8609 Wandering Fox Trail, # D	A
Building 8	401	8608 Wandering Fox Trail	8609 Wandering Fox Trail, # C	A
Building 8	402	8608 Wandering Fox Trail	Integral	D
Building 8	403	8608 Wandering Fox Trail	Integral	C
Building 8	404	8608 Wandering Fox Trail	Integral	B
Building 8	405	8608 Wandering Fox Trail	Integral	B
Building 8	406	8608 Wandering Fox Trail	Integral	C
Building 8	407	8608 Wandering Fox Trail	Integral	D
Building 8	408	8608 Wandering Fox Trail	8609 Wandering Fox Trail, # E	A
Building 8		8608 Wandering Fox Trail	Storage Room # 1	
Building 8		8608 Wandering Fox Trail	Storage Room # 2	
Building 8		8608 Wandering Fox Trail	Storage Room # 3	
Building 8		8608 Wandering Fox Trail	Storage Room # 4	

Garages

Building 8                      8609 Wandering Fox Trail, # F

State of Maryland  
Department of  
Assessments and Taxation



Parris N. Glendening  
*Governor*

Ronald W. Wincholt  
*Director*

Paul B. Anderson  
*Administrator*

Center Division

BRUCE D BROWN  
SISKIND GRADY ROSEN HOOVER & LEVIN  
STE 100

Date: 12-23-2002

2 HOPKINS PLZ  
BALTIMORE

MD 21201-2930

This letter is to confirm acceptance of the following filing:

ENTITY NAME: . . . 8608 WANDERING FOX CONDOMINIUM ASSOCIATION, INC.  
DEPARTMENT ID : D07138977  
TYPE OF REQUEST : ARTICLES OF INCORPORATION  
DATE FILED : 11-26-2002  
TIME FILED : 08:32-AM  
RECORDING FEE : \$20.00  
ORG. & CAP FEE : \$20.00  
FILING NUMBER : 1000361987814724  
CUSTOMER ID : 0001008535  
WORK ORDER NUMBER : 0000669170

PLEASE VERIFY THE INFORMATION CONTAINED IN THIS LETTER. NOTIFY THIS DEPARTMENT  
IN WRITING IF ANY INFORMATION IS INCORRECT. INCLUDE THE CUSTOMER ID AND THE WORK  
ORDER NUMBER ON ANY INQUIRIES.

Order: FG3V8JQ88  
Address: 8615 Wandering Fox Trl Unit 201  
Order Date: 09-27-2019  
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The Fountainhead Title Group  
10025 Governor Warfield Parkway  
Suite 400 B  
Columbia, Maryland 21044

AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
CEDAR RIDGE COMMUNITY ASSOCIATION, INC.

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS of Cedar Ridge Community Association, Inc. (herein called this "Amendment"), made this 24<sup>th</sup> day of June, 2004 by BEAZER HOMES CORP., a Tennessee corporation (hereinafter referred to as the "Declarant").

W I T N E S S E T H : **BOOK 15019 PAGE 421**

WHEREAS, the Declarant is the Owner of certain property in the Fourth Tax District of Anne Arundel County, Maryland; and

WHEREAS, the Declarant has previously executed a Declaration of Covenants, Conditions and Restrictions which was recorded among the Land Records of Anne Arundel County, Maryland in Liber 14779, Page 034 et seq. (the "Declaration"); and

WHEREAS, as contemplated in accordance with the provisions of the Declaration with respect to annexation of additional property the Declarant now desires to add the property described herein to the property subjected to the aforesaid Declaration and membership in Cedar Ridge Community Association, Inc.

RPD # 70215  
REC'D # 3025  
Jun 28, 2004 01:19 pm

NOW, THEREFORE, for the purposes aforesaid, the Declarant does hereby state and declares as follows:

1. Submission of Additional Property to the Declaration and the Association. The Declarant desires to and does hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the Fourth Tax District of Anne Arundel County, Maryland, described on Exhibit 1, attached hereto and incorporated herein and being those four (4) pieces or parcels of land being part of Phase 5 as shown on a plat entitled "First Amended, Plat 2 of 2, Condominium Phasing Plat, Cedar Ridge at Pinney Orchard" recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 106, folio 19; together with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining;

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in the Plats described in this Paragraph 1 (the "Subdivision Plats").

Order: FG3V8JQ88  
Address: 8615 Wandering Fox Trl Unit 201

C 11:19

2. Property Subject to the Declaration. As provided in the Declaration, upon the recording of this Amendment to the Declaration, the Lots described herein are subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to subject the Lots described herein to the covenants, conditions and restrictions.

3. Definitions. All terms used herein shall have the meanings specified in the Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration to be executed on its behalf, on the date and year first above written.

WITNESS:

Melissa Kettelberger

BEAZER HOMES CORP.

Joseph D. Fortino  
Joseph D. Fortino  
Attorney-in-Fact

(Seal)

STATE OF MARYLAND, COUNTY OF Howard, TO WIT:

I HEREBY CERTIFY that on this 24 day of June, 2004, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Joseph D. Fortino, the Attorney-in-Fact of Beazer Homes Corp., a Tennessee corporation, who made oath in due form of law that he is authorized to execute this Amendment to the Declaration of Covenants, Conditions and Restrictions of Cedar Ridge Community Association, Inc., on behalf of said corporation and acknowledged this document to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Laurene A. McIsaac  
NOTARY PUBLIC

My Commission Expires:

LAURENE A. McISAAC  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires May 1, 2007

Order: FG328JQ88

Address: 8615 Wandering Fox Trl Unit 201

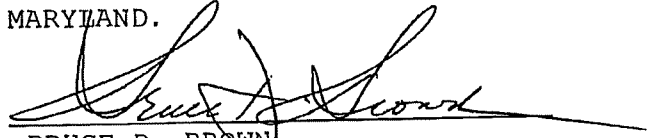
Order Date: 09-27-2019

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BOOK 15019 PAGE 423

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS PREPARED UNDER MY DIRECTION AND I AM AN ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS FOR THE STATE OF MARYLAND.

  
BRUCE D. BROWN

Return to:  
BRUCE D. BROWN, ESQUIRE  
SISKIND, GRADY, ROSEN & HOOVER, P.A.  
2 Hopkins Plaza, Suite 1100  
Baltimore, Maryland 21201

2100.010\Amendment  
bdb:6.24.04

Order: FG3\38JQ88

Address: 8615 Wandering Fox Trl Unit 201

Order Date: 09-27-2019

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# GLW GUTSCHICK, LITTLE & WEBER, PA.

CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS

3909 National Drive, Suite 250 • Burtonsville Office Park • Burtonsville, MD 20866  
Tel: 301-421-4024 • Balt: 410-880-1820 • DC/VA: 301-989-2524 • Fax: 301-421-4186

David S. Weber, P.E., Prof. L. S.  
David L. Little, P.E.  
Carlton K. Gutschick, P.E.

BOOK 15019 PAGE 424

ASSOCIATES

June 23, 2004

Kevin A. Foster, ASLA, AICP  
Thomas C. O'Connor, Jr., Prof. L.S., P.E.  
Michael J. Trappen, P.E.

EXHIBIT A

BEING all of Phase 5 as shown on a plat entitled "\*FIRST AMENDED, PLAT 2 OF 2, CONDOMINIUM PHASING PLAT, CEDAR RIDGE AT PINEY ORCHARD" and recorded among the Land Records of Anne Arundel County in Book 106 Page 19 Plat No. E5469, and containing 1.1042 acres of land.

The Fountainhead Title Group  
10025 Governor Warfield Parkway  
Suite 400 B  
Columbia, Maryland 21044

L:\CADD\DRAWINGS\03018\WB\03018-hoa-1-8604.doc

Order: FG3V8JQ88

Address: 8615 Wandering Fox Trl Unit 201

AA CIRCUIT COURT (Land Records) [MSA CE 59-15363] RPD 15019, p. 0424, Printed 02/12/2008, Online 07/26/2004.

Order Date: 06-27-2019  
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GUTSCHICK, LITTLE & WEBER, PA. 3014214186

Jun 24 04 01:59p



State of Maryland Land Instrument Intake Sheet **15019** **PAGE 425**  
 Baltimore City  County: **ANNE ARUND** **BOOK**

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.  
 (Type or Print in Black Ink Only—All Copies Must Be Legible)

(  Check Box If addendum Intake Form is Attached.)

1	Type(s) of Instruments	<input type="checkbox"/> Deed	<input type="checkbox"/> Mortgage	<input checked="" type="checkbox"/> Other <b>Declaration of Conveyance</b>	<input type="checkbox"/> Other <b>Declaration of Conveyance</b>			
		<input type="checkbox"/> Deed of Trust	<input type="checkbox"/> Lease	<input type="checkbox"/> Multiple Accounts	<input type="checkbox"/> Not an Arms-Length Sale			
2	Conveyance Type Check Box	<input type="checkbox"/> Improved Sale Arms-Length [1]	<input type="checkbox"/> Unimproved Sale Arms-Length [2]	<input type="checkbox"/> Multiple Accounts Arms-Length [3]	<input type="checkbox"/> Length Sale [9]			
		3 Tax Exemptions (If Applicable)		4 Consideration and Tax Calculations				
3 Tax Exemptions (If Applicable)		Recordation		Finance Office Use Only				
3 Tax Exemptions (If Applicable)		State Transfer		Transfer and Recordation Tax Consideration				
3 Tax Exemptions (If Applicable)		County Transfer		Transfer Tax Consideration \$				
3 Tax Exemptions (If Applicable)		County Transfer		X ( ) % = \$				
3 Tax Exemptions (If Applicable)		County Transfer		Less Exemption Amount - \$				
3 Tax Exemptions (If Applicable)		County Transfer		Total Transfer Tax = \$				
3 Tax Exemptions (If Applicable)		County Transfer		Recordation Tax Consideration \$				
3 Tax Exemptions (If Applicable)		County Transfer		X ( ) per \$500 = \$				
3 Tax Exemptions (If Applicable)		County Transfer		TOTAL DUE \$				
4	Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only				
		Purchase Price/Consideration \$		Transfer Tax Consideration \$				
		Any New Mortgage \$		X ( ) % = \$				
		Balance of Existing Mortgage \$		Less Exemption Amount - \$				
		Other: \$		Total Transfer Tax = \$				
		Other: \$		Recordation Tax Consideration \$				
		Other: \$		X ( ) per \$500 = \$				
		Full Cash Value \$		TOTAL DUE \$				
5	Fees	Amount of Fees		Doc. 1				
		Recording Charge \$		Doc. 2				
		Surcharge \$		Agent:				
		State Recordation Tax \$		Tax Bill:				
		State Transfer Tax \$		C.B. Credit:				
		County Transfer Tax \$		Ag. Tax/Other:				
		Other \$		Other \$				
		Other \$		Other \$				
6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG <input type="checkbox"/> (5)	
		Subdivision Name		Lot (3a)	Block (3b)	Sec/AR (3c)	Plat Ref.	SqFt/Acreage (4)
		Location/Address of Property Being Conveyed (2)						
		Other Property Identifiers (if applicable)					Water Meter Account No.	
		Residential <input type="checkbox"/> or Non-Residential <input type="checkbox"/> Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount:						
		Partial Conveyance? <input type="checkbox"/> Yes <input type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred:						
		If Partial Conveyance, List Improvements Conveyed:						
		Doc. 1 - Grantor(s) Name(s)			Doc. 2 - Grantor(s) Name(s)			
		Doc. 1 - Owner(s) of Record, if Different from Grantor(s)			Doc. 2 - Owner(s) of Record, if Different from Grantor(s)			
		Doc. 1 - Grantee(s) Name(s)			Doc. 2 - Grantee(s) Name(s)			
New Owner's (Grantee) Mailing Address								
7	Transferred From	Doc. 1 - Grantor(s) Name(s)			Doc. 2 - Grantor(s) Name(s)			
		Doc. 1 - Owner(s) of Record, if Different from Grantor(s)			Doc. 2 - Owner(s) of Record, if Different from Grantor(s)			
8	Transferred To	Doc. 1 - Grantee(s) Name(s)			Doc. 2 - Grantee(s) Name(s)			
		New Owner's (Grantee) Mailing Address						
9	Other Names to Be Indexed	Doc. 1 - Additional Names to be Indexed (Optional)			Doc. 2 - Additional Names to be Indexed (Optional)			
		New Owner's (Grantee) Mailing Address						
10	Contact/Mail Information	Instrument Submitted By or Contact Person					<input type="checkbox"/> Return to Contact Person	
		Name: Michelle Lohoefer (Doc)					<input type="checkbox"/> Hold for Pickup	
		Firm: The Fountainhead Title Group					<input type="checkbox"/> Return Address Provided	
Address: 1045 Governor Woodfield Pkwy 4013 Columbia Md 21046 Phone: ( ) 715-7670		11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER						
Assessment Information		Assessment Use Only - Do Not Write Below This Line						
Yes <input type="checkbox"/> No <input type="checkbox"/> Will the property being conveyed be the grantee's principal residence?		Assessment Use Only - Do Not Write Below This Line						
Yes <input type="checkbox"/> No <input type="checkbox"/> Does transfer include personal property? If yes, identify:		Assessment Use Only - Do Not Write Below This Line						
Yes <input type="checkbox"/> No <input type="checkbox"/> Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).		Assessment Use Only - Do Not Write Below This Line						
Terminal Verification <input type="checkbox"/> Agricultural Verification <input type="checkbox"/> Whole <input type="checkbox"/> Part <input type="checkbox"/> Tran. Process Verification <input type="checkbox"/>		Assessment Use Only - Do Not Write Below This Line						
Transfer Number: 20		Date Received: 20		Deed Reference:		Assigned Property No.:		
Year: 20		Geo. Zoning: 20		Map Grid: 20		Sub Plat: 20		
Land Use: 20		Parcel Use: 20		Ex. St. Ex. Cd.:		Lot Section: 20		
Buildings: 20		Town Cd.:		Ex. Cd.:		Ooc. Cd.:		
Total: 20		Town Cd.:		Ex. Cd.:		Ooc. Cd.:		
REMARKS: Address: 8615 Wandering Fox Trl Unit 201								
Order Date: 09/27/2010								

1

AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
CEDAR RIDGE COMMUNITY ASSOCIATION, INC.

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS of Cedar Ridge Community Association, Inc. (herein called this "Amendment"), made this 26 day of August, 2004 by BEAZER HOMES CORP., a Tennessee corporation (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, the Declarant is the Owner of certain property in the Fourth Tax District of Anne Arundel County, Maryland; and

WHEREAS, the Declarant has previously executed a Declaration of Covenants, Conditions and Restrictions which was recorded among the Land Records of Anne Arundel County, Maryland in Liber 9, Page 034 et seq. (the "Declaration"); and

WHEREAS, as contemplated in accordance with the provisions of the Declaration with respect to annexation of additional lots, the Declarant now desires to add the property described herein to the property subjected to the aforesaid Declaration and membership in Cedar Ridge Community Association, Inc.

NOW, THEREFORE, for the purposes aforesaid, the Declarant does hereby state and declares as follows:

1. Submission of Additional Property to the Declaration and the Association. The Declarant desires to and does hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the Fourth Tax District of Anne Arundel County, Maryland, described on Exhibit 1, attached hereto and incorporated herein; together with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining;

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in the Plats described in this Paragraph 1 (the "Subdivision Plats").

2. Property Subject to the Declaration. As provided in the Declaration, upon the recording of this Amendment to the Declaration, the Lots described herein are subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

REC'D SURG 20.00  
RECORDING FEE 26.00  
TOTAL 46.00  
Res# AA14 Rcft # 14533  
CMI 543  
Sen 02-2004 10:07 am

2004 SEP -2 A 10:29

Order: FG3V8JQ88  
Address: 8615 Wandering Fox Trl Unit 201  
Order Date: 09-27-2019  
Document not for resale  
HomeWiseDocs

The effect of the above declarations is to subject the Lots described herein to the covenants, conditions and restrictions.

3. Definitions. All terms used herein shall have the meanings specified in the Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration to be executed on its behalf, on the date and year first above written.

WITNESS:

*Melissa Kittelberger*

BEAZER HOMES CORP.

*Robert Gentry* (Seal)  
Robert G. Gentry  
Attorney-in-Fact

STATE OF MARYLAND, COUNTY OF Howard, TO WIT:

I HEREBY CERTIFY that on this 26 day of August, 2004, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert G. Gentry, the Attorney-in-Fact of Beazer Homes Corp., a Tennessee corporation, who made oath in due form of law that he is authorized to execute this Amendment to the Declaration of Covenants, Conditions and Restrictions of Cedar Ridge Community Association, Inc., on behalf of said corporation and acknowledged this document to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year aforesaid.

*Lauren McIsaac*  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_  
LAURENE A. McISAAC  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires May 1, 2007

Order: FG3V28JQ88

Address: 8615 Wandering Fox Trl Unit 201

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) [MSA CE 59-15639] Book RPD 15295, p. 0196. Printed 02/12/2008. Online 10/21/2004.

Order Date: 09-27-2019

Document not for resale

HomeWiseDocs

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS PREPARED UNDER MY DIRECTION AND I AM AN ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS FOR THE STATE OF MARYLAND.



BRUCE D. BROWN

Return to:  
BRUCE D. BROWN, ESQUIRE  
SISKIND, GRADY, ROSEN & HOOVER, P.A.  
2 Hopkins Plaza, Suite 1100  
Baltimore, Maryland 21201

2100.010\Amendment  
bdb:8.24.04

# GLW GUTSCHICK, LITTLE & WEBER, PA.

CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS

3909 National Drive, Suite 250 • Burtonsville Office Park • Burtonsville, MD 20866  
Tel: 301-421-4024 • Balt: 410-880-1820 • DC/VA: 301-989-2524 • Fax: 301-421-4186

David S. Weber, P.E., Prof. L. S.  
David L. Little, P.E.  
Carlton K. Gutschick, P.E.

August 26, 2004

ASSOCIATES  
Kevin A. Foster, ASLA, AICP  
Thomas C. O'Connor, Jr., Prof. L.S., P.E.  
Michael J. Trappen, P.E.

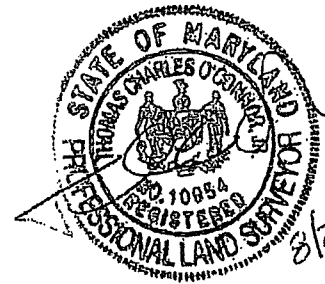
## EXHIBIT A

BEING all of Phase 4 as shown on a plat entitled "FIRST AMENDED, PLAT 2 OF 2, CONDOMINIUM PHASING PLAT, CEDAR RIDGE AT PINEY ORCHARD" and recorded among the Land Records of Anne Arundel County in Book 106 Page 19 Plat No. E5469, and containing 2.0761 acres of land.

Saving and excepting part of Phase 4 as shown on aforesaid plat and being more particularly described as follows:

Beginning for the same at a point removed South 50°05' 40" West, 16.33 feet from the northeasterly end of the common or South 53°00'00" West, 98.00 feet of said Phases 1 and 4; thence running so as to cross and divide said Phase 4, the following two (2) courses and distances

1. South 53°03' 41" West, 79.44 feet to a point removed North 71°18'08" East, 2.37 feet from the southwesterly end of said common line; thence
2. North 36°56'19" West, 0.74 feet to a point on said common line; thence running with and along said common line
3. North 53°00'00" East, 79.44 feet to a point; thence leaving said common line and running so as to cross and divide said Phase 4, the following course and distance
4. South 36 °56'19" East, 0.83 feet the point of beginning, containing 62 square feet or 0.0014 of an acre of land



L:\CADD\DRAWINGS\03018\MB\03018-hoa-1-8608.dwg FG3V8JQ88

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) [MSA CE 59-15639] Book RPD 15295, p. 0198. Printed 02/12/2008. Online  
10/21/2004.

Address: 8615 Wandering Fox Trl Unit 201  
Order Date: 09-27-2019  
Document not for resale  
HomeWiseDocs

15295 0199

State of Maryland Land Instrument Intake Sheet
Baltimore City County: Anne Arundel

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.
(Type or Print in Black Ink Only - All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording Validation

1 Type(s) of Instruments
2 Conveyance Type Check Box
3 Tax Exemptions (if Applicable)
Cite or Explain Authority

4 Consideration and Tax Calculations
5 Fees
Consideration Amount
Finance Office Use Only
Transfer and Recordation Tax Consideration

6 Description of Property
SDAT requires submission of all applicable information.
A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

7 Transferred From
Doc. 1 - Grantor(s) Name(s)
Doc. 2 - Grantor(s) Name(s)

8 Transferred To
Doc. 1 - Grantee(s) Name(s)
Doc. 2 - Grantee(s) Name(s)

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

10 Contact/Mail Information
Instrument Submitted By or Contact Person
Name: Michele Lohoefer
Firm: The Fountainhead Group

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Assessment Information
Yes No Will the property being conveyed be the grantee's principal residence?

Assessment Use Only - Do Not Write Below This Line
Terminal Verification
Transfer Number: 20
Date Received: 20
Deed Reference:
Assigned Property No.:

AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
CEDAR RIDGE COMMUNITY ASSOCIATION, INC.

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS of Cedar Ridge Community Association, Inc. (herein called this "Amendment"), made this 30th day of November, 2004 by BEAZER HOMES CORP., a Tennessee corporation (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, the Declarant is the Owner of certain property in the Fourth Tax District of Anne Arundel County, Maryland; and

WHEREAS, the Declarant has previously executed a Declaration of Covenants, Conditions and Restrictions which was recorded among the Land Records of Anne Arundel County, Maryland in Liber 14-779, Page 034 et seq. (the "Declaration"); and

WHEREAS, as contemplated in accordance with the provisions of the Declaration with respect to annexation of additional lands, the Declarant now desires to add the property described herein to the property subjected to the aforesaid Declaration and membership in Cedar Ridge Community Association, Inc.

NOW, THEREFORE, for the purposes aforesaid, the Declarant does hereby state and declares as follows:

1. Submission of Additional Property to the Declaration and the Association. The Declarant desires to and does hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the Fourth Tax District of Anne Arundel County, Maryland, described on Exhibit 1, attached hereto and incorporated herein; together with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining;

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in the Plats described in this Paragraph 1 (the "Subdivision Plats").

2. Property Subject to the Declaration. As provided in the Declaration, upon the recording of this Amendment to the Declaration, the Lots described herein are subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

RECORDING FEE 20.00  
TOTAL 40.00  
Rest # 32676  
Per 03/10/04 10:25 am

40

2004 DEC - 3 A 10: 29  
RECEIVED FOR RECORD  
CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

The effect of the above declarations is to subject the Lots described herein to the covenants, conditions and restrictions.

3. Definitions. All terms used herein shall have the meanings specified in the Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration to be executed on its behalf, on the date and year first above written.

WITNESS:

BEAZER HOMES CORP.

E. Joan Cooper Phua

Robert Gentry (Seal)  
Robert G. Gentry  
Vice President

Anne Arundel

STATE OF MARYLAND, County of Howard County, To Wit:

I HEREBY CERTIFY that on this 30th day of November, 2004, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert G. Gentry, the Vice President of Beazer Homes Corp., a Tennessee corporation, who made oath in due form of law that he is authorized to execute this Amendment to the Declaration of Covenants, Conditions and Restrictions of Cedar Ridge Community Association, Inc., on behalf of said corporation and acknowledged this document to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Julia L. Miller  
NOTARY PUBLIC

JULIA L. MILLER  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires July 28, 2008



My Commission Expires: \_\_\_\_\_

Order: FG3V2JQ88

Address: 8615 Wandering Fox Trl Unit 201

Order Date: 02-07-2005



BK 15656 PG 0652

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS PREPARED UNDER MY DIRECTION AND I AM AN ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS FOR THE STATE OF MARYLAND.

  
BRUCE D. BROWN

Return to:  
BRUCE D. BROWN, ESQUIRE  
SISKIND, GRADY, ROSEN & HOOVER, P.A.  
2 Hopkins Plaza, Suite 1100  
Baltimore, Maryland 21201

2100.010\Amendment  
BDB:11.29.04

Order: FG3V8JQ88

Address: 8615 Wandering Fox Trl Unit 201

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) (MSA CE 59-16000) Book RPD 15656 p. 0652. Printed 02/12/2008. Online 02/04/2005.

Document not for resale  
HomeWiseDocs

# GLW GUTSCHICK, LITTLE & WEBER, PA.

CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS

3909 National Drive, Suite 250 • Burtonsville Office Park • Burtonsville, MD 20866  
Tel: 301-421-4024 • Balt: 410-880-1820 • DC/VA: 301-989-2524 • Fax: 301-421-4186

David S. Weber, P.E., Prof. L. S.  
David L. Little, P.E.  
Carlton K. Gutschick, P.E.

November 22, 2004

ASSOCIATES  
Kevin A. Foster, ASLA, AICP  
Thomas C. O'Connor, Jr., Prof. L.S., P.E.  
Michael J. Trappen, P.E.

## EXHIBIT I

BEING all of Phase 3 as shown on a plat entitled "\*FIRST AMENDED, PLAT 2 OF 2, CONDOMINIUM PHASING PLAT, CEDAR RIDGE AT PINEY ORCHARD" and recorded among the Land Records of Anne Arundel County in Book 106 Page 19 Plat No. E5469, and containing 2.3869 acres of land.

BOOK 15656 PAGE 0653

L:\ACADD\DRAWINGS\03018\MBV03018-hoa\1-8615.doc F3V8JQ88

Address: 8615 Wandering Fox Trl Unit 201

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) (MSA CE 59-16000) Book RPD 15656, p. 0653. Printed 02/12/2008. Online 02/04/2005.

Document not for resale  
HomeWiseDocs

①

BK 15994 PG 0274

RETURN TO:  
THE FOUNTAINHEAD TITLE GROUP  
10025 GOVERNOR WARFIELD PKWY  
SUITE 400B  
Columbia, Md 21044

AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
CEDAR RIDGE COMMUNITY ASSOCIATION, INC.

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CEDAR RIDGE COMMUNITY ASSOCIATION, INC. (herein called this "Amendment"), made this 16<sup>th</sup> day of February, 2005 by BEAZER HOMES CORP., a Tennessee corporation (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, the Declarant is the Owner of certain property in the Fourth Tax District of Anne Arundel County, Maryland; and

WHEREAS, the Declarant has previously executed a Declaration of Covenants, Conditions and Restrictions which was recorded among the Land Records of Anne Arundel County, Maryland in Liber 14779, Page 034 et seq. (the "Declaration"); and

WHEREAS, as contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described herein to the property subjected to the aforesaid Declaration and membership in Cedar Ridge Community Association, Inc.

NOW, THEREFORE, for the purposes aforesaid, the Declarant does hereby state and declares as follows:

1. Submission of Additional Property to the Declaration and the Association. The Declarant desires to and does hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the Fourth Tax District of Anne Arundel County, Maryland, described on Exhibit 1, attached hereto and incorporated herein; together with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining;

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in the Plats described in this Paragraph 1 (the "Subdivision Plats").

2. Property Subject to the Declaration. As provided in the Declaration, upon the recording of this Amendment to the Declaration, the property described herein is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

RECORDED IN  
RECORDING FEE  
TOTAL  
63464  
66  
10:00 am  
Mar 01, 2005

2005 MAR - 1 A 10:08  
RECEIVED FOR RECORD  
CIRCUIT COURT FOR A.A. COUNTY

Order: FG3V8JQ88  
Address: 8615 Wandering Fox Trl Unit 201

The effect of the above declarations is to subject the Lots described herein to the covenants, conditions and restrictions.

3. Definitions. All terms used herein shall have the meanings specified in the Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration to be executed on its behalf, on the date and year first above written.

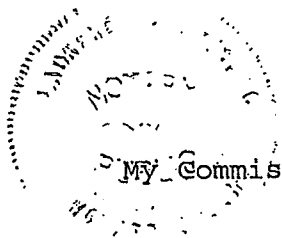
WITNESS: [Signature]

BEAZER HOMES CORP.  
[Signature] (Seal)  
Robert G. Gentry  
Vice President MD Div.

STATE OF MARYLAND, County of Howard County, To Wit:

I HEREBY CERTIFY that on this 16 day of February, 2005, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert G. Gentry, the Vice President of Beazer Homes Corp., a Tennessee corporation, who made oath in due form of law that he is authorized to execute this Amendment to the Declaration of Covenants, Conditions and Restrictions of Cedar Ridge Community Association, Inc., on behalf of said corporation and acknowledged this document to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year aforesaid.



[Signature]  
NOTARY PUBLIC  
LAURENE A. McISAAC  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires May 1, 2007

MY Commission Expires: \_\_\_\_\_

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS PREPARED UNDER MY DIRECTION AND I AM AN ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS FOR THE STATE OF MARYLAND.

[Signature]  
BRUCE D. BROWN

Order: FG3V821Q88

Address: 8615 Wandering Fox Trl Unit 201

Order Date: 03-27-2019

Document not for resale

HomeWiseDocs

BK 15994 PG 0276

Return to:  
BRUCE D. BROWN, ESQUIRE  
SISKIND, GRADY, ROSEN & HOOVER, P.A.  
2 Hopkins Plaza, Suite 1100  
Baltimore, Maryland 21201

2100.010\AmendmentDecl.21505

Order: FG3V8JQ88

Address: 8615 Wandering Fox Trl Unit 201

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) [MSA CE 59-16338] Book RPD 15994, p. 0276. Printed 02/12/2008. Online  
03/31/2005.

Order Date: 05-27-2019

Document not for resale  
HomeWiseDocs

**GLW GUTSCHICK, LITTLE & WEBER, P.A.****CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS**3909 National Drive, Suite 250 • Burtonsville Office Park • Burtonsville, MD 20866  
Tel: 301-421-4024 • Balt: 410-880-1820 • DC/VA: 301-989-2524 • Fax: 301-421-4186David S. Weber, P.E., Prof. L. S.  
David L. Little, P.E.  
Carlton K. Gutschick, P.E.ASSOCIATESKevin A. Foster, ASLA, AICP  
Thomas C. O'Connor, Jr., Prof. L.S., P.E.  
Michael J. Trappen, P.E.

February 18, 2005

## EXHIBIT A

**BEING** all of Phase 9 as shown on a plat entitled **"\*FIRST AMENDED, PLAT 2 OF 2, CONDOMINIUM PHASING PLAT, CEDAR RIDGE AT PINEY ORCHARD"** and recorded among the Land Records of Anne Arundel County, Maryland in Book 106 Page 19 Plat No. E5469, and containing 1.3331 acres of land.

**AND** also being part of Phase 10 as shown on aforesaid plat and being more particularly described as follows:

Beginning for the same at the southeasterly end of the common or South 37°00'00" East, 47.50 feet of said Phases 9 and 10; thence running reversely with and along said common line

1. North 37°00' 00" West, 1.29 feet to a point; thence leaving said common line and running so as to cross and divide said Phase 10, the following two (2) courses and distances
2. North 53°02'32" East, 78.34 feet to a point; thence
3. South 36°57'28" East, 1.23 feet to a point on the common or North 53°00'00" East, 125.00 feet line of said Phases 9 and 10, 78.34 feet from the southwesterly end thereof; thence running reversely with and along said common line
4. South 53°00'00" West, 78.34 feet the point of beginning, containing .99 square feet or 0.0023 of an acre of land.

**AND** also being part of Phase 6 as shown on plat entitled **"\*SECOND AMENDED, PLAT 2 OF 2, CONDOMINIUM PHASING PLAT, CEDAR RIDGE AT PINEY ORCHARD"** and recorded among the Land Records of Anne Arundel County in Book 107 Page 44 Plat No. E5544 and being more particularly described as follows:

Beginning for the same at a point on the common or North 53°00'00" East, 43.50 feet line of said Phases 6 and 9, 23.96 feet from the southwesterly end thereof; thence running with and along a part of said common line

1. North 53°00' 00" East, 18.00 feet to a point, 1.54 feet from the northeasterly end thereof; thence leaving said common line and running so as to cross and divide said Phase 6, the following three (3) courses and distances
2. South 37°00'00" East, 9.00 feet to a point; thence
3. South 53°00'00" West, 18.00 feet to a point; thence
4. North 37°00'00" West, 9.00 feet the point of beginning, containing 162 square feet or 0.0037 of an acre of land.

L:\CADD\DRAWINGS\03018\MB\FLUTTERING LEAF\03018-hoa-8615-n-1.doc

Order: EG2V61088

Address: 8615 Wandering Fox Trl, U

Order Date: 09-27-2019

Document not for resale

HomeWiseDocs

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) [MSA CE 59-16338] Book RPD 15994, p. 0277. Printed 02/12/2008.

03/31/2005.



2/21/05

BK 16237PG0187

AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
CEDAR RIDGE COMMUNITY ASSOCIATION, INC.

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CEDAR RIDGE COMMUNITY ASSOCIATION, INC. (herein called this "Amendment"), made this 20 day of April, 2005 by BEAZER HOMES CORP., a Tennessee corporation (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, the Declarant is the Owner of certain property in the Fourth Tax District of Anne Arundel County, Maryland; and

WHEREAS, the Declarant has previously executed a Declaration of Covenants, Conditions and Restrictions which was recorded among the Land Records of Anne Arundel County, Maryland in Liber 14779, Page 034 et seq. (the "Declaration"); and

WHEREAS, as contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described herein to the property subjected to the aforesaid Declaration and membership in Cedar Ridge Community Association, Inc.

IMP FD SURE \$ 20.00  
RECORDING FEE 28.02  
TOTAL 48.02  
Book # 32296  
Page # 6780  
APR 20 2005 02:07 PM

NOW, THEREFORE, for the purposes aforesaid, the Declarant does hereby state and declares as follows:

1. Submission of Additional Property to the Declaration and the Association. The Declarant desires to and does hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the Fourth Tax District of Anne Arundel County, Maryland, described on Exhibit 1, attached hereto and incorporated herein; together with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining;

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in the Plats described in this Paragraph 1 (the "Subdivision Plats").

2. Property Subject to the Declaration. As provided in the Declaration, upon the recording of this Amendment to the Declaration, the property described herein is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

RECEIVED FOR RECORD  
CIRCUIT COURT FOR A.A. COUNTY

2005 APR 28 P 2:14

Order: FG3V8JQ88  
Address: 8615 Wandering Fox Trl Unit 201

The effect of the above declarations is to subject the Lots described herein to the covenants, conditions and restrictions.

3. Definitions. All terms used herein shall have the meanings specified in the Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration to be executed on its behalf, on the date and year first above written.

WITNESS:

Lita Marie Jaw

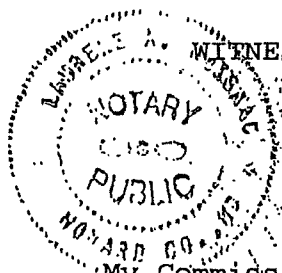
BEAZER HOMES CORP.

Robert Gentry (Seal)  
Robert G. Gentry  
Vice President, Maryland Division

STATE OF MARYLAND, City/County of Howard To Wit:

I HEREBY CERTIFY that on this 20 day of April, 2005, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert G. Gentry, the Vice President of the Maryland Division of Beazer Homes Corp., a Tennessee corporation, who made oath in due form of law that he is authorized to execute this Amendment to the Declaration of Covenants, Conditions and Restrictions of Cedar Ridge Community Association, Inc., on behalf of said corporation and acknowledged this document to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Laune McIsaac  
NOTARY PUBLIC

My Commission Expires:

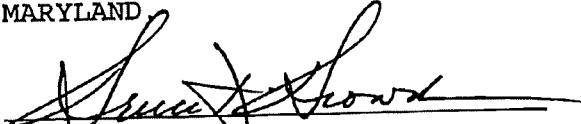
LAURENE A. McISAAC  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires May 1, 2007

Order: FG3V8JQ88  
Address: 8615 Wandering Fox Trl Unit 201  
Order Date: 08-27-2016  
Document not for resale  
HomeWiseDocs



BK 16237PG0189

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS PREPARED UNDER MY  
DIRECTION AND I AM AN ATTORNEY ADMITTED TO PRACTICE BEFORE THE  
COURT OF APPEALS FOR THE STATE OF MARYLAND.

  
BRUCE D. BROWN

Return to:  
BRUCE D. BROWN, ESQUIRE  
SISKIND, GRADY, ROSEN & HOOVER, P.A.  
2 Hopkins Plaza, Suite 1100  
Baltimore, Maryland 21201

2100.010\AmendmentDecl.41805

Order: FG3V8JQ88  
Address: 8615 Wandering Fox Trl Unit 201  
Order Date: 09-27-2019  
Document not for resale  
HomeWiseDocs

**GLW GUTSCHICK, LITTLE & WEBER, PA.****CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS**3909 National Drive, Suite 250 • Burtonsville Office Park • Burtonsville, MD 20866  
Tel: 301-421-4024 • Balt: 410-880-1820 • DC/VA: 301-989-2524 • Fax: 301-421-4186David S. Weber, P.E., Prof. L. S.  
David L. Little, P.E.  
Carlton K. Gutschick, P.E.

April 20, 2005

**ASSOCIATES**Kevin A. Foster, ASLA, AICP  
Thomas C. O'Connor, Jr., Prof. L.S., P.E.  
Michael J. Trappen, P.E.**DESCRIPTION OF****8621 FLUTTERING LEAF CONDOMINIUM ASSOCIATION, INC.**

**BEING** four (4) pieces or parcels of land, situate, lying and being in the 4<sup>th</sup> Tax District of Anne Arundel County, Maryland; the same being part of Phase 6 as shown on a plat entitled "**\*\*SECOND AMENDED, PLAT 2 OF 2, CONDOMINIUM PHASING PLAT, CEDAR RIDGE AT PINEY ORCHARD\*\***" and recorded in Book 107 Page 44 Plat No. E5544 and part of Phase 7 as shown on a plat entitled "**\*\*FIRST AMENDED, PLAT 2 OF 2, CONDOMINIUM PHASING PLAT, CEDAR RIDGE AT PINEY ORCHARD\*\***" and recorded in Book 106 Page 19 Plat No. E5469, both among the Land Records of Anne Arundel County, Maryland and being more particularly described, in four (4) parts, as follows:

**PART 1:**

**BEGINNING** for the said piece or parcel of land on the southeasterly or 317.62 feet arc line of said Phase 6, 71.62 feet along the arc distance from northeasterly end thereof, said point also being on the northwesterly right of way line of Piney Orchard Parkway; thence running with and along a part of said southeasterly arc line and northwesterly right of way line

1. 201.96 feet along the arc of a non-tangential curve deflecting to the left, having a radius of 3,310.00 feet and a chord bearing and distance of South 60°25'41" West, 201.93 feet to a point; thence leaving said lines and running so as to cross and divide said Phase 6, the following nine (9) courses and distances:
2. North 37° 35' 07" West, 190.40 feet to a point; thence
3. North 53° 00' 00" East, 88.21 feet to a point; thence
4. North 37° 00' 00" West, 31.70 feet to a point; thence
5. North 53° 00' 00" East, 10.00 feet to a point; thence
6. South 37° 00' 00" East, 21.70 feet to a point; thence
7. North 53° 00' 00" East, 17.03 feet to a point; thence
8. South 37° 00' 00" East, 10.00 feet to a point; thence
9. North 53° 00' 00" East, 86.94 feet to a point; thence
10. South 37° 00' 00" East, 216.50 feet to the point of beginning; containing 41,201 square feet or 0.9459 of an acre of land.

**PART 2:**

**BEGINNING** for the said piece or parcel of land at a point removed North 51°26'37" West, 103.49 feet from the southeasterly end of the 2<sup>nd</sup> or North 37° 35' 07" West, 190.40 feet line of the above described Part 1; thence running so as cross and divide said Phase 6, the following four (4) courses and distances

Order: FG3V8JQ88

L:\CADD\DRAWINGS\03018\MB\FLUTTERING LEAF\03018\_8621\_FL\_condo.doc

AA CIRCUIT COURT (Land Records) [MSA CE 59-16581] RPD 16237, p. 0190. Printed 02/12/2008, Online 05/18/2005.

Document not for resale  
HomeWiseDocs

DESCRIPTION OF 8621 FLUTTERING LEAF  
CONDOMINIUM ASSOCIATION, INC.

1. South 53° 04' 39" West, 24.89 feet to a point; thence
2. North 36° 55' 21" West, 72.30 feet to a point; thence
3. North 53° 04' 39" East, 25.10 feet to a point; thence
4. South 36° 45' 25" East, 72.30 feet to the point of beginning; containing 1,807 square feet or 0.0415 of an acre of land.

PART 3:

**BEGINNING** for the said piece or parcel of land at a point removed North 73° 35' 00" East, 25.59 feet from the northwesterly end of the common or North 37° 00' 00" West, 80.00 feet line of Phases 6 and 9 as shown on said plat; thence running so as to cross and divide said Phase 6, the following four (4) courses and distances

1. North 53° 00' 00" East, 18.00 feet to a point; thence
2. South 37° 00' 00" East, 36.00 feet to a point; thence
3. South 53° 00' 00" West, 18.00 feet to a point; thence
4. North 37° 00' 00" West, 36.00 feet to the point of beginning; containing 648 square feet or 0.0149 of an acre of land.

PART 4:

**BEGINNING** for the said piece or parcel of land at the southeasterly end of the common or South 37° 00' 00" East, 42.00 feet line of Phases 6 and 7 as shown on said plat; thence leaving said common line and running so as to cross and divide said Phase 6, the following three (3) courses and distances

1. South 53° 00' 00" West, 45.00 feet to a point; thence
2. North 37° 00' 00" West, 18.00 feet to a point; thence
3. North 53° 00' 00" East, 45.00 feet to a point on the said common line of said Phases 6 and 7, 24.00 feet from the northwesterly end thereof; thence running so as to cross and divide said Phase 7, the following three (3) courses and distances
4. North 53° 00' 00" East, 9.00 feet to a point; thence
5. South 37° 00' 00" East, 18.00 feet to a point; thence
6. South 53° 00' 00" West, 9.00 feet to the point of beginning; containing 972 square feet or 0.0223 of an acre of land.

After recording, please refer to

Faintly recorded Title

10025 Governor Warfield Plwy

Suite 400B

Columbia MD

21044

Attn: Brian Resnick

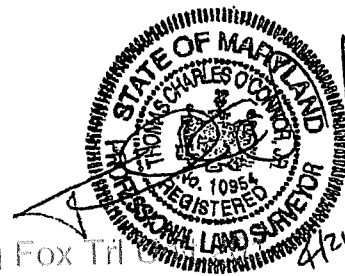
Order: FG3V8JQ88

Address: 8615 Wandering Fox Trl

RPD 16237, p. 0191 Printed 02/12/2008, Online 05/18/2005.

Document not for resale

HomeWiseDocs



4/21/05

BK 16479PG05781

AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
CEDAR RIDGE COMMUNITY ASSOCIATION, INC.

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CEDAR RIDGE COMMUNITY ASSOCIATION, INC. (herein called this "Amendment"), made this 22 day of June, 2005 by BEAZER HOMES CORP., a Tennessee corporation (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, the Declarant is the Owner of certain property in the Fourth Tax District of Anne Arundel County, Maryland; and

WHEREAS, the Declarant has previously executed a Declaration of Covenants, Conditions and Restrictions which was recorded among the Land Records of Anne Arundel County, Maryland in Liber 14779, Page 034 et seq. (the "Declaration"); and

WHEREAS, as contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described herein to the property subjected to the aforesaid Declaration and membership in Cedar Ridge Community Association, Inc.

TMP FD SURE \$ 20.00  
RECORDING FEE 20.00  
TOTAL 40.00  
Net # 45027  
PK # 5627  
12:31 PM

NOW, THEREFORE, for the purposes aforesaid, the Declarant does hereby state and declares as follows:

1. Submission of Additional Property to the Declaration and the Association. The Declarant desires to and does hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the Fourth Tax District of Anne Arundel County, Maryland, described on Exhibit 1, attached hereto and incorporated herein; together with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining;

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in the Plats described in this Paragraph 1 (the "Subdivision Plats").

2. Property Subject to the Declaration. As provided in the Declaration, upon the recording of this Amendment to the Declaration, the property described herein is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

Order: FG3V8JQ88  
Address: 8615 Wandering Fox Trl Unit 201  
[MSA CE 59-16823] Book RPD 16479, p. 0578. Printed 02/12/2008. Online  
Order Date: 09-27-2019  
Document not for resale  
HomeWiseDocs

2005 JUN 24 P 12:35  
RECEIVED FOR RECORD  
ANNE ARUNDEL COUNTY

DK 16479PG0579

The effect of the above declarations is to subject the Lots described herein to the covenants, conditions and restrictions.

3. Definitions. All terms used herein shall have the meanings specified in the Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration to be executed on its behalf, on the date and year first above written.

WITNESS:

Julie Miller

BEAZER HOMES CORP.

Robert Gentry (Seal)  
Robert G. Gentry  
Vice President, Maryland Division

STATE OF MARYLAND, City/County of Howard To Wit:

I HEREBY CERTIFY that on this 22 day of June, 2005, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert G. Gentry, the Vice President of the Maryland Division of Beazer Homes Corp., a Tennessee corporation, who made oath in due form of law that he is authorized to execute this Amendment to the Declaration of Covenants, Conditions and Restrictions of Cedar Ridge Community Association, Inc., on behalf of said corporation and acknowledged this document to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Lauren McIsaac  
NOTARY PUBLIC

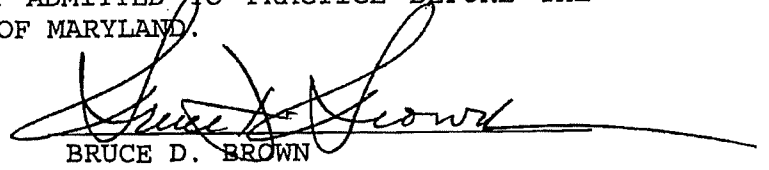
My Commission Expires: \_\_\_\_\_  
LAURENE A. McISAAC  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires May 1, 2007

Order: FG3V28JQ88

Address: 8615 Wandering Fox Trl Unit 201

BK 16479PG0580'

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS PREPARED UNDER MY DIRECTION AND I AM AN ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS FOR THE STATE OF MARYLAND.



BRUCE D. BROWN

Return to:  
BRUCE D. BROWN, ESQUIRE  
SISKIND, GRADY, ROSEN & HOOVER, P.A.  
2 Hopkins Plaza, Suite 1100  
Baltimore, Maryland 21201

2100.010\AmendmentDecl.41805

# GLW GUTSCHICK, LITTLE & WEBER, P.A.

CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS

3909 National Drive, Suite 250 • Burtonsville Office Park • Burtonsville, MD 20866  
 Tel: 301-421-4024 • Alt: 410-880-1820 • DC/VA: 301-989-2524 • Fax: 301-421-4186

David S. Weber, P.E., Prof. L. S.  
 David L. Little, P.E.  
 Carlton K. Gutschick, P.E.

ASSOCIATES  
 Kevin A. Foster, ASLA, AICP  
 Thomas C. O'Connor, Jr., Prof. L.S., P.E.  
 Michael J. Trappen, P.E.

June 16, 2005

EXHIBIT **A**

**BEING** all of Phase 7 as shown on a plat entitled "**\*FIRST AMENDED, PLAT 2 OF 2, CONDOMINIUM PHASING PLAT, CEDAR RIDGE AT PINEY ORCHARD**" and recorded among the Land Records of Anne Arundel County, Maryland in Book 106 Page 19 Plat No. E5469 and containing 2.5737 acres of land.

**SAVING AND EXCEPTING** part of Phase 7 as shown on a plat entitled "**\*FIRST AMENDED, PLAT 2 OF 2, CONDOMINIUM PHASING PLAT, CEDAR RIDGE AT PINEY ORCHARD**" and recorded among the Land Records of Anne Arundel County, Maryland in Book 106 Page 19 Plat No. E5469 and being more particularly described as follows:

Beginning for the same at the southeasterly end of the common or South 37°00'00" East, 42.00 feet line of Phases 6 and 7 as shown on said plat; thence running reversely with and along a part of said common line

1. North 37°00' 00" West, 18.00 feet to a point, 24.00 feet from the northwesterly end thereof; thence leaving said common line and running so as to cross and divide said Phase 7, the following three (3) courses and distances
2. North 53°00'00" East, 9.00 feet to a point; thence
3. South 37°00'00" East, 18.00 feet to a point; thence
4. South 53°00'00" West, 9.00 feet the point of beginning, containing 162 square feet or 0.0037 of an acre of land.

**AND** also being part of Phase 10 as shown on a plat entitled "**\*FIRST AMENDED, PLAT 2 OF 2, CONDOMINIUM PHASING PLAT, CEDAR RIDGE AT PINEY ORCHARD**" and recorded among the Land Records of Anne Arundel County, Maryland in Book 106 Page 19 Plat No. E5469 and being more particularly described as follows:

**BEGINNING** for the said piece or parcel of land at a point removed North 37°00'00" West, 90.92 feet from the northwesterly end of the common or South 37°00'00" East, 93.00 feet line of said Phases 6 and 10; thence running so as to cross and divide said Phase 10, the following four (4) courses and distances

1. North 37° 00'00" West, 9.00 feet to a point; thence
2. North 53° 00'00" East, 18.00 feet to a point; thence

LACADD\DRAWINGS\03018\BMB\FLUTTERING LEAF\03018-hoa-8612-n-1.doc  
 Order: EG3V81088

Address: 8615 Wandering Fox Trl Unit 201  
 Order Date: 09-27-2019  
 ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) [MSA CE 59,16823] Book RPD 16479, p. 0581. Printed 02/12/2008. Online 07/20/2005.

Document not for resale  
 HomeWiseDocs

DESCRIPTION EXHIBIT A

- 3. South 37° 00'00" East, 9.00 feet to a point; thence
- 4. South 53° 00'00" West, 18.00 feet to the point of beginning; containing 162 square feet or 0.0037 of an acre of land

AND also being part of Phase 6 as shown on a plat entitled "\*\*SECOND AMENDED, PLAT 2 OF 2, CONDOMINIUM PHASING PLAT, CEDAR RIDGE AT PINEY ORCHARD" and recorded among the Land Records of Anne Arundel County, Maryland in Book 107 Page 44 Plat No. E5544 and being more particularly described as follows:

Beginning for the same at the southeasterly end of the common or South 37°00'00" East, 80.00 feet line of Phases 6 and 7 as shown on said plat; thence leaving said common line and running so as to cross and divide said Phase 6, the following three (3) courses and distances

- 1. South 53°00' 00" West, 1.32 feet to a point; thence
- 2. North 37°03'12" West, 25.18 feet to a point; thence
- 3. North 52°56'48" East, 1.34 feet to a point on the said common line of said Phases 6 and 7, 25.18 feet from the southeasterly end thereof; thence running with and along a part said common line
- 4. South 37°00'00" East, 25.18 feet the point of beginning, containing 33 square feet or 0.0008 of an acre of land.



Order: FG3V8JQ88

Address: 8615 Wandering Fox Trl Unit 201



AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
CEDAR RIDGE COMMUNITY ASSOCIATION, INC.

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CEDAR RIDGE COMMUNITY ASSOCIATION, INC. (herein called this "Amendment"), made this 14 day of September, 2005 by BEAZER HOMES CORP., a Tennessee corporation (hereinafter referred to as the "Declarant").

W I T N E S S E T H :

WHEREAS, the Declarant is the Owner of certain property in the Fourth Tax District of Anne Arundel County, Maryland; and

WHEREAS, the Declarant has previously executed a Declaration of Covenants, Conditions and Restrictions which was recorded among the Land Records of Anne Arundel County, Maryland in Liber 14779, Page 034 et seq. (the "Declaration"); and

WHEREAS, as contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described herein to the property subjected to the aforesaid Declaration and membership in Cedar Ridge Community Association, Inc.

IMP. FID. SURV. \$ 20.00  
RECORDING FEE 20.00  
TOTAL 40.00  
RES. MAP. RPT. \$ 44054  
RPT. FEE \$ 3748  
SEP 22, 2005 02:34 PM

NOW, THEREFORE, for the purposes aforesaid, the Declarant does hereby state and declares as follows:

1. Submission of Additional Property to the Declaration and the Association. The Declarant desires to and does hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the Fourth Tax District of Anne Arundel County, Maryland, described on Exhibit 1, attached hereto and incorporated herein; together with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining;

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in the Plats described in this Paragraph 1 (the "Subdivision Plats").

2. Property Subject to the Declaration. As provided in the Declaration, upon the recording of this Amendment to the Declaration, the property described herein is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

Order: FG3V8JQ88

Address: 8615 Wandering Fox Trl Unit 201

Order Date: 09-27-2019

Document not for resale

HomeWiseDocs

The effect of the above declarations is to subject the Lots described herein to the covenants, conditions and restrictions.

3. Definitions. All terms used herein shall have the meanings specified in the Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration to be executed on its behalf, on the date and year first above written.

WITNESS:

Angela S. Beazer

BEAZER HOMES CORP.

Robert Gentry (Seal)  
Robert G. Gentry  
Vice President, Maryland Division

STATE OF MARYLAND, City/County of Howard To Wit:

I HEREBY CERTIFY that on this 14 day of September 2005, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert G. Gentry, the Vice President of the Maryland Division of Beazer Homes Corp., a Tennessee corporation, who made oath in due form of law that he is authorized to execute this Amendment to the Declaration of Covenants, Conditions and Restrictions of Cedar Ridge Community Association, Inc., on behalf of said corporation and acknowledged this document to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Lauren McIsaac  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

LAURENE A. McISAAC  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires May 1, 2007

Order: FG3V2JQ88

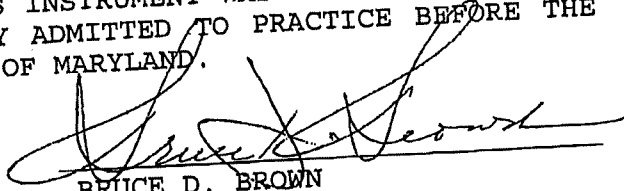
Address: 8615 Wandering Fox Trl Unit 201

Order Date: 09-27-2019

Document not for resale

HomeWiseDocs

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS PREPARED UNDER MY  
DIRECTION AND I AM AN ATTORNEY ADMITTED TO PRACTICE BEFORE THE  
COURT OF APPEALS FOR THE STATE OF MARYLAND.



BRUCE D. BROWN

Return to:  
BRUCE D. BROWN, ESQUIRE  
SISKIND, GRADY, ROSEN & HOOVER, P.A.  
2 Hopkins Plaza, Suite 1100  
Baltimore, Maryland 21201

2100.010\AmendmentDecl.91305

# GLWGUTSCHICK, LITTLE & WEBER, P.A.

CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS

3909 National Drive, Suite 250 • Burtonsville Office Park • Burtonsville, MD 20866  
Tel: 301-421-4024 • Balt: 410-880-1820 • DC/VA: 301-989-2524 • Fax: 301-421-4186

## PRINCIPALS

David S. Weber, P.E., Prof. L. S.  
David L. Little, P.E.  
Carlton K. Gutschick, P.E.  
Kevin A. Foster, ASLA, AICP

## ASSOCIATES

Thomas C. O'Connor, Jr., Prof. L.S., P.E.  
Michael J. Trappen, P.E.

September 12, 2005

## EXHIBIT A

**BEING** all of Phase 10 as shown on a plat entitled "**\*FIRST AMENDED, PLAT 2 OF 2, CONDOMINIUM PHASING PLAT, CEDAR RIDGE AT PINEY ORCHARD**" and recorded among the Land Records of Anne Arundel County, Maryland in Book 106 Page 19 Plat No.E5469 and containing 1.4219 acres of land.

**SAVING AND EXCEPTING** parts of Phase 10 as shown on a plat entitled "**\*FIRST AMENDED, PLAT 2 OF 2, CONDOMINIUM PHASING PLAT, CEDAR RIDGE AT PINEY ORCHARD**" and recorded among the Land Records of Anne Arundel County, Maryland in Book 106 Page 19 Plat No. E5469 and being more particularly described, in two (2) parts, as follows:

### PART 1:

**BEGINNING** for the said piece or parcel of land at a point removed North 37°00'00" West, 90.92 feet from the northwesterly end of the common or South 37°00'00" East, 93.00 feet line of said Phases 9 and 10; thence running so as to cross and divide said Phase 10, the following four (4) courses and distances

1. North 37° 00'00" West, 9.00 feet to a point; thence
2. North 53° 00'00" East, 18.00 feet to a point; thence
3. South 37° 00'00" East, 9.00 feet to a point; thence
4. South 53° 00'00" West, 18.00 feet to the point of beginning; containing 162 square feet or 0.0037 of an acre of land

### PART 2:

**BEGINNING** for the same at the southeasterly end of the common or South 37°00'00" East, 47.50 feet of said Phases 9 and 10; thence running reversely with and along said common line

1. North 37°00' 00" West, 1.29 feet to a point; thence leaving said common line and running so as to cross and divide said Phase 10, the following two (2) courses and distances
2. North 53°02'32" East, 78.34 feet to a point; thence
3. South 36°57'28" East, 1.23 feet to a point on the common or North 53°00'00" East, 125.00 feet line of said Phases 9 and 10, 78.34 feet from the southwesterly

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DESCRIPTION EXHIBIT A

Page 2 of 2  
September 12, 2005

- end thereof; thence running reversely with and along said common line
4. South 53°00'00" West, 78.34 feet the point of beginning, containing 99 square feet or 0.0023 of an acre of land.

AND also being part of Phase 8 as shown on a plat entitled "\*FIRST AMENDED, PLAT 2 OF 2, CONDOMINIUM PHASING PLAT, CEDAR RIDGE AT PINEY ORCHARD" and recorded among the Land Records of Anne Arundel County, Maryland in Book 106 Page 19 Plat No. E5469 and being more particularly described as follows:

**BEGINNING** for the said piece or parcel of land at the southwesterly end of the common or South 53°00'00" West, 100.58 feet line of said Phases 8 and 10; thence running so as to cross and divide said Phase 8, the following three (3) courses and distances

5. North 37° 00'00" West, 9.00 feet to a point; thence
6. North 53° 00'00" East, 18.00 feet to a point; thence
7. South 37° 00'00" East, 9.00 feet to a point on the said common line of Phases 8 and 10; thence running with and along a part of said common line
8. South 53° 00'00" West, 18.00 feet to the point of beginning; containing 162 square feet or 0.0037 of an acre of land



Order: FG3V8JQ88  
 Address: 8615 Wandering Fox Trl Unit 201  
 Order Date: 09-27-2019  
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AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
CEDAR RIDGE COMMUNITY ASSOCIATION, INC.

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CEDAR RIDGE COMMUNITY ASSOCIATION, INC. (herein called this "Amendment"), made this 6<sup>th</sup> day of January, 2006 by BEAZER HOMES CORP., a Tennessee corporation (hereinafter referred to as the "Declarant").

W I T N E S S E T H :

WHEREAS, the Declarant is the Owner of certain property in the Fourth Tax District of Anne Arundel County, Maryland; and

WHEREAS, the Declarant has previously executed a Declaration of Covenants, Conditions and Restrictions which was recorded among the Land Records of Anne Arundel County, Maryland in Liber 14779, Page 001 et seq. (the "Declaration"); and

WHEREAS, as contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described herein to the property subjected to the aforesaid Declaration and membership in Cedar Ridge Community Association, Inc.

NOW, THEREFORE, for the purposes aforesaid, the Declarant does hereby state and declares as follows:

1. Submission of Additional Property to the Declaration and the Association. The Declarant desires to and does hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the Fourth Tax District of Anne Arundel County, Maryland, described on Exhibit 1, attached hereto and incorporated herein; together with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining;

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in the Plats described in this Paragraph 1 (the "Subdivision Plats").

2. Property Subject to the Declaration. As provided in the Declaration, upon the recording of this Amendment to the Declaration, the property described herein is subject to the covenants, conditions and restrictions set forth in the aforesaid Declaration, including the lien for assessments created thereunder.

IMP FD SURE \$ 20.00  
RECORDING FEE 20.00  
TOTAL 40.00  
Res# AA14 Rcpt # 52045  
RPD TET Blk # 3324  
Jan 13, 2006 12:25 PM

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CIRCUIT COURT FOR A.A. COUNTY

2006 JAN 13 P 12:31

Order: FG3V8JQ88  
Address: 8615 Wandering Fox Trl Unit 201  
Order Date: 09-27-2019  
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HomeWiseDocs

The effect of the above declarations is to subject the Lots described herein to the covenants, conditions and restrictions.

3. Definitions. All terms used herein shall have the meanings specified in the Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration to be executed on its behalf, on the date and year first above written.

WITNESS:

Angela S. Becker

BEAZER HOMES CORP.

Robert Gentry (Seal)  
Robert G. Gentry  
Vice President, Maryland Division

STATE OF MARYLAND, City/County of Howard To Wit:

I HEREBY CERTIFY that on this 6 day of January, 2005<sup>6</sup>, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert G. Gentry, the Vice President of the Maryland Division of Beazer Homes Corp., a Tennessee corporation, who made oath in due form of law that he is authorized to execute this Amendment to the Declaration of Covenants, Conditions and Restrictions of Cedar Ridge Community Association, Inc. On behalf of said corporation and acknowledged this document to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Laurene A. McIsaac  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_  
LAURENE A. McISAAC  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires May 1, 2007

Order: FG3V8JQ88

Address: 8615 Wandering Fox Trl Unit 201

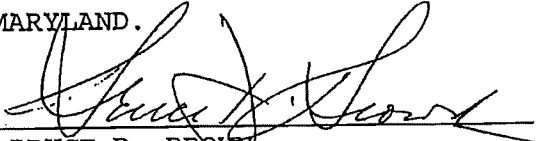
Order Date: 09-27-2019

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BK 17356 PG 386

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS PREPARED UNDER MY DIRECTION AND I AM AN ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS FOR THE STATE OF MARYLAND.

  
BRUCE D. BROWN

Return to:  
BRUCE D. BROWN, ESQUIRE  
SISKIND, GRADY, ROSEN & HOOVER, P.A.  
2 Hopkins Plaza, Suite 1100  
Baltimore, Maryland 21201

2100.010\AmendmentDecl.91305



# GLWGUTSCHICK, LITTLE & WEBER, P.A.

CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS

December 19, 2005

## EXHIBIT I

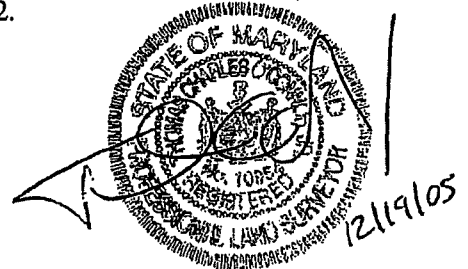
**BEING** all of Phase 8 as shown on a plat entitled "**\*FIRST AMENDED, PLAT 2 OF 2, CONDOMINIUM PHASING PLAT, CEDAR RIDGE AT PINEY ORCHARD**" and recorded among the Land Records of Anne Arundel County, Maryland in Book 106 Page 19 Plat No.E5469 and containing 3.2276 acres of land.

**SAVING AND EXCEPTING** part of Phase 8 as shown on a plat entitled "**\*FIRST AMENDED, PLAT 2 OF 2, CONDOMINIUM PHASING PLAT, CEDAR RIDGE AT PINEY ORCHARD**" and recorded among the Land Records of Anne Arundel County, Maryland in Book 106 Page 19 Plat No. E5469 and being more particularly described as follows:

**BEGINNING** for the said piece or parcel of land at the southwesterly end of the common or South 53°00'00" West, 100.58 feet line of Phases 8 and 10; thence running so as to cross and divide said Phase 8, the following three (3) courses and distances

1. North 37° 00'00" West, 9.00 feet to a point; thence
2. North 53° 00'00" East, 18.00 feet to a point; thence
3. South 37° 00'00" East, 9.00 feet to a point on the said common line of Phases 8 and 10; thence running with and along a part of said common line
4. South 53° 00'00" West, 18.00 feet to the point of beginning; containing 162 square feet or 0.0037 of an acre of land.

The licensee below was in responsible charge over the preparation of this metes and bounds description and the surveying work reflected in it, all in compliance with requirements set forth in COMAR Title 09, Subtitle 13, Chapter 06, Regulation .12.



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AA CIRCUIT COURT (Land Records) [MSA CE 59-17700] RPD 17356, p. 0387. Printed 02/12/2008. Online 02/24/2006.

Address: 8615 Wandering Fox Trl Unit 201  
Order Date: 09-27-2019  
3909 National Drive, Suite 250 • Burtonsville Office Park • Burtonsville, MD 20866  
Tel: 301-421-4024 • Balt: 410-880-1820 • DC/VA: 301-989-2524 • Fax: 301-421-4186 • www.glwpa.com

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AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
CEDAR RIDGE COMMUNITY ASSOCIATION, INC.

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CEDAR RIDGE COMMUNITY ASSOCIATION, INC. (herein called this "Amendment"), made this 4th day of May, 2006 by BEAZER HOMES CORP., a Tennessee corporation (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, the Declarant is the Owner of certain property in the Fourth Tax District of Anne Arundel County, Maryland; and

WHEREAS, the Declarant has previously executed a Declaration of Covenants, Conditions and Restrictions which was recorded among the Land Records of Anne Arundel County, Maryland in Liber 14779, Page 1 et seq. (the "Declaration"); and

WHEREAS, as contemplated in accordance with the provisions of the Declaration with respect to annexation of additional land, the Declarant now desires to add the property described herein to the property subjected to the aforesaid Declaration and membership in Cedar Ridge Community Association, Inc.

NOW, THEREFORE, for the purposes aforesaid, the Declarant does hereby state and declares as follows:

1. Submission of Additional Property to the Declaration and the Association. The Declarant desires to and does hereby submit to the covenants, conditions and restrictions established under the Declaration aforesaid all those certain lots or parcels of land located in the Fourth Tax District of Anne Arundel County, Maryland, described on Exhibit 1, attached hereto and incorporated herein; together with all buildings constructed thereon and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining;

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in the Plats described in this Paragraph 1 (the "Subdivision Plats").

2. Property Subject to the Declaration. As provided in the Declaration, upon the recording of this Amendment to the Declaration, the property described herein is subject to the covenants, conditions and restrictions set forth in the aforesaid

REC'D DIST 4  
RECORDING DIV  
JUL 14 2006  
REC'D AME  
REC'D 74572  
BLK 8 6589  
JUL 14 2006

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JUL 15 10 12 04

Declaration, including the lien for assessments created thereunder.

The effect of the above declarations is to subject the Lots described herein to the covenants, conditions and restrictions.

3. Definitions. All terms used herein shall have the meanings specified in the Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration to be executed on its behalf, on the date and year first above written.

WITNESS:

Lauren McIsaac

BEAZER HOMES CORP.

Robert Gentry (Seal)  
Robert G. Gentry  
Vice President, Maryland Division

STATE OF MARYLAND, City/County of Howard To Wit:

I HEREBY CERTIFY that on this 4 day of May, 2006, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert G. Gentry, the Vice President of the Maryland Division of Beazer Homes Corp., a Tennessee corporation, who made oath in due form of law that he is authorized to execute this Amendment to the Declaration of Covenants, Conditions and Restrictions of Cedar Ridge Community Association, Inc., on behalf of said corporation and acknowledged this document to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Lauren McIsaac  
NOTARY PUBLIC

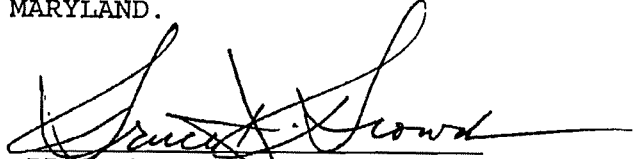
My Commission Expires:

LAURENE A. McISAAC  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires May 1, 2007

Order: FG3V28JQ88

Address: 8615 Wandering Fox Trl Unit 201

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS PREPARED UNDER MY DIRECTION AND I AM AN ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS FOR THE STATE OF MARYLAND.



BRUCE D. BROWN

Return to:  
BRUCE D. BROWN, ESQUIRE  
SISKIND, GRADY, ROSEN & HOOVER, P.A.  
2 Hopkins Plaza, Suite 1100  
Baltimore, Maryland 21201

2100.010\AmendmentDecl.CedarRidge.4706

Order: FG33/8JQ88

Address: 8615 Wandering Fox Trl Unit 201

AA CIRCUIT COURT (Land Records) [MSA CE 59-18279] RPD 17935, p. 0487. Printed 02/12/2008; Online 06/23/2006.

Order Date: 05-27-2019  
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# GLWGUTSCHICK, LITTLE & WEBER, P.A.

CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS, LANDSCAPE ARCHITECTS

May 16, 2006

EXHIBIT 1

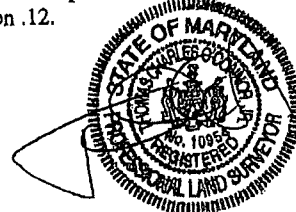
BEING all of Phase 11 as shown on a plat entitled "\*\*FIRST AMENDED, PLAT 2 OF 2, CONDOMINIUM PHASING PLAT, CEDAR RIDGE AT PINEY ORCHARD" and recorded among the Land Records of Anne Arundel County, Maryland in Book 106 Page 19 Plat No. E5469 and containing 2.4940 acres of land.

SAVING AND EXCEPTING part of Phase 11 as shown on a plat entitled "\*\*FIRST AMENDED, PLAT 2 OF 2, CONDOMINIUM PHASING PLAT, CEDAR RIDGE AT PINEY ORCHARD" and recorded among the Land Records of Anne Arundel County, Maryland in Book 106 Page 19 Plat No. E5469 and being more particularly described as follows:

BEGINNING for the said piece or parcel of land at a point on the common or North 53°00'00" East, 427.50 feet line of Phases 11 and 12, 224.07 feet from the southwesterly end thereof; thence running with and along a part of said common line

1. North 53° 00'00" East, 21.57 feet to a point; thence running so as to cross and divide said Phase 11, the following three (3) courses and distances
2. South 36° 53'13" East, 18.11 feet to a point; thence
3. South 53° 06'47" West, 21.57 feet to a point; thence
4. North 36° 53'13" West, 18.07 feet to the point of beginning; containing 390 square feet or 0.0090 of an acre of land.

The licensee below was in responsible charge over the preparation of this metes and bounds description and the surveying work reflected in it, all in compliance with requirements set forth in COMAR Title 09, Subtitle 13, Chapter 06, Regulation .12.



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3909 National Drive, Suite 250 • Burtonsville Office Park • Burtonsville, MD 20866  
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Order: FG3V8JQ88

Address: 8615 Wandering Fox Trl Unit 201

Order Date: 09-27-2019

**CEDAR RIDGE COMMUNITY ASSOCIATION, INC.**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (the "Declaration") is made on this 24<sup>th</sup> day of April, 2004, by **BEAZER HOMES CORP.**, a Tennessee corporation, herein referred to as the "Declarant".

**EXPLANATORY STATEMENTS**

1. The Declarant is the owner of certain real property located in Anne Arundel County, State of Maryland, more particularly described in "Exhibit A" hereof and on the Plats entitled "First Amended Plat 1 of 2, Condominium Phasing Plat, Cedar Ridge at Piney Orchard" and "First Amended Plat 2 of 2, Condominium Phasing Plat, Cedar Ridge at Piney Orchard," (the "Plats"), recorded among the Land Records of Anne Arundel County in Plat Book 106, Pages 18 and 19, Plat Numbers E5468 and E5469, respectively, as may be amended from time to time.

2. The Declarant desires to provide for the preservation of values and amenities in the community being developed on the Property and for maintenance of certain Common Areas; and to this end desires to subject the Property, as hereinafter defined, and as described in the aforesaid Plats, to the covenants, conditions, easements, liens, charges, and restrictions, hereinafter set forth, each and all of which is and are for the benefit of the Property and the subsequent owners.

3. The Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the community to create an association to which are delegated and assigned the powers and duties of maintaining and administering the Common Areas, as hereinafter defined, administering and enforcing the within covenants and restrictions and collecting and disbursing the charges and assessments hereinafter created.

4. The Declarant has formed (or intends to form) Cedar Ridge Community Association, Inc., a homeowners association as that term is defined in Title 11B of the Real Property Article Annotated Code of Maryland, for the purposes of carrying out the powers and duties aforesaid.

**NOW, THEREFORE**, Declarant hereby declares that the Property shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions and easements set forth in this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with such Property and be binding on all parties having any right, title or interest in all or any portion of the Property, their heirs, personal representatives, successors, transferees and assigns, and which shall inure to the benefit of each Owner thereof.

Order: FG3V8JQ88

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Order Date: 03-27-2019

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**ARTICLE 1**  
**DEFINITIONS**

Section 1.1 "*Association*" shall mean and refer to Cedar Ridge Community Association, Inc., a nonstock Maryland corporation, its successors and assigns.

Section 1.2 "*Common Expenses*" shall mean and refer to the actual and estimated expenses of operating the Association including, without limitation, a reasonable reserve and expenses for the maintenance of the Common Areas in accordance with the provisions of Article 6 hereof, all as may be found to be necessary or appropriate by the Board of Directors of the Association pursuant to this Declaration, the Articles of Incorporation and the By-Laws of the Association.

Section 1.3 "*Common Areas*" shall mean all real property now or hereafter owned, leased, or maintained by the Association (including the improvements thereto) for the common use and enjoyment of the Owners. The Common Areas shall include, as of the date of this Declaration, the following:

(a) The real property (including the improvements located or constructed thereon) now or hereafter owned by the Association;

(b) All landscaping, exterior street lights, utilities (except for those which are common elements of any Subassociation located upon the Property), trash collection (excluding collection within Condominium building perimeters) and removal areas and facilities, and storm water management ponds located upon the Property (regardless of whether such facilities are located within the boundaries of a particular Subassociation); and

(c) All gatehouses, roadways, sidewalks, parking spaces and other paved surfaces located within the Development, unless such roadways, sidewalks, or other paved surfaces are shown and designated as common elements upon any recorded plat of any of the Subassociations. Certain parking areas located on the Property, as designated on the Plats or the plats of any particular Subassociation, shall be reserved for the exclusive use of the Owners of Units located within said Subassociations.

(d) All recreational facilities to the extent constructed by the Declarant within or upon the Property which may include a community center, swimming pool, tennis courts, bocci court, horseshoe pit, sitting areas, gazebo(s) and path systems.

Section 1.4 "*Community-Wide Standard*" shall mean the standard of conduct, maintenance or other activity generally prevailing in the Project. Such standard may be more specifically determined and set forth by the Board of Directors.

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Order Date: 09/27/2019  
Printed 02/12/2008. Online 06/11/2004.

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Section 1.5 "*Declarant*" shall mean, Beazer Homes Corp., its successors and assigns, but only to the extent that all or any portion of the rights, reservations, easements, interests, exemptions, privileges and/or powers of the Declarant are specifically assigned or transferred to any such successors or assigns by an instrument in writing.

Section 1.6 "*Eligible Mortgage Holder*" shall mean a holder, insurer, or guarantor of a Mortgage on a Residential Unit who has submitted a written request for notice from the Association of amendments to the Association documents or other significant matters which would affect the interests of the mortgagee.

Section 1.7 "*Piney Orchard Association*" shall mean and refer to Piney Orchard Community Association, Inc. and the "*Piney Orchard Declaration*" shall mean and refer to that certain Declaration of Covenants, Conditions and Restrictions of Piney Orchard Community Association, Inc. recorded among the aforesaid Land Records in Liber 5006, Page 135 *et. seq.*, as amended or supplemented from time to time.

Section 1.8 "*Member*" shall mean and refer to every person, group of persons, corporation, partnership, trust, or other legal entity, or any combination thereof, who holds any class of membership in the Association.

Section 1.9 "*Mortgagee*" shall mean the holder of any recorded mortgage or the party secured or beneficiary of any recorded deed of trust, encumbering a Residential Unit. "Mortgage," as used herein, shall include deeds of trust. As used in this Declaration, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. In the event any mortgage is insured by the Federal Housing Administration ("FHA") or guaranteed by the Department of Veterans Affairs ("VA"), then as to such mortgage the expressions "mortgagee" and "institutional mortgagee" shall include the FHA or the VA as the circumstances may require, acting, respectively, through the Federal Housing Commission and the Secretary of Veterans Affairs or through other duly authorized agents.

Section 1.10 "*Owner*" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Residential Unit which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.11 "*Plats*" shall mean and refer to those certain plats entitled "First Amended Plat 1 of 2, Condominium Phasing Plat, Cedar Ridge at Piney Orchard" and "First Amended Plat 2 of 2, Condominium Phasing Plat, Cedar Ridge at Piney Orchard," (the "Plats"), recorded among the Land Records of Anne Arundel County in Plat Book 106, Pages 18 and 19, Plat Numbers E5468 and E5469, respectively, as may be amended from time to time.

Section 1.12 "*Project*" as used in this Declaration shall refer to the Property.

Section 1.13 "*Property*" shall mean and refer to that certain real property described in

Order: FG3V8JQ88

Address: 8615 Wandering Fox Trl Unit 201



Section 1.13 "Property" shall mean and refer to that certain real property described in "Exhibit A," and such additional property as is annexed into the Association in accordance with the provisions of Article 2, Section 2.2 of this Declaration.

Section 1.14 "Residential Unit" or "Unit" shall mean and refer to any condominium unit, single family dwelling, townhouse dwelling, apartment or other dwelling used for residential purposes.

Section 1.15 "Subassociation" shall mean and refer to any Maryland nonstock corporation or unincorporated association (other than the Association) located upon the Property, and its successors and assigns, established in accordance with the Maryland Homeowners Association Act or the Maryland Condominium Act. It is the present intention of the Declarant (which intention may be modified in the sole discretion of the Declarant) to construct and establish eleven (11) separate condominium regimes upon the Property in eleven phases, to be known as follows:

- (a) 8604 Wandering Fox Condominium Association, Inc. ("8604 Wandering Fox");
- (b) 8605 Wandering Fox Condominium Association, Inc. ("8605 Wandering Fox");
- (c) 8608 Wandering Fox Condominium Association, Inc. ("8608 Wandering Fox");
- (d) 8615 Wandering Fox Condominium Association, Inc. ("8615 Wandering Fox");
- (e) 8608 Fluttering Leaf Condominium Association, Inc. ("8608 Fluttering Leaf");
- (f) 8610 Fluttering Leaf Condominium Association, Inc. ("8610 Fluttering Leaf");
- (g) 8612 Fluttering Leaf Condominium Association, Inc. ("8612 Fluttering Leaf");
- (h) 8615 Fluttering Leaf Condominium Association, Inc. ("8615 Fluttering Leaf");
- (i) 8621 Fluttering Leaf Condominium Association, Inc. ("8621 Fluttering Leaf");
- (j) 8600 Roaming Ridge Condominium Association, Inc. ("8600 Roaming Ridge");
- (k) 8601 Roaming Ridge Condominium Association, Inc. ("8601 Roaming Ridge");

Section 1.16 "Units" shall mean and refer to any Residential Units, collectively.

Order: EG3V8JQ88

Address: 8615 Wandering Fox Trl Unit 201

Order Date: 06/27/2004

AA CIRCUIT COURT (Land Records) [MSA CE 59-15123] RPD 14779, p. 0004, Printed 02/12/2008, Online 06/11/2004.

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ARTICLE 2

**DECLARANT'S RIGHT TO SUBJECT PROPERTY TO DECLARATION**

Section 2.1 Property Subject to this Declaration. The Property shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration.

Section 2.2 Annexation. The Declarant, its successors and assigns, without the assent of the Class A Member, may annex to the Property all or any portion of the additional land located in Anne Arundel County and more particularly described on "Exhibit B" attached to this Declaration; provided, however, that in the event any portion of the Property (including the additional land being annexed) has been approved for federally insured mortgage financing purposes by the Federal Housing Administration or the Veterans Administration, the prior written consent of such approving agency to the annexation shall be required. Any annexations made pursuant to this Article, or otherwise, shall be made by recording an Amendment to this Declaration among the Land Records of Anne Arundel County, which Amendment shall extend the scheme of the within covenants, conditions and restrictions to such annexed property. Such Amendment may contain such supplementary additions and modifications to the covenants, conditions and restrictions set forth in the within Declaration as may be necessary to reflect the different character or use, if any, of such annexed property.

Section 2.3 Common Area. As of the date of recordation of this Declaration, the Common Area owned or to be owned by the Association is as described in Article 1, Section 1.3 hereof.

ARTICLE 3

**PROPERTY RIGHTS**

Section 3.1 Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas, including an easement for the use and enjoyment of the streets, sidewalks, and walkways which comprise the Common Areas, which shall be appurtenant to and shall pass with the title to every Residential Unit subject to the following provisions:

- (a) the right of the Association to charge reasonable and uniform admission and other fees for the use of the Common Areas;
- (b) the right of the Association to limit the number of guests of Owners utilizing the Common Areas;
- (c) the right of the Association to establish uniform rules and regulations pertaining to the use of the Common Areas including, but not limited to, parking areas and recreational facilities;

Order: EG3V8JQ88

Address: 8615 Wandering Fox Trl Unit 201

(d) the right of the Association, the Declarant, utility companies and other owners with respect to the easements established by this Declaration;

(e) the right of the Association, in accordance with its Articles of Incorporation and By-Laws, and with the consent of two-thirds (2/3rds) of each class of Members, to borrow money for the purpose of improving the Common Areas in a manner designed to promote the enjoyment and welfare of the Members;

(f) the right of the Declarant, as more fully set forth in this Declaration, to grant easements, to utilize reserved rights and easements, and to otherwise utilize the Common Areas as it deems appropriate in connection with the development of the Project;

(g) the right of the Association, acting by and through its Board, to grant easements, licenses or other rights of use of the Common Areas to persons or entities that are not Members of the Association for such consideration and on such terms and conditions as the Board may from time to time consider appropriate or in the best interest of the Association or the Property.

(h) the covenants, conditions and restrictions, rights of membership and other obligations set forth in the Piney Orchard Association Declaration, Articles of Incorporation and By-Laws.

**ARTICLE 4**  
**MEMBERSHIP AND VOTING RIGHTS**

**Section 4.1** **Membership.** Every Owner of a Residential Unit which is subject to assessments shall be a Member ("Member") of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Residential Unit which is subject to assessment.

**Section 4.2** **Voting Rights.** The Association shall initially have two (2) classes of voting membership, Class A and Class B, as follows:

**Class A.** With the exception of the Declarant (until expiration of the Class B Memberships as provided below), every Residential Unit Owner who is an Owner of any Residential Unit which is part of the Property shall be a Class A Member of the Association; provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation shall not be a Class A Member solely on account of such interest. When more than one (1) person or entity are Owners of any Unit, the vote for such Unit shall be exercised among those persons or entities as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Residential Unit owned by a Class A Member.

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Class B. The Class B Member shall be the Declarant, its nominee or nominees and shall include every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who shall obtain any Class B membership by specific assignment in writing from the Declarant.

The Class B Member shall be entitled to three (3) votes for each Class B Membership. Each Class B Membership shall lapse and become a nullity on the first to happen of the following events:

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

(b) upon the surrender of said Class B Memberships by the then holders thereof for cancellation on the books of the Association.

Upon the lapse or surrender of the Class B Memberships as provided for in this Article, the Declarant shall thereafter become a Class A Member of the Association as to each and every Unit which the Declarant then holds the interest otherwise required for such Class A Membership.

## **ARTICLE 5** **AGE RESTRICTIONS**

Section 5.1 Intent. The Association is intended to constitute housing intended and operated for occupancy by at least one person fifty-five (55) years of age or older per Residential Unit, to the extent required by the Housing for Older Persons Act of 1995 and Section 807(b)(2)(C) of the Fair Housing Act (42 U.S.C. 3607(b)(2)(C)) (the "Fair Housing Act").

### Section 5.2 Fair Housing Act Provisions.

(a) Subject to the provisions of Section 5.4, below, and exceptions otherwise authorized and approved by the Board, each Residential Unit must be occupied by at least one resident who is fifty-five (55) years of age or older.

(b) Residents under eighteen (18) years of age or younger are not permitted unless such person is (i) necessary to provide a reasonable accommodation to a handicapped resident, or (ii) is a handicapped dependent of a resident, only to the extent permitted and/or required by the provisions of the Fair Housing Act.

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(c) Guests of Owners or Residents who are under eighteen (18) years are permitted to stay in the Unit for periods of time not to exceed a total of sixty (60) days for each such guest in any one calendar year (with each calendar year being measured from January 1<sup>st</sup> through December 31<sup>st</sup> of any given year).

Section 5.3 Visitation. Nothing contained herein shall be deemed to prohibit the daily visitation by persons not otherwise permitted to occupy a Unit (including persons under eighteen (18) years of age who are family members or guests of the Owner or Occupant of a Unit), provided such visitation shall not be for a period of more than seventy-two (72) continuous hours.

Section 5.4 Exemptions. Subject to the provisions of the Fair Housing Act, a surviving spouse of an Owner or Resident who was fifty-five years of age or older may retain the occupancy of the Unit without regard to the age of the surviving spouse; provided, however, that the continued occupancy of the surviving spouse does not violate the requirements of the Fair Housing Act that at least eighty percent (80%) of the Units be occupied by a person who is fifty-five (55) years of age or older. In the event that less than eighty percent (80%) of the Units are occupied exclusively by persons who are fifty-five (55) years of age or younger, the Board may require the Owners or Residents to vacate the units in order to comply with the requirements of the Fair Housing Act. In the event that the Board requires that an Owner or Resident vacate their Unit, the Owner or Resident must vacate within one-hundred eighty (180) days from the date of death or permanent absence of the qualifying fifty-five (55) year old Owner or Resident.

Section 5.5 Qualification Under Fair Housing Act. The Board shall have the authority to adopt such rules and regulations as the Board may deem necessary or desirable to implement the foregoing restrictions and to ensure that the Property otherwise complies with the Fair Housing Act and any regulations promulgated thereunder. In the event that the exemptions relating to "Housing for Older Persons" under the Fair Housing Act, as applied to the Property, shall be modified, expanded, supplemented, clarified, defined, explained and/or limited, the Board shall have the authority to adopt rules and regulations modifying such restrictions to the extent deemed necessary or desirable by the Board in response thereto; provided, however, that no such rule or regulation shall cause or allow the Property to no longer qualify for exemption under the Fair Housing Act without the express prior written consent of the Declarant.

Section 5.6 Verification. Each Owner or Occupant of a Residential Unit, if and when requested to so do by the Board shall, promptly furnish the Board with the names and ages of all occupants of the Residential Unit and shall complete and submit such affidavits and other documents as the Board may reasonably request to verify the age of all Unit Occupants.

## ARTICLE 6 COVENANT FOR MAINTENANCE ASSESSMENTS

Section 6.1 Creation of the Lien and Personal Obligation for Assessments. There are hereby created assessments for Common Expenses as may be from time to time specifically

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authorized by the Board to be commenced at the time and in the manner set forth in this Article. Each Owner of any Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, and (ii) special assessments for capital improvements. The annual and special assessments, together with interest, costs, late fees and reasonable attorneys' fees, shall be a charge on the Unit (including all improvements thereon), and shall be a continuing lien upon the property against which each such assessment is made, provided the requirements of the Maryland Contract Lien Act, if applicable, have been fulfilled. Each such assessments, together with interest, costs, late fees and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot or Unit at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a prior Owner's successors in title unless expressly assumed by such successors.

Section 6.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property and for the improvement, maintenance, repair and replacement of the Common Areas, the payment of real estate taxes, assessments and utility services for the Common Areas, management fees, administration expenses, insurance and all other costs and expenses incurred by the Association in the proper conduct of its activities, including, without limitation, reserves for replacements or contingencies, and charges accruing under any cross-easement or other agreement (including, without limitation, any such agreement for the maintenance of any storm water management facility). The assessments may also be used for the maintenance, repair and replacement of any property or facilities serving or appurtenant to the Property which the Association is obligated or elects to maintain, whether or not such property or facilities are owned by the Association or are located within the Property (including, without limitation, any property or facilities which the Association is authorized to maintain pursuant to this Declaration). Neither annual or special assessments shall be utilized for the construction of capital improvements if such capital improvements are otherwise required to be constructed by the Developer.

Section 6.3 Maximum Annual Assessments. The initial maximum annual assessment applicable to the Residential Units shall be Nine Hundred Sixty-Three Dollars (\$963.00) per Residential Unit (the Maximum Annual Assessment"). The initial Maximum Annual Assessment on January 1 of the year immediately following the conveyance of a Residential Unit to a Unit Owner, and on January 1 of each subsequent year, shall automatically increase, without a vote of the Class A Membership by an amount equal to ten percent (10%) of the Maximum Annual Assessment for the immediately preceding year. At any time after January 1 of the year immediately following the first conveyance of a Unit to a Class A Member, and as often as is necessary or desirable, the Maximum Annual Assessment may be increased above the amount permitted above by an instrument signed by, or the affirmative vote of, Members entitled to case not less than fifty-one percent (51%) of the total authorized vote of the Class A and Class B Members.

If the Board determines that the functions of the Association may be properly

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funded by an annual assessment less than the applicable Maximum Annual Assessment for any fiscal year of the Association, then the Board may levy such lesser assessment as it deems appropriate. The levy of an annual assessment less than the applicable Maximum Annual Assessment for any fiscal year shall not affect the right of the Board to levy an annual assessment equal to the full amount of the applicable Maximum Annual Assessment for that year or any subsequent year.

The Board shall make a reasonable effort to prepare a budget at least thirty (30) days before the beginning each fiscal year. The budget shall include the estimated costs of operating the Association during the coming year and shall also include an amount sufficient to establish and maintain a reserve fund in accordance with a reserve fund budget separately prepared by the Board prepared pursuant to Section 6.10 hereof. The Board shall cause a copy of the budget, and the amount of the assessments to be levied against each Unit for the following year, to be delivered to each Owner at least fourteen (14) days prior to the commencement date of the new assessments. The budget and the assessments shall become effective unless a special meeting of the Association is duly held and at such special meeting the total budget and assessments are disapproved by a vote of at least a majority of both classes and Association Membership. Notwithstanding the foregoing, however, in the event the membership disapproves the budget or the Board fails for any reason to determine the budget for any fiscal year of the Association, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current fiscal year shall continue for the succeeding fiscal year. Upon resolution of the Board, installments of annual assessments may be levied and collected on a monthly, quarterly, semi-annual or annual basis. Any Class A Member may prepay one or more installments of any annual assessment levied by the Association, without premium or penalty.

Section 6.4 Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment or special assessments applicable to that year for such purposes as the Board may deem appropriate; provided that any such assessment apportioned among all Units which exceeds, in the aggregate, Ten Thousand Dollars (\$10,000.00) shall be approved by two thirds (2/3) of each class of the Members who are voting, in person or by proxy, at a meeting duly called for this purpose. Any special assessment of Ten Thousand Dollars (\$10,000.00) or less may be approved by majority vote of the Board. The Association may also levy a special assessment against any Owner to reimburse the Association for costs incurred in bringing any Owner or his Unit into compliance with the provisions of this Declaration, the Articles of Incorporation, the By-Laws and/or the rules and regulations of the Association. Such a special assessment may be levied upon the vote of the Board, after notice to the Owner and an opportunity for a hearing before the Board.

Section 6.5 Notice and Quorum. Written notice of any meeting called for the purpose of increasing the Maximum Annual Assessment above the amount specified in Section 6.3 hereof, or for the purpose of establishing a special assessment in accordance with Section 6.4 hereof, shall be sent to all Members not less than twenty-five (25) days nor more than ninety (90) days in advance of such meeting. At the first such meeting called, the presence of Members

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or of proxies entitled to cast sixty percent (60%) of all of the votes of the Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (½) 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 6.6 Declarant Duty to Fund Deficits. Any and all Units owned by the Declarant shall be exempt from assessment pursuant to this Article 6. During any fiscal year in which the Declarant owns one or more Residential Units, it shall be obligated to or for the account of the Association, at such time or times as is reasonably required by the Association an aggregate amount equaling the lesser of (a) the total amount which Developer would have owed to the Association if such Residential Units had been eligible for assessment during that fiscal year, or (b) the amount, if any, by which the expenses of the Association exceed the assessment levied against all Residential Units eligible for assessment for that fiscal year. Declarant shall be entitled to meet such funding obligations, by making, or causing one or more cash payments or in-kind distributions of goods or services, or any combinations thereof, and the Association shall have the right to enter into written or oral contracts with the Developer for contribution of such goods or services. Nothing in this paragraph or elsewhere in this Declaration shall be deemed to impose upon the Association or Declarant any duty whatsoever to refrain from increasing the respective amounts of any assessments from fiscal year to fiscal year or from levying any special assessment, all to the extent otherwise permitted by this Declaration.

Section 6.7 The Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to each Unit on the first day of the month following the date such Unit is conveyed to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall make reasonable efforts to fix the amount of the annual assessment against each Unit least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject hereto. The due date shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid. A properly executed certificate of the Association with the status of assessments on the Units, shall be binding on the Association as of the date of its issuance.

Section 6.8 Working Capital Fund. The Declarant may establish a working capital fund for the initial operation of the Association. Such working capital fund may be funded by a one-time assessment of one-sixth (1/6) the Maximum Annual Assessment then in effect for the Unit and shall be payable, if established, upon conveyance of title to such Unit from a Declarant to a third party.

Section 6.9 Effect of Non-Payment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid at a rate determined by the Board, up to the rate of eighteen percent (18%) per annum (or such lesser sum as VA and/or FHA may specify if any Unit subject to this Declaration is then encumbered

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by a deed of trust or mortgage which is guaranteed by VA or insured by FHA). The Association may also charge a reasonable late fee against any Owner (and/or such Owner's Unit) who is more than ten (10) days delinquent in the payment of any assessment, up to a maximum of ten percent (10%) of the annual assessment or installment then due. Additionally, the entire balance of the unpaid annual assessments for the remainder of the fiscal year may be accelerated at the option of the Board and be declared due, payable and collectable in the same manner as the delinquent portion of such annual assessment. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Unit (and all improvements thereon), provided the provisions of the Maryland Contract Lien Act, if applicable, are substantially fulfilled. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas, or abandonment of such Owner's Unit. The Owner shall also be obligated to pay attorneys' fees, court costs and administrative costs incurred in connection with the collection of assessments not paid when due. This Section shall not be deemed to limit or waive, and shall be without prejudice to, any and all rights, remedies, or recourses as may be available to the Association for non-payment of assessments.

Section 6.10 Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any Mortgage or deed of trust. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to a mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, except for liens or claims for a pro-rata share of such assessments resulting from a pro-rata reallocation of such assessments to all Units, including the Mortgaged Unit. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof. No amendment to this Section shall affect the rights of the holder of any Mortgage on any Unit (or the indebtedness secured thereby) recorded prior to recordation of such amendment, unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

Section 6.11 Reserve Fund Budget and Contribution. The lien of the assessments provided for herein shall be subordinate to the lien number and nature of the replaceable assets of the Association, the expected life of each asset, and the expected repair or replacement cost of each asset. The Board shall set the required reserve fund contribution, if any, in an amount sufficient to meet the projected reserve needs of the Association, as shown on the reserve fund budget, with respect both to amount and timing by the imposition of annual assessments over the period of the budget. The reserve fund contribution shall be fixed by the Board and included within the budget and assessment, as provided in Section 6.3. Such reserve fund contribution shall be payable as part of the annual assessment, applicable to all Units, to the extent such reserve fund will be utilized to replace assets which are determined by the Board to benefit substantially all Owners. Reserves may also be maintained for operating contingencies and insurance deductibles. A copy of the reserve fund budget shall be distributed to each Owner in the same manner as the operating budget.

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Section 6.12 Assessment of Units Subject to Subassociation. With respect to any annual assessment or special assessments which are payable by the Owners of Units which have been subjected to a Subassociation, the Board may elect by resolution to collect such assessments directly from the governing body of the Subassociation. In such event, payment of the annual assessments and special assessments provided for herein shall be an obligation of such Subassociation; provided, however, that each Owner shall remain personally liable for all assessments against such Owner's Unit and each such Unit shall remain subject to the lien for the assessments established by this Declaration. If the Board elects to collect assessments from the Subassociation, then all notices regarding assessments against such Units shall be sent to the governing body of the Subassociation; provided, however, that notice of any action to enforce an Owner's personal obligation to pay assessments or to foreclose the lien against such Owner's Unit shall also be sent to the Owner of the Unit. This Section shall not be deemed to limit or waive, and shall be without prejudice to, any rights, remedies or recourses available to the Association for non-payment of assessments.

**ARTICLE 7**  
**DECLARATION OF EASEMENTS AND RIGHTS**

Section 7.1 Declaration of Easements and Rights. The following easements and rights are hereby declared or reserved:

(a) for a period of ten (10) years from the date of recordation of this Declaration, and any extensions of the development period pursuant to Article 4, Section 4.2 hereof, Declarant reserves the right to grant easements, both temporary and permanent, to all public authorities and utility companies over any part of the Common Facilities.

(b) each Subassociation within the Property is hereby declared to have a perpetual easement, not exceeding one foot (1') in width over all adjoining Subassociations for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of buildings, or other similar cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of a Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a structure in any Subassociation is partially or totally destroyed and then repaired or rebuilt, the Owners of each Subassociation agree that minor encroachments over adjoining Subassociations shall be permitted and there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

(c) there is hereby reserved unto the Declarant (and its successors and assigns to whom such easement has been specifically assigned in writing), for the benefit of the Property and for the benefit of the Declarant, a non-exclusive, perpetual blanket easement upon, across and under the Property provided such easement does not encroach upon any building within the Property or unreasonably interfere with the use and enjoyment of the Property, for vehicular and

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pedestrian ingress and egress, curb cuts, slope, or grading easements, completion of construction of buildings and improvements, and the installation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewer, drainage, storm water detention and/or siltation, gas, cable television, telephone and/or electricity, and further including the right to connect to and use any such utilities which may exist or be located upon the Property from time to time. By virtue of this easement, it shall be expressly permissible to erect and maintain the necessary poles, pipes, lines, service boxes and other equipment on the Property, to affix and maintain electrical or telephone wires and conduits, sewer and water drainage lines, on, above, or below any portion of the Property, including any improvements constructed thereon, and have construction vehicles, equipment and the like exercise the aforesaid right of ingress and egress over the Property. There is further reserved unto the Declarant the right to erect entry features, promotional and other similar items within the Property, provided they do not unreasonably interfere with the use, operation and enjoyment of the Property. There is further reserved unto the Declarant the right to grant specific easements, both temporary and permanent, to any person or entity, including all public authorities and utility companies, over any part of the Property in furtherance of the blanket easement created by this Subsection.

(d) the Property is hereby subject to a perpetual non-exclusive easement and right of passage for the benefit of the Members of the Association, for ordinary and reasonable pedestrian ingress and egress over, across and upon any roadways, sidewalks or walkways or the replacement thereof constructed within the Property that may reasonable be deemed to have been constructed or intended for vehicular or pedestrian use.

(e) a perpetual easement is hereby reserved to the Declarant to enter into the Common Areas for the purpose of carrying out any obligations it may have, or assume, with respect to the curing of any defects in workmanship or in materials in the Property or the improvements thereon. There is further reserved unto the Declarant and its agents a non-exclusive easement over, across and through all the Common Areas for the purpose of access, the storage of building supplies and materials and equipment and, without limitation, for any and all purposes reasonably related to the completion of the development, construction, rehabilitation and repair of the Property.

(f) for a period of ten (10) years from the date of conveyance, and any extensions under Section 4.2, of the first Lot to a Class A Member, the Declarant reserves a blanket easement and right, on, over and under the Property to establish, maintain, change and correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Any provision to the contrary notwithstanding, the Declarant shall have no obligation whatsoever to perform any work or to take any action regarding drainage of surface water within the Property. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as nearly as practicable. The Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice. There is further reserved unto the Declarant the right to grant

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specific easements, both temporary and permanent, to any person or entity, including all public authorities and utility companies, over any part of the Property in furtherance of the blanket easement created by this subsection.

(g) the Association is hereby granted a perpetual non-exclusive easement and right of passage on, through, over, under and across the Property to maintain, repair and replace any of the Common Areas.

(h) the Association is hereby granted a perpetual non-exclusive easement and right of way on, through, over, under and across the real property extending back twelve (12) feet in depth from the rear of each Subassociation building, which property shall remain unimproved, with no permanent Improvement (as that term is defined in Section 11.2 hereof) located upon it, in order to permit access to said building by the fire department, emergency services, and/or police department.

(i) Anne Arundel County, and/or any and all other appropriate governmental or quasi-governmental agency or entity having jurisdiction shall have the right to enter on to any and all areas designated on the Plats as storm water management reservation area or similar designation to inspect and determine if such areas are being properly maintained and functioning in the event the Declarant, its successors and assigns maintain such areas. Such right of entry shall also shall include the right to perform maintenance of the aforementioned areas, in the event the Declarant, its successors and assigns, fails to comply with any valid maintenance notification requiring repairs. All actions and responsibilities with respect to storm water management reservation areas shall be in accordance with the provisions of Anne Arundel County Code, and any and all applicable state and local laws and regulations.

Section 7.2 Association Easements. The Board of Directors of the Association shall have the right to grant easements, rights-of-way, licenses and similar interest over any part of the Common Areas, if any, for any lawful purpose which the Board determines, in its sole discretion, to be in the best interest of the Association.

Section 7.3 Anne Arundel County Easements. The Declarant, the Owners, and their respective successors and assigns hereby acknowledges and declares that Anne Arundel County shall have a perpetual easement in, on, over, and through the Property in order to perform any inspections, maintenance, afforestation, conservation measures and/or public works obligations set forth on any recorded subdivision plats of the Property or established pursuant to any declaration, easement, public works agreement and/or covenant or agreement recorded among the aforesaid Land Records pertaining to the Property.

## **ARTICLE 8 MAINTENANCE**

The Association shall also have the right to enter onto any Subassociation or Unit, without the consent of the Owner and/or occupant thereof, to conduct any maintenance, repairs

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or replacement as are necessary for the maintenance and protection of the Common Areas.

**ARTICLE 9**  
**INSURANCE**

Section 9.1 Required Coverage. The Board of Directors of the Association, or its duly authorized agent, shall be required to obtain, maintain and pay the premiums, as a Common Expense, upon a policy of hazard insurance covering the Common Areas and any property required to be insured by the best interest of the Association pursuant to any easement or lease agreement, including buildings and fixtures to the extent that they are part of the Common Areas of the Association or such other property which the Association may insure, as well as common personal property and supplies.

The hazard insurance policy shall afford, as a minimum, protection against loss or damage by fire and all other perils normally covered by the standard extended coverage endorsement, as well as all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risks" endorsement, where such is available, and shall name the Association as a named insured. The insurance should cover one hundred percent (100%) of the current replacement costs (less a reasonable deductible) of the insured property. Coverage need not include land, foundations, excavations or other items which are usually excluded from insurance coverage. Unless a higher maximum amount is required pursuant to the laws of the State of Maryland, the maximum deductible amount for coverage of the Common Areas is the lesser of Ten Thousand Dollars (\$10,000.00) or one percent (1%) of the policy face amount. The funds to cover this deductible amount should be included as a Common Expense in the Association's operating reserve account.

Each hazard insurance policy must be written by a hazard insurance carrier which has a current rating by the Best's Key Rating Guide of B/III or better (or its equivalent). Each insurer must be specifically licensed or authorized by law to transact business within the State of Maryland. The policy contract shall provide that no assessment made be made against the mortgagee, and that any assessment made against others may not become a lien on the mortgage Lots superior to the First Mortgage.

The hazard insurance policy must provide that the insurance carrier shall notify the Association and each mortgagee named in the mortgagee clause in writing at least thirty (30) days before it cancels or substantially changes the Association's coverage. In addition, each Eligible Mortgage Holder shall receive timely written notice of any lapse, material modification or cancellation of any insurance policy covering the Common Areas.

The Association shall obtain and maintain a comprehensive general liability policy of insurance covering all of the Common Areas, public ways and other areas that are under the Association's supervision. The policy should provide coverage for bodily injury (including death) and property damage that results from the operation, maintenance or use of the Common

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Areas and any legal liability that results from law suits related to employment contracts in which the Association is a party. Liability coverage shall be at least One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage, unless higher amounts of coverage are required by a mortgagee. The liability policy must provide that the insurance carrier shall notify the Association in writing at least thirty (30) days before it cancels or substantially modifies the Association's coverage.

Section 9.2 Fidelity Coverage. To the extent reasonably available, blanket fidelity insurance shall be maintained by the Board for all officers, directors, managers, trustees, employees and volunteers of the Association and all other persons handling or responsible for funds held or administered by the Association, whether or not they receive compensation for their services. Where the Board has delegated some or all of the responsibility for the handling of funds to a management agent, such management agent shall be covered by its own fidelity insurance policy which must provide the same coverage as fidelity insurance maintained by the Board. Except for fidelity insurance that a management agent obtains for its personnel, all other fidelity insurance policies should name the Association as the insured and should have their premiums paid as a Common Expense by the Association. Fidelity insurance obtained by a management agent shall name the Association as an additional insured. The total amount of fidelity coverage required should be sufficient to cover the maximum fund (including reserve funds) that will be in the custody of the Association or management agent at any time while the fidelity insurance policy is in force, and should at least equal the sum of three (3) months aggregate assessments on all Units within the Association, plus any reserves. Fidelity insurance policy should contain waivers by the insurers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions. The fidelity insurance policies should provide that they cannot be cancelled or materially modified (including cancellation for non-payment of premium) without at least ten (10) days prior written notification to Eligible Mortgage Holders.

Section 9.3 Repair and Reconstruction of Common Areas After Fire or Other Casualty. In the event of damage to or destruction of any portion of the Common Areas covered by insurance payable to the Association as a result of fire or other casualty, the Board shall arrange for the prompt repair and restoration thereof, and shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration, as appropriate. Promptly after a casualty causing damage or destruction of any portion of the Common Areas for which the Association has the responsibility of maintenance, repair, and/or replacement, the Board shall obtain reliable and detailed estimates of the costs to place the damaged portions of the Common Areas in as a good a condition as existed prior to the casualty. Such costs may include, without limitation, professional fees and premiums for such bonds as the Board may desire.

## **ARTICLE 10 MANAGEMENT**

Section 10.1 Management Agent. The Board may employ for the Association a

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management agent or manager (the "management agent") at a rate of compensation established by the Board to perform such duties and services as the Board shall from time to time authorize in writing, including, but not limited to the following:

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

(b) to provide for the care, upkeep, maintenance and surveillance of the Common Facilities; and

(c) to designate, hire, and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the Common Areas; and

(d) to promulgate (with the approval of the Board) and enforce such rules and regulations and such restrictions and requirements as may be deemed proper respecting the use of the Common Areas; and

(e) to provide such other services (including legal and accounting services) for the Association as may be consistent with law and the provisions of this Declaration and requirements as may be deemed proper respecting the use of the Common Areas; and

Section 10.2 Duration of Management Agreement. Any Management Agreement entered into by the Association shall provide, inter alia, that such Agreement may be terminated with or without cause by either party upon thirty (30) days written notice thereof to the other party. The term of any such Management Agreement shall not exceed one (1) year; provided however, that the term of such Management Agreement may be renewable by mutual agreement of the parties for successive one (1) year.

## ARTICLE 21 ARCHITECTURAL STANDARDS

### Section 11.1 Creation.

(a) There shall be an architectural committee (referred to as the "Architectural Standards Committee" or "Committee") for the Lots. The Committee shall have a minimum of three (3) members, each of whom shall (notwithstanding the expiration of the period referred to in the provisions of subsection (b) of this Section 1) serve as such until the earlier to occur of:

- (i) his resignation from the Committee, or
- (ii) his replacement pursuant to the following provisions of this

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Section by the Declarant or the Board.

(b) The Declarant shall have the exclusive right from time to time to designate and replace the members of the Committee until the later to occur of:

(i) the tenth anniversary of the date hereof, or

(ii) the conveyance of record by the Declarant to one or more persons of the title to at least ninety percent (90%) of the Units within the Property.

(c) Thereafter, the Board shall have the exclusive right to designate and replace the members of the Architectural Committee who will serve at the pleasure of the Board.

(d) The Committee shall have the authority to promulgate architectural standards which it deems necessary to govern its internal operation and the approval process referred to in Subsection 11.2 of this Article. The Committee shall also have the right, from time to time, to adopt architectural standards governing the nature, installation, and appearance of Improvements installed or located upon the Subassociation Units.

Section 11.3 Approval.

(a) Except for any improvements constructed, installed and/or maintained by the Declarant, no building, fence, wall, sign, deck, patio, walkway, shed, pool, hot tub, whirlpool, gazebo, driveway, landscaping, garden, planting, play equipment, structural addition, lighting fixture, tennis, basketball or other sports court, or other structure of any kind whatsoever (each of which is hereinafter referred to as an "Improvement") shall be constructed, reconstructed, placed, maintained or modified (other than, (1) exterior repainting in the same color as the existing color, upon prior written approval of the Board and (2) interior painting or other modifications not visible from or affecting the exterior of the Subassociation buildings and/or Units in any Subassociation, and no landscaping in a Subassociation shall be altered, unless such action and such Improvement has been approved expressly and in writing by the Architectural Standards Committee, which shall have the absolute right to refuse to grant such approval for any aesthetic or other reasonable cause, and to withhold such approval until plans and specifications, showing in reasonable detail the nature, kind, shape, height, materials, location and approximate cost of such Improvement, have been submitted to and approved by the Committee expressly and in writing. In considering whether to grant any such approval, the Committee may consider the suitability of such proposed Improvement with relation to such Subassociation or Unit and the other Subassociations or Units, and may base such consideration upon such, if any, information concerning the nature, kind, shape, heights, materials, location and approximate cost of such Improvement as is furnished to the Committee, as aforesaid, all to the end that such Improvement shall be in harmony with, and have no adverse affect upon, its immediate surroundings and the other Subassociations and Units.

(b) If any Owner submits to the Committee a written application for approval of

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any Improvement as aforesaid, and if the Committee has not disapproved, in writing, said application within sixty (60) days of receipt hereof, such approval shall thereupon be deemed to have been given.

(c) The affirmative vote of a majority of the members of the Committee shall be required for it to take any action; provided, that such majority may designate one member to act for it.

(d) The above provisions to the contrary notwithstanding, the provisions set forth in this Article shall not apply to any Improvements commenced, erected or maintained by Declarant within the Property until after completion thereof by the Class B Member and conveyance to a Class A Member.

Section 11.3 Prohibited Uses. In addition to the architectural restrictions contained within this Article 11, all Units within the Property shall also be subject to the covenants, conditions and restrictions contained within Article 12, and compliance with the architectural restrictions contained herein shall not be construed to imply compliance with the use restrictions now or hereafter imposed upon the Property by Article 12.

Section 11.4 Piney Orchard Covenants. In addition to the architectural restrictions contained within this Article 11, all Units within the Property shall also be subject to the covenants, conditions and restrictions contained within the Piney Orchard Declaration, and compliance with the architectural restrictions contained herein shall not be construed to imply compliance with the Piney Orchard Declaration and/or architectural standards and/or restrictions now or hereafter imposed upon the Property by the Piney Orchard Association.

## ARTICLE 12 PROHIBITED USES AND NUISANCES

Section 12.1 Itemization. Except for the activities of the Declarant during original development, construction and marketing period:

(a) No noxious or offensive trade or activity shall be carried on upon the Property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or the other Owners;

(b) No burning of any trash and no accumulation or storage of litter, new or used building materials or trash of any kind shall be permitted on the Property;

(c) Except as herein elsewhere provided, no junk vehicle, commercial vehicle (including but not limited to any vehicle displaying signs, logos, advertisements or the like pertaining to any commercial entity and/or enterprise), trailer, panel truck, taxi cab, step van, camper, camp truck, truck (except pickup truck), house trailer, recreational vehicle, boat, vehicle

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which does not display current registration, or the like shall be kept upon the Property except as determined by the Board (except for bona fide emergencies), nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of the Board, provide and maintain a suitable areas designated for the parking of such vehicles and such other activities with respect to such vehicles as the Board may determine;

(d) No structurally sound or healthy trees shall be removed from the Property without written approval of the Association acting through its Board or duly appointed committee.

(e) No structure of a temporary character, trailer, tent, shed, shack, barn or other outbuilding shall be used on any of the Property at any time unless approved by the Architectural Standards Committee. Temporary playhouses or the like may be so maintained provided their primary purpose is the maintenance and/or promotion of juvenile recreation, subject to application to and approval by the Architectural Standards Committee;

(f) No signs of any character shall be erected, posted, or displayed upon, in or about any Common Areas.

(g) No radio aerial, antenna or satellite or other signal receiving dish, or other aerial or antenna for reception or transmission, shall be placed on any Unit or Common Area, except on the following terms:

(i) An Owner may install, maintain and use on its Unit one (or, if approved, more than one) Small Antenna (as hereinafter defined) on the Unit or its Limited Common Elements at such location, and screened from view from adjacent Units in such a manner and using such trees, landscaping or other screening material, as are approved by the Architectural Review Committee, in accordance with this Declaration. Notwithstanding the foregoing terms of this subsection, (i) if the requirement that a Small Antenna installed on the Unit or its Limited Common Elements would impair such Small Antenna's installation, maintenance or use, then it may be installed, maintained and used at another approved-location on the Unit where such installation, maintenance or use would not be impaired; (ii) if and to the extent that the requirement that such Small Antenna be screened would result in any such impairment, such approval shall be on terms not requiring such screening; and (iii) if the prohibition against installing, maintaining and using more than one (1) Small Antenna would result in any such impairment, then such Owner may install additional Small Antenna as are needed to prevent such impairment (but such installation shall otherwise be made in accordance with this subsection).

(ii) In determining whether to grant any approval pursuant to this Section, neither Developer nor the Architectural Committee shall withhold such approval, or grant it subject to any condition, if an to the extent that doing so would result in an impairment.

(iii) As used herein, (i) "impair" has the meaning given it in 47 Code of

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Federal Regulations Part 1, section 1.4000, as hereafter amended; and (ii) "Small Antenna" means any antenna (and accompanying mast, if any) of a type, the impairment of the installation, maintenance or use of which is the subject of such regulation. Such antennae are currently defined thereunder as, generally, being one (1) meter or less in diameter or diagonal measurement and designed to received certain types of broadcast or other distribution services or programming.

(h) All Residential Units shall be used for private residential purposes exclusively, except for such non-residential uses as may be permitted by the Board, applicable zoning ordinances, and recorded covenants and easements (including but not limited to the Piney Orchard Declaration). Pursuant to Section 11B-111.1(b)(1) of the Real Property Article Annotated Code of Maryland, the operation of a "Family Day Care Home," as that term is defined under Title 5, Subtitle 5, the Family Law Article of the Annotated Code of Maryland, is expressly prohibited.

### ARTICLE 13

#### **BUSINESS AND COMMERCIAL OPERATIONS UPON ADJOINING PROPERTIES**

The Property was formerly a part of a business park, which business park remains in the immediate proximity of Cedar Ridge Community Association, Inc. The business park located upon the adjoining property (the "Business Park") will continue in existence, and will result in certain activities attendant to those commercial or business operations, including but not limited to, noise levels, traffic patterns, emissions, and other activities.

### ARTICLE 14 GENERAL PROVISIONS

*Section 14.1 Common Areas Responsibility.* The Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and any property, real or personal, which the Association has delegated the responsibility for pursuant to an easement or lease agreement, and all improvements thereon, and shall keep the Common Areas and any such other property in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions hereof. The Association shall accept title to any real estate or personal property offered to the Association by the Declarant. The Association shall be responsible for monitoring compliance with the requirements of any conservation easements and other restrictions imposed upon the Property by Anne Arundel County, Maryland, or such other governmental agency or authority having jurisdiction thereover.

*Section 14.2 Limitation of Liability.* The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the Common Expense funds

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or for injury or damage to persons or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Areas, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any Member or Subassociation member for any loss or damage by theft or otherwise of articles which may be stored upon the Common Areas or other property within the control or supervision of the Association. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs to the Common Areas, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

Section 14.3 Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law and/or in equity, all restrictions, covenants, reservations, easements, liens, charges or other obligations or terms now or hereafter imposed by the provisions of this Declaration, or the Articles of Incorporation or By-Laws of the Association or any rule or regulation promulgated by the Association pursuant to its authority, as provided in this Declaration, the Articles of Incorporation or By-Laws. Failure by the Association or by any Owner to enforce any covenants herein contained or any provision of the By-Laws, Articles of Incorporation or rules and regulations of the Association shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions or any provision of the Articles of Incorporation or By-Laws of the Association cannot be adequately remedied by action at law or exclusively by recovery of damages. If the Association or any Owner successfully brings an action to extinguish a violation or otherwise enforce the provisions of this Declaration or the Articles of Incorporation or the By-Laws of the Association, the costs of such action, including legal fees, shall become a binding personal obligation of the Owner committing or responsible for such violation, and such costs shall be a lien upon the Lot of such Owner, provided that the requirements of the Maryland Contract Lien Act are substantially fulfilled.

Section 14.4 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 14.5 Duration and Amendment. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of the Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. In addition to the approvals required in Section 13.6, below, with respect to "Material Amendments" (as defined), this Declaration may only be amended by an instrument signed by or the affirmative vote of the Owners of not less than sixty-seven (67%) of the Units. Any amendment must be recorded in the Land Records. Anything set forth in this Section to the contrary notwithstanding, the Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms of this Declaration, as from time

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to time amended or supplemented. This unilateral right, power and authority of the Declarant may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto or any one or more other federal, state or local government agencies shall require such action as a condition precedent to the approval by such agency of the Property or any part thereof or any Units thereon, for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or any successor agencies approve the Property or any part thereof or any Units thereon for federally approved mortgage financing purposes, thereafter any amendments to the Declaration made during any period of time when there are Class B Members shall also require the prior consent of the agency giving such approval.

Section 14.6 Material Amendments and Extraordinary Actions. "Material Amendments" (as defined below) and "Extraordinary Actions" (as defined below) must be approved by Owners entitled to cast at least sixty-seven percent (67%) of the votes of all Owners present, in person or by proxy, in voting at any meeting of the Association held in accordance with this Section, including at least a majority of the votes of all Owners present, in person or by proxy and voting at such meeting other than the Declarant.

(a) A "Material Amendment" shall mean and refer to an Amendment to this Declaration, the By-Laws or the Articles of Incorporation, adding, deleting, or modifying any provision providing the following:

- (i) assessment basis or assessment liens;
- (ii) any method of imposing or determining any charges to be levied against individual Owners;
- (iii) reserves for maintenance, repair or replacement of Common Areas;
- (iv) maintenance obligations;
- (v) allocation of rights to use the Common Areas;
- (vi) reduction of insurance requirements;
- (vii) restoration or repair of Common Areas;
- (viii) the addition or annexation of withdraw of land to or from the project;
- (xi) voting rights;
- (x) restrictions affecting leasing or sale of a dwelling unit;

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(xi) any provision which is for the express benefit of mortgagees.

(b) An "Extraordinary Action" shall mean and refer to any of the following actions:

(i) merging or consolidating the Association (other than with another non-profit entity to be formed for purposes similar to the Association);

(ii) determining not to require professional management if that management has been required by this Declaration, the By-Laws, or the Articles of Incorporation;

(iii) expanding the Association to include land not previously described as additional land which increases the overall land area of the Project or the number of Units by more than ten percent (10%);

(iv) abandoning, partitioning, encumbering, mortgaging, conveying, selling or otherwise transferring or relocating the boundaries of the common areas, if any, (except for granting easements which are not inconsistent with or which do not interfere with the intended common use, dedicating common areas, if any, required by any public authority or agency, boundary line adjustments made in accordance with the provisions of this Declaration or transferring the common areas, if any, pursuant to a merger or consolidation with a non-profit entity formed for purposes similar to the Association);

(v) using insurance proceeds for purposes other than construction or repair of the insured improvements; and

(vi) making capital expenditures (other than maintenance, repair or replacement of existing improvements) during any period of twelve (12) consecutive months costing more than twenty percent (20%) of the annual operating budget.

(c) The following requirements shall be applicable to any meeting of the Association called for purposes of adopting a Material Amendment or taking a Material Action:

(i) written notice of such notice meeting shall be sent to all Members at least twenty-five (25) days in advance of such meeting;

(ii) the notice shall state the purpose of the meeting and contain a summary of any Material Amendments or Extraordinary Actions proposed;

(iii) the notice shall contain a copy of a proxy that can be cast in lieu of attendance at the meeting;

(iv) the presence of Members entitled to cast, or of proxies entitled to be

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cast, at least twenty (20%) of the total authorized votes of all Class A and Class B Members shall constitute a quorum for the purposes of such meeting.

(d) Any Material Amendment which changes the rights of any specific class of Members must also be approved by Members entitled to cast at least fifty-one percent (51%) of the votes of all Members of such class present, in person or by proxy, and voting at any meeting of the Association held in accordance with this section.

(e) The following Material Amendment and Extraordinary Actions must be approved by Members entitled to cast at least sixty-seven percent (67%) of the total authorized votes of all Class A and Class B Members of the Association, including at least a majority of the total authorized votes entitled to be cast by Members other than the Declarant:

- (i) termination of the Declaration;
- (ii) dissolution of the Association, except pursuant to a consolidation or merger; and
- (iii) conveyance of Common Areas, if any.

Section 14.7 FHA-VA Approvals. Provided that a Unit subject to this Declaration is then encumbered by a deed of trust of mortgage which is insured by FHA or guaranteed by VA, and further provided that there are then Class B memberships of the Association outstanding, neither the Members, the Board nor the Association by act or omission, take any of the following actions without the prior written consent or approval of the FHA or the VA, as circumstances may require:

- (a) change the basic organization of the Association including the merger, consolidation, or dissolution of the Association; or
- (b) dedicate, convey, or mortgage the Common Areas, if any, or
- (c) annexation of additional properties; or
- (d) otherwise materially modify or amend any provisions of this Declaration, the By-Laws or the Articles of Incorporation of the Association.

Section 14.8 Casualty Losses. In the event of substantial damage or destruction of any of the Common Areas, the Board of Directors of the Association shall give prompt written notice of such damage or destruction to the Eligible Mortgage Holders who hold Mortgages of record on the Units. No provision of this Declaration or of the Articles of Incorporation or By-Laws shall entitle any Member to any priority over the holder of any Mortgage of record on his or her Unit with respect to the distribution to such Member of any insurance proceeds paid or payable on account of any damage or destruction of any of the Common Areas.

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Section 14.9 Condemnation or Eminent Domain. In the event any part of the Common Areas is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board shall give prompt written notice of any such proceeding or proposed acquisition to the Eligible Mortgage Holders who hold Mortgages of record on the Units. No provision of this Declaration or of the Articles of Incorporation or By-Laws shall entitle any Member to any priority over the holder of any Mortgage of record on his or her Unit with respect to the distribution to such Member of the proceeds of any condemnation or settlement relating to a taking of any of the Common Areas, if any.

Section 14.10 Notice to Eligible Mortgage Holders; Deemed Consent. The Association shall give prompt written notice to each Eligible Mortgage Holder of (an each Owner hereby consents to, and authorizes such notice):

(a) Any condemnation loss or any casualty loss which affects a material portion of the Common Area or any Unit subject to a Mortgage or security interest held, insured, or guaranteed by such eligible Mortgage Holder.

(b) Any delinquency in the payment of Common Expense assessments or charges owed by an Owner whose Unit is subject to a Mortgage or security interest held, insured or guaranteed by such eligible Mortgage Holder which remains uncured for a period of sixty (60) days.

(c) any lapse, cancellation, or material modification of any insurance policy or fidelity coverage maintained by the Association.

(d) any Material Amendment or Extraordinary Action.

(e) any other matter with respect to which Eligible Mortgage Holders are entitled to notice or to give their consent as provided in this Declaration.

To be entitled to receive notice of the foregoing, the Eligible Mortgage Holder must send a written request to the Association, stating both its name and address and the Lot number on which it has (or insures or guarantees) the mortgage. Any Eligible Mortgage Holder or Mortgagee who is notified of any matter for which it is entitled to notice as provided herein (such notice to be delivered by certified or registered mail, return receipt requested, and which fails to respond within thirty (30) days of receipt of such notice shall be deemed to have consented, if applicable, to the matter of which the Eligible Mortgage Holder or Mortgagee was provided notice.

Section 14.11 Successors of Declarant. Any and all rights, reservations, easements, interest, exemptions, privileges and powers of the Declarant hereunder, or any part of them, may be assigned and transferred (exclusively or non-exclusively) by the Declarant by an instrument, in writing, without notice to the Association.

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Section 14.12 Declarant Reserved Rights. No Amendment to this Declaration may remove, revoke or modify any right, reservations or privilege of the Declarant without the prior written consent of the Declarant or any successors and assigns (pursuant to Section 13.11) of the Declarant.

Section 14.13 Perpetuities. If any of the covenants, restrictions, or other provisions of this Declaration shall be unlawfully void, or voidable for violation of the Rule against Perpetuities, then such provisions shall continue only to twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 14.14 Declarant Development. As long as the Declarant has an interest in developing all or any part of the Property as shown on the Plat, the Association and Subassociations will not oppose any development activities reasonably consistent with the general intention as shown on the Subdivision Plats, Development Plans and Refinements thereto and/or Reclassification Proceedings before the Zoning Commission or County Board of Appeals of Anne Arundel County of record as of the date of this Declaration. Nothing in this Section shall be construed to limit the rights of Members to act as individuals or in affiliation with other Members or other groups.

Section 14.15 Applicable Law. This Declaration and the other documents affecting the Property shall be given effect and construed by application of the law of Maryland (without regard to the principles thereof governing conflicts of laws), and any action or proceeding arising hereunder shall be brought in the courts of Maryland, except that if under the Constitution, laws or treaties of the United States of America, or due to a diversity of citizenship between the parties thereto, it is to be brought in a United States District Court, it shall be brought in the United States District Court for the District of Maryland or any successor Federal Court having original jurisdiction.

Section 14.16 Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

WITNESS, the hand and seal of the Declarant, with the intent that this shall be deemed an instrument under seal.

WITNESS:

BEAZER HOMES CORP.

Julie Miller

By: Robert Gentry (SEAL)  
Robert G. Gentry, Attorney-in-Fact

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STATE OF MARYLAND, CITY/COUNTY OF Howard TO WIT:

On this 24 day of April, 2004, before me, a Notary Public in for the jurisdiction aforesaid, personally appeared Robert G. Gentry, who being duly sworn, acknowledged that he is Attorney-in-Fact of Beazer Homes Corp. and that this instrument was signed and sealed on his behalf as the act and deed of said corporation, by his signature as Attorney-in-Fact.

WITNESS my hand and notarial seal the date first above written.

Laurene McIsaac  
Notary Public

My Commission expires: \_\_\_\_\_

LAURENE A. McISAAC  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires May 1, 2007

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# ULVV GUTSCHICK, LITTLE & WEBER, P.A.

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Michael J. Trappen, P.E.

May 6, 2004

### EXHIBIT A

**BEING** all of Phase 1 as shown on a plat entitled **"\*FIRST AMENDED, PLAT 2 OF 2, CONDOMINIUM PHASING PLAT, CEDAR RIDGE AT PINEY ORCHARD"** and recorded among the Land Records of Anne Arundel County in Book 106 Page 19 Plat No. E5469, and containing 2.3700 acres of land.

**AND** also being part of Phase 4 as shown on aforesaid plat and being more particularly described as follows:

Beginning for the same at a point removed South 50°05' 40" West, 16.33 feet from the northeasterly end of the common or South 53°00'00" West, 98.00 feet of said Phases 1 and 4; thence running so as to cross and divide said Phase 4, the following two (2) courses and distances

1. South 53°03' 41" West, 79.44 feet to a point removed North 71°18'08" East, 2.37 feet from the southwesterly end of said common line; thence
2. North 36°56'19" West, 0.74 feet to a point on said common line; thence running with and along said common line
3. North 53°00'00" East, 79.44 feet to a point; thence leaving said common line and running so as to cross and divide said Phase 4, the following course and distance
4. South 36 °56'19" East, 0.83 feet the point of beginning, containing 62 square feet or 0.0014 of an acre of land.

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AA CIRCUIT COURT (Land Records) (MSA CE 59-15123) RPD 14779, p. 0030. Printed 02/12/2008. Online 06/11/2004.

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Michael J. Trappen, P.E.

May 6, 2004

## EXHIBIT B

**BEING** all of Phases 2 thru 12 as shown on a plat entitled "**\*FIRST AMENDED, PLAT 2 OF 2, CONDOMINIUM PHASING PLAT, CEDAR RIDGE AT PINEY ORCHARD**" and recorded among the Land Records of Anne Arundel County in Book 106 Page 19 Plat No. E5469, and containing 22.0921 acres of land.

**Saving and exception** part of Phase 4 as shown on aforesaid plat and being more particularly described as follows:

Beginning for the same at a point removed South 50°05' 40" West, 16.33 feet from the northeasterly end of the common or South 53°00'00" West, 98.00 feet of said Phases 1 and 4; thence running so as to cross and divide said Phase 4, the following two (2) courses and distances

1. South 53°03' 41" West, 79.44 feet to a point removed North 71°18'08" East, 2.37 feet from the southwesterly end of said common line; thence
2. North 36°56'19" West, 0.74 feet to a point on said common line; thence running with and along said common line
3. North 53°00'00" East, 79.44 feet to a point; thence leaving said common line and running so as to cross and divide said Phase 4, the following course and distance
4. South 36°56'19" East, 0.83 feet the point of beginning, containing 62 square feet or 0.0014 of an acre of land

The Fountainhead Title Group  
10025 Governor Warfield Parkway  
Suite 400 B  
Columbia, Maryland 21044

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

LIBERTY 5006 PAGE 135

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 9th day of January, 1990, by Piney Orchard Master Partnership, a Maryland General Partnership, hereinafter referred to as the "Declarant".

WHEREAS, the Declarant is the fee simple owner of certain property in the Fourth Election District of Anne Arundel County, Maryland, being more particularly described on Exhibit A attached hereto and made a part hereof, said land in its entirety being hereinafter referred to as the "Property"; and

WHEREAS, The Declarant intends to develop upon the said Property, and other properties owned by it, a comprehensively planned community known as "Piney Orchard" (a "Planned Unit Development" or "PUD") comprising residential, recreational and open space uses, structures and facilities; and

WHEREAS, the Declarant intends to subject the property described on Exhibit A attached hereto to the covenants, liens, easements, conditions and restrictions set forth and established herein in order to preserve the aesthetic qualities of the community; to provide for the maintenance and improvement of land and facilities established for the common use of the community; to establish assessments against and a lien upon all land and improvements which have been made a part of the community by virtue of this Declaration and such additional property as may be added to the community by Supplemental Declarations for purposes of funding the appropriate and legitimate common purposes of the community; and to establish the rights, privileges, obligations, restrictions and easements relating to and controlling the use of certain land and facilities in Piney Orchard, as more particularly set forth herein; and



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WHEREAS, additional sections of Piney Orchard (in addition to that property described in Exhibit A) may be added to the Property by the Declarant by recording in the Land Records of Anne Arundel County Supplemental Declarations containing a description of such additional property and expressing an intent to subject such additional property to the terms of this Declaration and such additional covenants, liens, easements, conditions or restrictions as may be appropriate thereto; and

WHEREAS, the Declarant has caused to be formed the Piney Orchard Community Association, Inc. (hereinafter referred to as the "Association" or "POCA") as a non-profit incorporated community association to serve as the organization for the representation of the legitimate interests of all owners and residents within the Property, including (i) the assessment, collection and use of the annual charge as defined and imposed hereunder; (ii) the enforcement of all covenants contained herein and all liens created hereby, and (iii) the creation, operation, management and maintenance of the land, facilities and services referred to herein in accordance with its established operations and procedures as established by it; and

WHEREAS, this Declaration is the "Declaration" referred to in the Articles of Incorporation and By-Laws of the Association; and

WHEREAS, in order to create these covenants, liens, easements, conditions and restrictions and to cause them to run with, burden and bind the Property, the Declarant has recorded this Declaration intending that it shall bind the Declarant and its successors and assigns as hereinafter provided.



NOW THEREFORE WITNESSETH:

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That the Declarant hereby declares that all of the properties described in Exhibit A attached hereto and incorporated herein by reference and such additions thereto as may be made pursuant to Article III hereof shall be held, sold, conveyed and occupied subject to the following covenants, liens, easements, conditions and restrictions, which are for the sole purpose of protecting the value and desirability of and which shall run with and bind the said Property to the end of establishing a Planned Unit Development thereon and it being the intent of the Declarant that the same shall be binding on all parties hereafter acquiring and having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

And the Declarant further covenants, agrees and declares as follows:

ARTICLE I  
DEFINITIONS

Section 1. "Architectural Review Board" or "ARB" shall mean that group of persons appointed by the Declarant and/or the Board of Directors in accordance with Article VIII herein, with certain powers and duties to control the design and construction of "Structures", as herein defined, within the Property, all as more specifically described in Article VIII hereof.

Section 2. "Assessable Property" shall mean and refer to the entire Property except such portion or portions thereof as may from time to time constitute "Exempt Property", as hereinafter defined.

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Section 3. "Association" shall mean and refer to the Piney Orchard Community Association, Inc., its successors and assigns.

Section 4. "Board" or "Board of Directors" shall mean the Board of Directors of the Association, unless otherwise designated.

Section 5. "Common Area" shall mean all real property within the Property owned by the Association for the common use and enjoyment of the Owners.

Section 6. "Declarant" shall mean and refer to Piney Orchard Master Partnership and any successor resulting from an assignment made in accordance with Article X, Section 16 herein.

Section 7. "Declaration" shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire document, as same may from time to time be amended, together with any and all Supplemental Declarations which may be recorded by Declarant.

Section 8. "Developer" shall mean any individual or legal entity purchasing any portion of the Property for the purpose of development of one or more "Lots" and/or "Dwelling Units" for resale and/or lease of same to "Public Purchasers."

Section 9. "Dwelling Unit" shall mean a single structure or portion of a structure designed for inhabitation by one family group or by persons living together as a bona fide single housekeeping unit.

Section 10. "Exempt Property" shall mean and refer to the following portions or parts of the Property:

(a) all land and "Permanent Improvements", as hereinafter defined, owned by the United States, the State of Maryland, Anne Arundel County, or any instrumentality

or agency of any such entity, for so long as any such entity, instrumentality or agency shall be the owner thereof; and

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(b) all land and Permanent Improvements owned by the Association for so long as it shall be the owner thereof.

Section 11. "First Mortgagee" or "Mortgagee" shall mean and refer to a lender who holds the first mortgage or deed of trust on an improved or unimproved Lot and who has notified the Association of its holdings.

Section 12. "Lot" shall mean any parcel or portion of the Property designated as a separate parcel on any recorded Subdivision Plat or as a separate unit on a condominium plat and which is assessed as a unit by the appropriate public officials for the purpose of real estate taxes imposed by the State of Maryland and Anne Arundel County.

Section 13. "Member(s)" shall mean and refer to the members of the Association which shall consist of all "owners" as defined herein.

Section 14. "Multi-Family Structure" shall refer to a habitable structure containing two or more Dwelling Units under one roof.

Section 15. "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of equitable or beneficial title (or legal title if same has merged) of any Lot or Dwelling Unit. The foregoing does not include persons or entities who hold an interest in any Lot or Dwelling Unit merely as security for the performance of an obligation. Except as stated otherwise herein, "Owner" shall not include a lessee or tenant of a Dwelling Unit. For the purposes of ARTICLE IV only, unless the context otherwise requires, "Owner" shall also include the family, invitees, licensees, and lessees of any

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Owner, together with any other person or parties holding any possessory interest granted by such Owner in any Dwelling Unit and/or Lot.

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Section 16. "Permanent Improvements" shall mean and refer to all buildings, structures, and other tangible things which at the time of the assessment of each "Annual Charge", as defined in Article VII, Section 1, are taxable by the State of Maryland or Anne Arundel County as real property under applicable law.

Section 17. "Property" or "Properties" shall mean and refer to that certain real property hereinbefore described in Exhibit A, and such additions thereto as may hereafter be made subject to this Declaration by annexation as further provided in Article III.

Section 18. "Public Purchaser" shall mean any person(s) or other legally constituted entity owning a Lot and/or Dwelling Unit for the purpose of inhabiting same or entering into a transaction (lease or otherwise) which will result in the inhabitation of the Dwelling Unit and/or Lot by individuals using the same as a place of abode.

Section 19. "Structure" shall mean and refer to any thing or device, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, clothes line, radio or television antenna, fence, curbing, paving, wall, hedge, trees, shrubbery, signboard or any temporary or permanent living quarters or any other temporary or permanent improvement to such Lot. "Structure" shall also mean (i) any excavation, fill, ditch, diversion, dam or other thing or device which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot

and (ii) any change in the grade of any Lot of more than six inches from that existing at the time of purchase by each Owner.

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Section 20. "Supplemental Covenants" or "Supplemental Declaration" shall mean any Supplemental Declaration of covenants, conditions and restrictions which may be recorded by a Developer or the Declarant, relating to all or some portion or part of the Property. Declarant may authorize a Developer to record such Supplemental Covenants by execution thereof indicating such consent. No Supplemental Covenants shall be effective without such execution and consent by the Declarant.

Section 21. "Subdivision Plat" shall mean a recorded plat covering any portion or all of the Property referred to in this Declaration or property subsequently annexed thereto.

Section 22. "Visible from Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

## ARTICLE II

### PROPERTY RIGHTS

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

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

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(b) the right of the Association to suspend an Owner's voting rights and right to use the Common Area and any recreational structures or facilities located thereon for any period during which the Annual Charge against his Lot or Dwelling Unit remains unpaid; and for a period not to exceed 60 days for any infraction of this Declaration or the rules and regulations for the use of the Common Area established by the Board of Directors;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area then owned by it to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors or the Members (such dedication and/or transfer and the conditions thereof [if any] shall be approved by majority vote of the Board of Directors or by a resolution approved by fifty-one percent (51%) of each class of Members);

(d) the right of the Association to mortgage any or all of the Common Area with the assent of fifty-one percent (51%) of the votes of each class of Members (in the event of a default upon any mortgage the lender's rights hereunder shall be limited to taking possession and charging reasonable admission and other fees as a condition to continued enjoyment by the Members, until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and any mortgage executed between the Association and a lender shall contain references to the above limitations on the rights of the mortgagee);

(e) the right of the Association to temporarily license portions of the Common Area for purposes promoting the goals and objectives of the Association;

(f) the right of the Association to establish reasonable rules and regulations concerning the use of the Common Area for the benefit of Members;

(g) the right of the Association, at any time or times, consistent with the then existing zoning ordinances of Anne Arundel County, and pursuant to a recorded subdivision or resubdivision plat, to transfer part of the Common Area to the Declarant or other owner for the purpose of adjusting Lot lines or otherwise in connection with the orderly subdivision and development of the Property or additions thereto; and

(h) the right of the Association to grant easements over the Common Area for purposes of:

(1) installation of or service to utilities or other facilities necessary to serve such Common Area or other parts of the Piney Orchard PUD, the Piney Orchard Planned Commercial Complex, the Piney Orchard Planned Industrial Complex and other properties of the Declarant related or contiguous thereto and developed in conjunction therewith.

(2) providing access to or through such Common Area to the Members, the Declarant or the State, County and/or Federal Government, and

(3) providing access to the agents, employees and representatives of the Declarant or the Association for purposes of the maintenance or improvement of the Common Area, and to perform other legitimate purposes of the Association.

Section 2. Delegation of Use. An Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on that Lot owned by him.

## ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION, ADDITIONS THERETO  
AND DELETIONS THEREFROM

Section 1. The "Property". The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of Anne Arundel, State of Maryland, and is more particularly described in Exhibit A attached hereto.

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

The Declarant, on and until January 1, 2010, shall have the right to subject to this Declaration any additional property provided that not more than ten (10) years have elapsed since the filing of the last Supplemental Declaration which subjects a new parcel(s) of property to this Declaration. Such additional property may be annexed to the Property and made subject to this Declaration by the recordation of a "Supplemental Declaration" containing a description of such additional property and also containing any other appropriate covenants, conditions or restrictions applicable to such property to be annexed.

The property additions authorized above shall comply with the requirements of all applicable zoning and subdivision ordinances.

Section 3. Declarant's Rights of Development. The property described in Exhibit A is intended to comprise only the initial limits of Piney Orchard, subject to expansion as set forth above. Nothing set forth herein shall bind the Declarant, its successors and assigns, to develop or improve any or all of the property described on Exhibit A or



additional property made subject hereto by the filing of one or more Supplemental Declarations. The Declarant reserves the right to develop the land described in Exhibit A in its original size and configuration or as expanded by inclusion of additional properties by Supplemental Declaration in response to changes in technological, economic, environmental or social conditions related to the development or marketing of such land or to changes in requirements of governmental agencies and/or financial institutions.

The establishment of a Planned Unit Development on the Property is a general plan only, and is not intended to limit the Declarant with respect to the use or type of development or pattern of development for any particular parcel of property within Piney Orchard.

Section 4. Deletions from the Property. For a period of ten (10) years from the date hereof any portion of the Property remaining in the ownership of the Declarant may be removed from the effect and control of this Declaration by the execution and recordation of a Supplemental Declaration by Declarant specifying such deletion. No such portion of the Property may be deleted if such deletion will result in a violation of any zoning or subdivision law or ordinance applicable to the Property or such portion of the Property proposed for deletion contains facilities required for the orderly operation of the Property remaining after the proposed deletion. No such deletion shall be effective until reviewed and approved by the Veterans' Administration or successor governmental agency.

Section 5. Property Owned by the Association as Open Space, Recreation Area, or Other Common Area. The "Property" will include such property as from time to time may be made subject to this Declaration by Declarant and deeded to the Association as

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open space areas, recreation areas or other land area designated for use in common by the Association and its Members. Such land shall be subject to this Declaration in all respects including architectural control as further provided herein, except that such land shall not be subject to the Annual Charge and shall not create a membership or voting status in the Association.

#### ARTICLE IV

##### LAND USE CLASSIFICATION, GENERAL COVENANTS AND RESTRICTIONS

Section 1. Land Use Classifications. As each parcel of property within Piney Orchard is developed and annexed hereto, additional use classifications, restrictions, easements, rights of way, and other matters including new or different uses and restrictions therefor, including any number of subclassifications thereof for any special uses, may be deemed appropriate by Declarant or its successors or assigns and established by either a Supplemental Declaration recorded in the Land Records of Anne Arundel County or in the Deed conveying such property to a Public Purchaser and/or a Developer and nothing herein shall be construed to hinder or prevent the imposition of such additional use classifications, restrictions, easements, rights of way and other matters.

Section 2. General Covenants and Restrictions on the Use of Residential Property Within Piney Orchard. The use of all portions of the Property, except for Common Area, shall be subject to the general covenants and restrictions on use described below:

(a) Single Family Occupancy. No Dwelling Unit shall be occupied by more than one family group or by more than one group of persons living together as a bona fide single housekeeping unit.

(b) Animals. No animals, birds, fowl, poultry, or livestock, other than a reasonable number of generally recognized house or yard pets, shall be kept and/or maintained on any Lot, within any owned Dwelling Unit or on any portion of the Property and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. Recurring barking or howling by a dog shall be deemed to be a nuisance for the purposes of this Declaration. No structure for the care, housing or confinement of any animal shall be located and maintained so as to be Visible from Neighboring Property without the approval of the ARB. Upon the written request of any Owner, the ARB shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular animal is a generally recognized house or yard pet, or a nuisance, and whether the number of animals on any property is reasonable. The ARB may determine a particular animal to be a nuisance and may require the owner thereof to remove such animal from the Property. Any decision rendered by the ARB shall be enforceable as other restrictions contained herein.

(c) Antennas. No antenna or other device for the transmission or reception of television or radio signals or any other form of electronic or electromagnetic radiation shall be erected, used or maintained on the outside of a Structure on any Lot within Piney Orchard, whether attached to a building or structure or otherwise, unless first approved in writing by the ARB.

(d) Utility Service Structures. All above ground structures to be erected by any utility providing service within Piney Orchard shall be subject to the review and approval of the ARB as to size, height and location. No provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or structures approved by the ARB.

(e) Temporary-Occupancy. No trailer, mobile home, incomplete building, tent, shack, garage or barn, and no temporary buildings or structure of any kind shall be used temporarily or permanently for a residence on any Lot or Property within Piney Orchard. Temporary buildings or structures used during construction of improvements on any portion of the Property shall be removed immediately after the completion of such construction.

(f) Trailers and Motor Vehicles. Except with approval of the ARB, no mobile home, trailer of any kind, camper, truck larger than "3/4 ton" capacity, boat, or other similar vehicle whether or not such vehicle is operable, or permanent tent or similar structure shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed, or repaired, upon any portion of the Property within Piney Orchard in such a manner as will be Visible From Neighboring Property; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the ARB. These restrictions may be modified by the ARB for individual circumstances upon a showing of good cause.

(g) Maintenance of Lawns and Plantings.

(1) By Owner. Each Owner of a Lot within the Property shall keep all shrubs, trees, grass and plantings of every kind on his property, including set back areas, planted areas between adjacent sidewalks and the street curb, if any, and any other area located between the boundary line of the Lot and the street or other property (public or private) on which such Owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material; provided, however, that such Owner shall not be responsible for maintenance of any other area as to which Declarant or the Association has assumed the responsibility. Declarant or the Association or its authorized agents shall have the right at any reasonable time to enter upon any Lot to plant, replace, maintain, and cultivate, at cost to the Owner, shrubs, trees, grass or other planting located thereon. All costs related to such correction, repair or restoration shall become a restoration assessment upon such Lot and such shall be regarded as any other assessment with respect to lien rights of the Association and remedies provided for herein for non-payment.

(2) By the Association. The Association shall have the right, at any time and from time to time, to plant, replace, maintain and cultivate shrubs, trees, grass and plantings on any part or parcel of the Property within Piney Orchard other than on a

Lot, and on such easements over an Owner's Lot as may have been granted to or reserved by Declarant or the Association, regardless of whether any Owner or the Association is responsible hereunder for maintenance of such areas. No Owner shall remove, alter, injure or interfere in any way with any shrubs, trees, grass or plantings placed upon any such portion of the Property by Declarant or the Association without the written consent of the Association having first been obtained.

(h) Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot or owned Dwelling Unit within Piney Orchard, and no odors shall be permitted to arise therefrom, so as to render any such Lot or Dwelling Unit or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No nuisance shall be permitted to exist or operate upon any such Lot or owned Dwelling Unit so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Lot or owned Dwelling Unit. The ARB in its sole discretion shall have the right to determine the existence of any such nuisance.

(i) Repair of Buildings. No building or structure upon any portion of the Property within Piney Orchard shall be permitted to fall into disrepair, and each such

building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

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(j) Trash Containers and Collection. No garbage or trash shall be placed or kept on any portion of the Property within Piney Orchard except in covered containers of a type, size and style which are approved by the ARB. The ARB may, in appropriate circumstances, in its sole discretion, determine the location of garbage/trash receptacles. In no event shall such containers be maintained so as to be Visible from Neighboring Property except to make the same available for collection and then, only the shortest time reasonably necessary to effect such collection. All rubbish, trash and garbage shall be removed from Lots and Dwelling Units and not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot.

(k) Clothes Drying Facilities. Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot or owned Dwelling Unit unless they are erected, placed and maintained exclusively within a fenced service yard or otherwise concealed and shall not be Visible from Neighboring Property.

(l) Encroachments. No tree, shrub, or planting of any kind on any Lot or owned Dwelling Unit within Piney Orchard shall be allowed to overhang or otherwise to encroach upon any sidewalk, street, pedestrian way, or other area from ground level to a height of twelve (12) feet, without the prior approval of the Architectural Review Board.

(m) Right for Inspection. During reasonable hours, the Association, any member of the Architectural Review Board, any member of the Board of Directors, or any authorized representative of any of them, shall have the right to enter upon and inspect

any Lot or owned Dwelling Unit within Piney Orchard, and the improvements thereon, except for the interior portions of any Dwelling Unit, for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

(n) Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot or owned Dwelling Unit except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a residence, appurtenant structures, or other improvements, and except that which Declarant or the Association may require for the operation and maintenance of Piney Orchard.

(o) Restriction on Further Subdivision. No Lot shall be further subdivided or separated into smaller lots or parcels, and no portion less than all of any existing Lot shall be conveyed, transferred or leased by any Owner without the prior written approval of the ARB; provided, however, that Declarant and/or a Developer shall not be precluded or restricted from resubdividing any existing Lot owned by the Declarant and/or a Developer. This section shall also not prohibit deeds of correction, deeds to resolve boundary line disputes, and other minor adjustments in property boundaries, nor shall it prohibit the creation of Multi-Family Structures or condominiums on any Lot, all such changes or uses being subject to approval by the ARB and compliance with the applicable zoning and subdivision laws.

(p) Signs. No signs (including, but not limited to, commercial, political and similar signs) which are Visible from Neighboring Property shall be erected or maintained on any Lot or owned Dwelling Unit except:



- (1) Such signs as may be required by legal proceedings;
- (2) Not more than two (2) residential identification signs each of a combined total face area of seventy-two square inches or less;
- (3) During the time of construction of any building or other improvement, one job identification sign not larger than eighteen by twenty-four inches in height and width and having a face area not larger than three square feet; and
- (4) Such signs the nature, number, and location of which have been approved in advance by the ARB;
- (5) Such signs, the number, type and size of which as may be approved from time to time by Declarant for Developers to identify and advertise their projects; and
- (6) Realtor "For Sale" or "Rent" signs not larger than two by three feet square.

(q) Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of structures, improvements or signs necessary or convenient to the development, identification, or sale of property within Piney Orchard.

(r) Chemical Treatment of Lawns and Soil. The ARB shall establish and enforce guidelines and standards for the application of fertilizers, herbicides and other chemicals to lawns, soil and landscaping in order to control non-point source pollution discharges into the Patuxent River or other bodies of water on or adjacent to the Property.

A violation of such guidelines and standards will subject the Owner of such property, in the discretion of the ARB, to corrective action at the Owner's expense enforceable by the Association through lien as set forth herein.

(s) Damage or Destruction of Common Area by Owners. In the event any Common Area or improvement on or associated with same is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair said damaged area or improvement, and the Association shall so repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area or improvement involved, or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association. The amount necessary for such repairs shall be paid by said Owner, upon demand, to the Association and the Association may enforce collection of same in the same manner as provided elsewhere in this Declaration for collection and enforcement of assessments.

(t) Wastewater Collection and Treatment. Each Owner of a Lot shall comply in all respects with all federal, state and local laws and regulations which shall from time to time govern the quality of discharge of wastewater to the sanitary collection and treatment system serving said Lot or owned Dwelling Unit. In addition, each Owner of a Lot shall specifically comply with all wastewater discharge requirements, contractual or otherwise, set forth from time to time by the owner of the wastewater collection and treatment facility serving the Lot or Dwelling Unit.

## ARTICLE V

## THE PINEY ORCHARD COMMUNITY ASSOCIATION, INC.

Section 1. Organization.

(a) The Association. The Association is a nonprofit Maryland corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles of Incorporation (the Articles), By Laws, and this Declaration. Neither the Articles of Incorporation nor the By Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

(b) Subsidiary Associations. The Association or the Declarant shall have the right to form one or more subsidiary associations, for any purpose or purposes deemed appropriate by the Board or the Declarant. Without limiting the generality of the foregoing, one or more subsidiary associations may be formed for the operation and maintenance of any specific area located within Piney Orchard and for the operation of specific recreational amenities. However, such subsidiary associations shall be subject to this Declaration and may not take any action to lessen or abate the rights of the Owners herein. In the event that the area governed by such subsidiary association is proposed for Veterans' Administration home mortgage participation, the creating documents for such subsidiary association shall be reviewed and approved by the Veterans' Administration.

Section 2. Rules and Regulations Governing Use of the Common Area. The Board of Directors, in accordance with the Association Articles of Incorporation, By-Laws, and this Declaration, may adopt rules and regulations governing use of the Common Area. Such rules and regulations shall govern use of the Common Area by any Owner, the

Owner's family, invitees, licensees, guests and/or lessees. The Board, in its discretion, with the consent of the Declarant (as long as Declarant retains the power of appointment of the ARB), may delegate the power to adopt and enforce such rules and regulations to the ARB.

Section 3. Personal Liability. No member of the Board of Directors or any committee of the Association, or any officers of the Association or the Manager, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, the Board, the Manager, or any other representative or employees of the Association, or the Architectural Review Board, or any other Committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

## ARTICLE VI

### MEMBERSHIP AND VOTING RIGHTS

Section 1. Memberships. Every Owner of a Lot or Dwelling Unit which is subject to assessment of the "Annual Charge", as well as the Declarant, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is so subject to assessment.

Section 2. Classes of Membership. The Association shall have three classes of voting membership:

Class A. Class A Members shall be all Owners of a Lot with the exception of the Declarant and the Owners of Lots improved with Multi-Family Structures, and shall be entitled to one vote for each such Lot owned. When more than one person holds an interest in any such Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member(s) shall be Owners of Lots upon which are built multi-family Structures and shall be entitled to one (1) vote for each Dwelling Unit constructed thereupon. Such Membership and voting rights shall come into existence on the date certificates of occupancy are issued for such Dwelling Units. Prior thereto, the Owner of such Lot shall be entitled to one (1) vote for each Lot owned.

In the event that a Multi-Family Structure is divided into condominium units under the Horizontal Property Act of the State of Maryland, the "Public Purchasers" of such units, following acceptance of a deed for such unit, shall be Class A members as defined herein.

When more than one person holds an interest in ownership of a Dwelling Unit, all such persons shall be Members. The vote for such Dwelling Unit may be exercised

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as they among themselves determine, but in no event shall more than one vote be cast with respect to such unit.

Class C. The Class C Member shall be the Declarant, which shall have 8400 votes less the number of Class A and B votes outstanding at the time a vote is taken. The Class C Membership shall cease and be converted to Class A or Class B Membership as appropriate on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A and B Memberships equal the total votes outstanding in the Class C Membership, or

(b) at the expiration of ten (10) years after the date of this Declaration, provided however, that the filing of any Supplemental Declaration annexing additional property to this Declaration shall extend the existing Class C Membership for a period of ten (10) years from the date such Supplemental Declaration is filed for record (unless, however, the Class C Membership is terminated earlier by virtue of paragraph (a) above). Upon the conversion of the Class C to a Class A and/or B Membership, no action may be taken by the Association which would serve to impede the installation of Common Area facilities substantially represented in plans of

public record particularly as they may have been required and/or approved by public agencies.

Notwithstanding any other provision hereof, the Declarant may at any time relinquish its Class C Membership and upon such relinquishment will revert to a Class A and/or B Member to the extent of property owned conveying such Membership.

Also notwithstanding any other provision hereof, the Class C membership shall, in any event, terminate on or before January 1, 2010.

#### ARTICLE VII

#### CREATION, ASSESSMENT AND PAYMENT OF ANNUAL CHARGE - LIEN FOR SAME

Section 1. Creation of Annual Charge and Lien for Same. For the purpose of providing funds for use as specified in Section 3 hereof, the Board of Directors shall in each year, commencing with the year 1990, assess against the Assessable Property a charge (which shall be uniform with respect to all Assessable Property) equal to a specified number of cents (within those limits as provided for in Section 2 herein) for each One Hundred Dollars (\$100.00) of the then current "Assessed Valuation", as defined in Section 4 herein, of the Assessable Property. In making each such assessment, the Board of Directors shall separately assess each Lot based upon its Assessed Valuation, and each such Lot shall be charged with and subject to a lien for the amount of such

separate assessment which shall be deemed the "Annual Charge" with respect to such Lot.

Section 2. Limits on Amount of Annual Charge. The specified number of cents for each One Hundred Dollars (\$100.00) of the then current "Assessed Valuation" to be used by the Board of Directors in computing the Annual Charge shall not exceed seventy-five cents (\$.75) until after January 1, 1994. Thereafter there shall be no set limit on the number of cents to be used in the computation, except that the Board of Directors shall not increase the number of cents to be used in any one year by an amount in excess of ten percent (10%) of that number of cents established for the prior year. Any change in the number of cents to be used in the calculation of the Annual Charge over that first set by the Board pursuant to Sections 1 and 2 above shall be in accordance with the terms hereof and be authorized by resolution approved by the majority of the Board of Directors.

Section 3. Purpose of Annual Charge. The Annual Charge levied by the Association in accordance herewith shall be used to provide funds for the legitimate purposes of the Association as set forth herein and in the Articles of Incorporation, and in general, to promote the recreation, health, safety and general welfare of the Members and for the maintenance and improvement of the Common Area.

Section 4. Assessed Valuation. As used herein the term "Assessed Valuation" shall mean:

(a) the highest valuation placed on land and Permanent Improvements in each year for Anne Arundel County or Maryland State real estate tax purposes, whichever may be higher, as assessed or determined in such manner as may from time to time be



provided by applicable law, regardless of any decrease of such valuation during such year by reason of protest, appeal or otherwise;

(b) if both Anne Arundel County and the State of Maryland shall ever cease to impose real estate taxes, then said term shall mean in each year thereafter the highest valuation placed on land and Permanent Improvements during the last year when either shall have imposed real estate taxes, determined as provided in the immediately preceding subparagraph (i).

Section 5. Collection of Annual Charge. As soon as may be practical in each year, the Association shall send a written bill to each Owner stating (i) the Assessed Valuation of each Lot owned by such Owner as the same appears on the appropriate public record; (ii) the number of cents per One Hundred Dollars (\$100.00) of such Assessed Valuation assessed by the Board of Directors as the Annual Charge for the year in question; (iii) the amount of the Annual Charge assessed against each such Lot, stated in terms of the total sum due and owing as the Annual Charge; and (iv) that unless the Owner shall pay the Annual Charge within thirty (30) days following the date of receipt of the bill the same shall be deemed delinquent and will bear interest at the rate of eight percent (8%) per annum until paid. The Board of Directors shall have the right by resolution duly adopted by a majority of said Board to adopt procedures for the purpose of making the assessments provided herein and the billing and collection of the Annual Charges, provided that the same are not inconsistent with the provisions hereof.

The Board of Directors shall also have the right by resolution duly adopted by a majority of said Board to request approval by the Anne Arundel County Council of a Special Taxing District for the purpose of collection of the Annual Charge. Upon

establishment of such Special Taxing District, the Board may assign to Anne Arundel County any or all rights of enforcement of payment of the Annual Charge held by the Association including foreclosure of the lien established hereby. In the event such Special Taxing District is established by the County Council, the Board shall also have the right by similar resolution to request dissolution of such Special Taxing District.

Section 6. Certificate for Payment of Annual Charge. Upon written demand by an Owner, the Association shall within a reasonable period of time issue and furnish to such Owner a written certificate stating that all Annual Charges (including interest and costs, if any) have been paid with respect to any specified Lot as of the date of such certificate or, if all Annual Charges have not been paid, setting forth the amount of such Annual Charges (including interest and costs, if any) due and payable as of such date. The Association may make a reasonable charge for the issuance of such certificate which must be paid at the time that the request for such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser of, or lender on, the Lot in question.

Section 7. Lien for Annual Charge. Each Owner of any Lot within the Assessable Property, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to and does hereby covenant and agrees to pay to the Association the Annual Charge assessed by the Association in accordance herewith for each Lot owned by such Owner in each year hereafter. The Annual Charge together with interest, costs and reasonable attorney's fees, as provided for herein, shall be a charge on the land and shall be a continuing lien upon the property against which each such Annual

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Charge is made and levied. Each such Annual Charge for each Lot, together with 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 Annual Charge falls due. The personal obligation for delinquent Annual Charges shall not pass to his successor in title unless expressly so assumed.

Section 8. Effect of Nonpayment of Annual Charge; Remedies of the Association.

Each Owner of any Lot shall be deemed to covenant and agree to pay to the Association the Annual Charge provided for herein, and agrees to the enforcement of the Annual Charge in the manner herein specified. In the event the Association employs an attorney or attorneys for collection of any Annual Charge, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, each Owner and Member agrees to pay reasonable attorney's fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner or Member. In the event of a default in payment of any such Annual Charge when due, the Annual Charge shall be deemed delinquent, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any manner provided by law or in equity, or without any limitation of the foregoing, by either or both of the following procedures:

(a) Enforcement by Suit. The Board or the Declarant while a Class C Member may cause a suit at law to be commenced and maintained in the name of the Association against an Owner or Member to enforce each such Annual Charge obligation. Any judgment rendered in any such action shall include the amount of the delinquency,

together with interest thereon at the rate of eight percent (8%) per annum from the date of delinquency, court costs, and reasonable attorney's fees in such amount as the Court may adjudge against the delinquent Owner or Member.

(b) Enforcement by Lien. There is hereby created a claim of lien, with power of sale, on each and every Lot, within the Property to secure payment to the Association of any and all Annual Charge computed in accordance with the provision of this Article VII levied against any and all Owners subject to this Declaration, together with interest thereon at the rate of eight percent (8%) per annum from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorney's fees. At any time within one hundred eighty (180) days after the occurrence of any default in the payment of any such Annual Charge, the Association, or any authorized representative may, but shall not be required to, make a written demand for payment to the defaulting Owner, on behalf of the Association. Said demand shall state the date and amount of the delinquency. Each default shall constitute a separate basis for a demand, but any number of defaults may be included within a single demand. If such delinquency is not paid within ten days after delivery of such demand, or even without such a written demand being made, the Association may (instead of a suit for judgment as provided for in Section A above) file a notice of intent to claim of lien on behalf of the Association against the Lot of the defaulting Owner. Such a notice of intent to claim of lien shall be executed and acknowledged by any officer of the Association, shall identify the Association as the claimant (including its address) and shall contain substantially the following information:

- (1) The name of the delinquent Owner;

- (2) The legal description and street address of the Lot or Dwelling Unit against which claim of lien is made;
- (3) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and reasonable attorney's fees (with any proper offset allowed);
- (4) That the claim of lien is made by the Association pursuant to this Declaration and any applicable supplemental declaration; and
- (5) That a lien is intended to be claimed against said Lot or Dwelling Unit in an amount equal to the amount stated.
- (6) That the party against whom the lien is to be claimed has a right to a hearing under the Annotated Code of Maryland, Real Property Article, Section 14-201, et. seq. as the same may be amended from time to time.

Within thirty (30) days of such notice, the Association may proceed against the Owner as provided in the Annotated Code of Maryland, Real Property Article, Section 14-201, et. seq. or any other applicable law to establish a lien. Such a lien, once established, shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except only tax liens for real property taxes, assessments in favor of any municipal or other governmental assessing unit, and the liens which are the result of first mortgages. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a realty mortgage or deed of trust as set forth by the laws of the State of Maryland, as the same may be changed or amended.

The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other Lot or Dwelling Unit Owners. The Association shall have the power to bid at any foreclosure sale and to purchase, acquire, hold, lease, mortgage, and convey any Lot. In the event such foreclosure is by action in court, reasonable attorney's fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. Each Owner, by becoming an Owner of a Lot or Dwelling Unit, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot or Dwelling Unit shall not affect the Annual Charge lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure by the lender or any proceeding in lieu thereof, shall extinguish the lien of such Annual Charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Dwelling Unit from liability for any Annual Charges thereafter becoming due or from the lien thereof.

## ARTICLE VIII

### ARCHITECTURAL CONTROL

Section 1. Organization, Appointment, Removal and Procedure of the Architectural Review Board. The "Architectural Review Board" (the "ARB") shall be composed of any three or more individuals (who may be employees of Declarant or its affiliated entities) appointed and removed from time to time by the Declarant for a period of ten (10) years

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from the date hereof, and thereafter as long as the Declarant retains an ownership interest in developed or undeveloped land subject to this Declaration, and thereafter, by the Board of Directors. The affirmative vote of a majority of the ARB shall be required in order to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permit, authorization or approval pursuant to directives or authorizations contained herein. The Declarant may, at any time, relinquish the above described right of appointment of the ARB to the Board of Directors.

Section 2. Delegation of Powers of the ARB to the Association for "Developed Areas". The Declarant may, at any time prior to the relinquishment of its power of appointment and removal as set forth above, delegate the powers of the ARB to the Association (or an "Architectural Committee" appointed by the Board of Directors for such purpose) to review and approve proposed improvements and to exercise other functions of the ARB in areas of Piney Orchard that are subdivided (by recorded subdivision plat) and improved by Structures previously reviewed and approved by the ARB ("Developed Areas").

Section 3. Adoption of Design Guidelines by the ARB. The ARB shall adopt, and revise from time to time, a set of "Design Guidelines" which shall be a basic standard for review of any proposed improvements or Structures within the Property. The Association or its "Architectural Committee" may adopt a set of "Design and Improvement Guidelines" (not in conflict with previously adopted ARB Guidelines) for "Developed Areas."

Section 4. Approval by the ARB. No Structure shall be commenced, erected, placed, moved on to or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance

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thereof, nor shall any new use be commenced on any Lot, unless plans, specifications and a site plan (including a description of any proposed new use) for such use shall have been submitted to and approved in writing by the ARB. Such plans and specifications shall be in such form and shall contain such information, as may be required by the ARB, but in any event shall include (i) a site plan of the Lot showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular Lot (including proposed front, rear and side yard set-backs and open or buffer spaces, if any are proposed) of all Structures, the location thereof with reference to Structures on adjoining portions of the Property, and the number and location of all parking spaces and driveways on the Lot; and (ii) grading and landscaping plans for the particular Lot.

Section 5. Criteria for Review. The ARB in the exercise of its reasonable judgment shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- (a) the failure of such plans or specifications to comply with this Declaration or any Supplemental Declaration;
- (b) failure to include information in such plans and specifications as may have been reasonably requested;
- (c) objection to the exterior design, appearance or materials of any proposed Structure;
- (d) incompatibility of any proposed Structure or use with existing Structures or uses upon other Lots in the vicinity;
- (e) objection to the location of any proposed Structure upon any Lot or with reference to other Lots in the vicinity;



- (f) objection to the grading and landscaping plans for any Lot;
- (g) objection to the color scheme, finish, proportions, style of architecture, height, bulk or compatibility of any proposed Structure;
- (h) objection to parking areas proposed for any Lot on the grounds of (i) incompatibility to proposed uses and Structures on such Lot or (ii) the insufficiency of the size of parking areas in relation to the proposed use of the Lot; or
- (i) any other matter which, in the judgment of the ARB, would render the proposed Structure, Structures or uses inharmonious with the general plan of improvement of the Property or with Structures or uses located upon other Lots in the vicinity.

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

Section 6. Records of the ARB. Upon approval by the ARB of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the ARB, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

Section 7. Rules and Procedures of the ARB. The ARB may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific

improvements on the Lots, including, without limitation, exterior lighting and planting, and may issue statements of policy and/or guidelines with respect to approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval. Such rules and statements of policy and guidelines may be amended or revoked by the ARB at any time, and no inclusion in, omission from or amendment of any such rule, guideline or statement shall be deemed to bind the ARB to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the ARB's discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver of the ARB's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot or Lots. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be revoked or rescinded thereafter, provided (i) that the Structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in this or any Supplemental Declaration and (ii) that the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all Structures on and uses of the Lot in question.

In the event that the ARB fails to approve or disapprove any plans and specifications as herein provided within sixty (60) days after submission thereof, the same shall be deemed to have been approved as submitted, and no further action shall be required.

Section 8. Failure to Comply with Rules and Procedures. If any Structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans, specifications and site plan documentation approved by the ARB pursuant to the provisions of this Article, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article and without the approval required herein, and, upon written notice from the ARB, any such Structure so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or realtered, and any such use shall be terminated, so as to extinguish such violation.

If fifteen (15) days after the notice of such a violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Declarant or the Association by written delegation of right and authority from the Declarant during the period in which the Declarant retains the power of appointment of the ARB and thereafter the Association shall have the right, through its agents and employees, to (i) record among the Land Records of Anne Arundel County, Maryland a notice of such violation and potential lien, the intent of same being to put any potential purchaser of the Lot in question on notice of the violation; and/or (ii) enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question. In the event of such action by the Association during the period in which the Declarant retains the power of appointment of the ARB, the Association shall act only in its own right pursuant to any such delegation and shall not act as an agent of the Declarant for such purpose.

The lien provided in this Section shall be in favor of the entity acting but shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Lot in question unless a suit to enforce said lien shall have been filed in a court of record in Anne Arundel County prior to the recordation among the Land Records of Anne Arundel County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

Section 9. Certificates of Compliance. Upon completion of the construction or alteration of any Structure in accordance with plans and specifications approved by the ARB, the ARB shall upon written request of the Owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such Structure and the Lot on which such Structure is placed, and stating that the plans and specifications, the location of such Structure and the use or uses to be conducted thereon have been approved and that such Structure complies therewith. Preparation and recording of such certificate shall be at the expense of such Owner. Any certificate of compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all Structures on the Lot, and that use or uses described therein comply with all the requirements of this Article, and with all other requirements of this Declaration as to which the ARB exercises any discretionary or interpretive powers.

Section 10. Review Fee. The ARB and/or Architectural Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to this Article, payable at the time such plans and specifications are

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so submitted, provided, that such fee shall not exceed the amount chargeable by the appropriate governmental authority for the application for and processing of building permits for Structures on the Lot with regard to which such plans and specifications are submitted.

Section 11. Inspection. Any agent of the Declarant, the ARB or the Association when the latter two entities are entitled to exercise rights of enforcement hereunder may at any reasonable time or times enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of Structures thereon are in compliance with the provisions hereof; and neither the Declarant, the Association nor the ARB nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 12. Liability. Neither the Architectural Review Board nor any member thereof shall be liable to the Association, any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of (i) the approval or disapproval of any plans, drawings, or specifications, whether or not defective, (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings or specifications, (iii) the development of any Property, or (iv) the execution and filing of any notice of violation and/or estoppel certificate, whether or not the facts therein are correct; provided, however, that with respect to the liability of a member, such member has acted in good faith on the basis of such information as may be possessed by him.

Section 13. Access to ARB. Without in any way limiting the generality of any of the foregoing provisions of this Article VIII, the Architectural Review Board, or any member thereof, may, but is not required to, consult with or hear the views of the Association or any Owner with respect to any plans, drawings, specifications, or any other proposal submitted to the Architectural Review Board. The ARB may meet informally, by meeting, telephone, letter or otherwise, as necessary to properly perform its duties hereunder, and no one shall have any right to be present or participate in any meeting of the ARB other than the members (of the ARB) themselves.

ARTICLE IX

EASEMENTS

Section 1. Reservation for Declarant, Assigns. Easements and rights of way are hereby expressly reserved to the Declarant and its agents, representatives and assigns in, on, over and under the "easement area", as hereafter defined, of each Lot, for the following purposes:

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

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

(c) For installation and maintenance of trees, shrubs, miscellaneous planting and other landscaping features within the easement area described above,

The Declarant and the Association, and their respective agents and assigns, shall have the right to enter upon all parts of the easement area of each Lot for any of the purposes for which said easement and rights of way are reserved.

The Declarant and the Association shall also have the right at the time of, or after, the grading of any street, or any part thereof, to enter upon any abutting Lot and grade the portion of such Lot adjacent to such street to a slope of 2 to 1, but there shall be no obligation on either of them to do such grading or to maintain the slope.

Section 2. Description of Easement Area. The term "easement area", as used herein, shall mean and refer (i) to those areas on each Lot with respect to which easements may be shown on the recorded subdivision plat relating thereto; and in addition (ii) to a strip of land within the lot lines of each Lot ten (10) feet in width in the front and rear of the Lot and five (5) feet in width on each side, each said distance being measured in each case from the lot line toward the center of the Lot. Declarant shall have the right to extinguish and release its right to any "easement area," as provided for in this Article.

Section 3. Authority to Execute Reciprocal Easement and Maintenance Agreements. The Declarant and the Association shall have the authority to create, by

execution of appropriate documentation, reciprocal easements and maintenance agreements covering access to, the right to improve and the right to maintain Common Areas, recreation areas and rights of way within the property, as such are deemed necessary to provide for access, use and maintenance thereof by the Declarant, the Association or their successors or assigns.

## ARTICLE X

### GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the Association or any Owner as their interests may appear, 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 Declarant, the Association or by any Owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction as well as any other available relief either at law or in equity.

Section 2. Severability. Invalidation of any one or several of the covenants or restrictions set forth herein, by judgment or court order shall in no wise affect any other provision, all of which shall remain in full force and effect.

Section 3. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods

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of ten (10) years, unless at the expiration of any such period, this Declaration is expressly terminated by an instrument signed by not less than seventy five percent (75%) of each class of Members, and approved by Anne Arundel County. Any termination must be recorded to be effective.

Section 4. Amendment. This Declaration may be amended by the recordation among the Land Records of Anne Arundel County of an appropriate Amended Declaration executed by fifty-one percent (51%) of each class of Members. Any amendment to this Declaration shall be reviewed and approved by the Veterans' Administration or successor governmental agency prior to recordation thereof.

Section 5. Interpretation and Construction; Imolementino Rules and Regulations. The Declarant, for so long as it retains the power of appointment of the members of the ARB and the Association after it assumes powers of appointment of the ARB shall have the right to construe and interpret the provisions of this Declaration, and in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof. Any conflict between any construction or interpretation herein provided for and that of any other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of the Declarant (or of the Association when acting as set forth above).

The Declarant and the Association to the extent of their respective functions hereunder and rights specifically provided herein, may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting and promulgating such rules and

regulations, and in making any finding, determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Declarant and the Association shall take into consideration the best interest of the Owners and of the Property to the end that the Property shall be preserved and maintained as a high quality residential community.

Section 6. Violations and Nuisance. Violation or breach of any provision herein contained shall give the Declarant or the Association, to the extent that any of them may have a right of enforcement thereover, their respective legal representatives, heirs, successors and assigns, in addition to all other remedies, the right to enter upon the land upon or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the Owner thereof, any Structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the said parties shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal. Nothing herein contained shall be deemed to affect or limit the rights of the Owners of the Lots or Dwelling Units within the Property, when entitled to do so, to enforce this Declaration.

Section 7. Violation of Law. Any violation of any state, municipal, or local laws, ordinances or regulations, pertaining to the ownership, occupation or use of the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.

Section 8. Remedies Cumulative. Each remedy provided by this Declaration and any Supplemental Declaration is cumulative and not exclusive.

Section 9. Delivery of Notices and Documents. Any written notice or other documents relating to or required by this Declaration or otherwise may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered forty-eight hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows: If to the Association, c/o Piney Orchard Master Partnership, The KMS Group, Inc., One Centre Park, Columbia, MD 21045; if to the Architectural Review Board, c/o Piney Orchard Master Partnership, The KMS Group, Inc., One Centre Park, Columbia, MD 21045; if to an Owner, to the address of any Lot or Dwelling Unit within Piney Orchard owned, in whole or in part, by him or to any other address last furnished by an Owner to the Association; and if to Declarant, c/o Piney Orchard Master Partnership, The KMS Group, Inc., One Centre Park, Columbia, MD 21045 ; provided, however, that any such address may be changed at any time by the party concerned by Recording a written notice of change of address and delivering a copy thereof to the Association. Each Owner of a Lot shall file the correct mailing address of such Owner with the Association, and shall promptly notify the Association in writing of any subsequent change of address.

Section 10. Certain Rights of the Declarant. For such time as the Declarant shall own any property or Lots subject to this Declaration, its rights and interests shall not be prejudiced by any of the following actions unless it shall, in writing, join in such actions.

There shall be no amendments to this Declaration which:

(a) Discriminate or tend to discriminate against its rights as Declarant or as an Owner;

- (b) Changes Article I, Definitions, in a manner which alters its rights or status;
- (c) Alters its rights under Article III as regards annexation of additional properties or deletion of portions of the Property;
- (d) Alters the character and rights of Membership or the rights of the Declarant as set forth in Article VI;
- (e) Alters previously recorded or written agreements with public or quasi-public agencies as regards easements and rights-of-way;
- (f) Denies the right to convey Common Areas to the Association;
- (g) Alters its rights as set forth in Articles IV and VIII relating to design controls;
- (h) Alters the basis for assessments;
- (i) Alters the provisions of the protective covenants as set forth in Article IV;
- (j) Alters the Declarant's rights as they appear under this Article.

Section 11. Effect of Violation on Existing Mortgage. No violation of any provision of this Declaration shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagees' or foreclosure sale shall be bound by and subject to this Declaration as fully as any other Owner of any portion of the Property.

Section 12. Conflict. In the event of conflict among the governing documents relating to Piney Orchard, this Declaration shall control, then Supplemental Declarations, then the Articles of Incorporation of the Association, then the By-Laws; except that in all

cases where the governing documents may be found to be in conflict with statute, the statute shall control.

Section 13. Dissolution of the Association. In the event of a dissolution of the Association, its rights, powers and duties set forth herein shall be deemed to devolve and be transferred to that entity to which the substantive portion of its assets shall be granted, conveyed or assigned.

Section 14. Interpretation. Unless the context otherwise requires, the use of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation." This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Properties. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

Section 15. The Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real property subjected to this Declaration, each person or entity, for himself, or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby and hereby evidences his interest that all the restrictions, conditions,

covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future owners.

Section 16. Assignment by Declarant. Any and all of the rights, powers and reservations of Declarant herein contained may be assigned by Declarant to any person, corporation or association or other legal entity which will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation, entity or association's evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. The term Declarant as used herein includes all such assignees so designated by Declarant and their heirs, successors and assigns. If at any time a Declarant ceases to exist and has not made such an assignment, a successor Declarant may be appointed by the written consent of the Owners of fifty-one percent (51%) of the members subject to this Declaration. Any assignment or appointment made under this Section shall be in recordable form and shall be recorded in Anne Arundel County, Maryland.

Section 17. Ownership by Governmental Entity. The terms and provisions contained in this Declaration shall not apply to the Property or any portion thereof owned or leased by the United States, State of Maryland, Anne Arundel County or any instrumentality or agency thereof for so long as such entity shall be the owner or lessee

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thereof, but such terms and provisions shall continue to apply to the Property, or any portion thereof, at such time as the Property or any portion thereof, is no longer owned or leased by the United States, State of Maryland, Anne Arundel County or any instrumentality or agency thereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 9<sup>th</sup> day of January, 1990.

WITNESS:

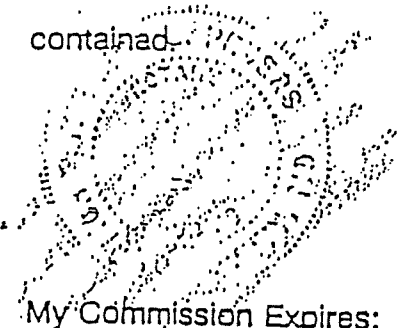
PINEY ORCHARD MASTER PARTNERSHIP,  
DECLARANT  
By Piney Orchard Limited  
Partnership, General Partner  
By BOKS-11, Inc., General Partner

John Davis Gurday

By: Peter M. Kirk  
Peter M. Kirk, President PK

STATE OF MARYLAND, COUNTY OF ~~ANNE ARUNDEL~~ <sup>HOWARD</sup>, TO WIT:

I HEREBY CERTIFY that on this 9th day of January, 1990, personally appeared before me, a Notary Public for the State and County aforesaid, Mr. Peter M. Kirk, President of BOKS-11, Inc., a Maryland Corporation, the General Partner of Piney Orchard Limited Partnership, a Maryland Limited Partnership, General Partner of Piney Orchard Master Partnership, a Maryland General Partnership who acknowledged his execution of the above Declaration of Covenants, Conditions and Restrictions on behalf of and as authorized by the said corporation and partnerships for the purposes therein contained.



*Thomas E. Fisher*  
Notary Public

My Commission Expires:

July 1, 1990

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cfd/po/disk#1. . . . .  
1/9/90



Liber 5006 PAGE 185

DESCRIPTION OF PARCEL 6  
 PINEY ORCHARD, SECTION 1  
 4th Assessment District, Anne Arundel County, Maryland

BEGINNING for the same at the point where the southmost right-of-way line of Piney Orchard Parkway (120 ft. right-of-way) is intersected by the westmost right-of-way line of Stream Valley Drive (80 ft. right-of-way) as shown on the plat titled "Piney Orchard, Section 1, Parcels 5 & 6", filed among the Land Records of Anne Arundel County, Maryland as Plat No. 6026, the said point of beginning being coordinate point #239 as shown on the said plat; thence from the said beginning point running with the westmost and northwestmost right-of-way line of the said Stream Valley Drive the following five (5) courses and distances, viz:

- (1) South 72°35'10" East 35.86 feet,
- (2) South 28°24'23" East 350.50 feet,
- (3) 816.78 feet along the arc of a curve to the right having a radius of 660.00 feet and chord bearing South 07°02'48" West a distance of 765.65 feet;
- (4) South 42°30'00" West 286.46 feet and
- (5) 124.44 feet along the arc of a curve to the left having a radius of 840.00 feet and chord bearing South 38°15'23" West a distance of 124.32 feet; thence leaving Stream Valley Drive and running,
- (6) North 40°07'51" West 438.10 feet,
- (7) North 48°03'53" East 475.00 feet and
- (8) North 26°07'11" West 635.80 feet to a point on the previously mentioned southmost right-of-way line of Piney Orchard Parkway; thence running with the said southmost right-of-way line,
- (9) North 66°30'00" East 315.00 feet and
- (10) 92.13 feet along the arc of a curve to the left having a radius of 1835.00 feet and chord bearing North 65°03'42" East a distance of 92.13 feet to the place of beginning.

CONTAINING 12.795 acres of land, more or less.

SUBJECT TO easements, rights-of-way, notes, terms and conditions set forth on Plats #6021 and #6026 recorded among the Land Records of Anne Arundel County.

BEING part of the land described in the confirmatory deed from Winwood Corporation, et al, to Piney Orchard Master Partnership, dated March 1, 1988 and recorded among the Land Records of Anne Arundel County, Maryland in Liber No. 4556, folio 205 and also being Parcel 6 as shown on the plat titled "Piney Orchard, Section 1, Parcels 5 & 6", filed among the said Land Records as Plat No. 6026. Date: 09-27-2019

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Mail to

C. Fred Delavan  
 E. W. D. O.

**ATTACHMENT 3**

**SUPPLEMENTAL DECLARATION**  
**Cedar Ridge at Piney Orchard, Phase 6, Parcel 63**

This Supplemental Declaration made this \_\_\_\_ day of \_\_\_\_\_ 2002, by **PINEY ORCHARD MASTER PARTNERSHIP**, a Maryland general partnership authorized under the laws of the State of Maryland (herein "POMP") and **PEPPERCORN LAND LIMITED PARTNERSHIP**, a Maryland limited partnership (herein "Peppercorn").

**WHEREAS**, POMP is the named "Declarant" under that Declaration of Covenants, Conditions and Restrictions dated January 9, 1990 and recorded among the Land Records of Anne Arundel County, Maryland at Liber 5006, Page 135 as amended (herein "POCA Declaration") and the owner, with Peppercorn, of the property described in Exhibit A to this Supplemental Declaration; and

**WHEREAS**, pursuant to Article III Section 2 of the POCA Declaration POMP, as Declarant, is empowered to annex additional properties to the POCA Declaration to the end that said additional properties shall be subjected and bound by the provisions of the POCA Declaration; and

**WHEREAS**, POMP is now desirous of annexing certain additional properties to the Piney Orchard P.U.D. and subjecting the same to the POCA Declaration so that same shall be subject to and bound by the terms of said POCA Declaration.

**WHEREAS**, Peppercorn is the owner of the remaining portion of the property hereinafter described and Peppercorn is joining in this Declaration to consent to the annexation of such property to the Piney Orchard P.U.D. and to subject all of its right, title and interest in and to said Property to the lien, operation and effect of the POCA Declaration.

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NOW, THEREFORE, this Supplemental Declaration is made with the intent and purpose that those properties, as described in Exhibit A attached hereto and made a part hereof, are hereby annexed to the "Property," as defined in the POCA Declaration, and shall from and after the date hereof be subject to and burdened and bound by all the covenants, easements, restrictions, charges and liens therein set forth, to the same effect as if the same had been described and incorporated originally as a part of the "Property".

WITNESS the hand and seal of the authorized General Partners of POMP and of Peppercorn as of the date first above set forth.

ATTEST:

**PINEY ORCHARD MASTER PARTNERSHIP**

By: **Piney Orchard Limited  
Partnership, General Partner**

By: **Constellation Real Estate, Inc.,  
General Partner**

By: \_\_\_\_\_  
**Steven S. Koren  
Managing Director  
Authorized Agent**

**PEPPERCORN LAND LIMITED  
PARTNERSHIP**

By: **Constellation Real Estate, Inc.  
General Partner**

By: \_\_\_\_\_  
**Steven S. Koren  
Managing Director  
Authorized Agent**

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STATE OF MARYLAND, COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY, that on this \_\_\_ day of \_\_\_\_\_ 2002, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared STEVEN S. KOREN, who acknowledged himself to be the Authorized Agent of CONSTELLATION REAL ESTATE, INC., a Maryland corporation, General Partner of PINEY ORCHARD LIMITED PARTNERSHIP, General Partner of PINEY ORCHARD MASTER PARTNERSHIP, and that he as such Authorized Agent, being authorized so to do, executed the within instrument for the purposes therein contained and as authorized by the said corporation and partnership.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

STATE OF MARYLAND, COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY, that on this \_\_\_ day of \_\_\_\_\_ 2002, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared STEVEN S. KOREN, who acknowledged himself to be the Authorized Agent of CONSTELLATION REAL ESTATE, INC., a Maryland corporation, General Partner of PEPPERCORN LAND LIMITED PARTNERSHIP, and that he as such Authorized Agent, being authorized so to do, executed the within instrument for the purposes therein contained and as authorized by the said corporation and partnership.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

This is to certify that the within instrument has been prepared by the undersigned Maryland attorney.

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Nancy Haas  
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**EXHIBIT A TO SUPPLEMENTAL DECLARATION  
BY PINEY ORCHARD MASTER PARTNERSHIP  
Cedar Ridge at Piney Orchard, Phase 6, Parcel 63**

BEING all of the property shown on those certain plats entitled "CEDAR RIDGE AT PINEY ORCHARD," Plats 1 through 4 of 4, which plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book \_\_\_\_, Pages \_\_ through \_\_, inclusive, Plat Nos. \_\_\_\_\_ through \_\_\_\_\_, inclusive.

**ATTACHMENT 4**

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3.

ATTACHMENT B  
PART 2

OFFICE OF THE SECRETARY OF STATE  
APPLICATION FOR THE REGISTRATION  
OF A CONDOMINIUM IN THE STATE  
OF MARYLAND

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PUBLIC OFFERING STATEMENT

Part 2. Declaration and Bylaws

Insert this sheet immediately before a copy of the actual or proposed declaration, bylaws, and rules and regulations.

Applicant's comments, if any:

SEE ATTACHED DECLARATION, BY-LAWS AND RULES

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**ATTACHMENT 2**

Order: FG3V8JQ88  
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

LIBR 5006 PAGE 135

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 9th day of January, 1990, by Piney Orchard Master Partnership, a Maryland General Partnership, hereinafter referred to as the "Declarant".

WHEREAS, the Declarant is the fee simple owner of certain property in the Fourth Election District of Anne Arundel County, Maryland, being more particularly described on Exhibit A attached hereto and made a part hereof, said land in its entirety being hereinafter referred to as the "Property"; and

WHEREAS, The Declarant intends to develop upon the said Property, and other properties owned by it, a comprehensively planned community known as "Piney Orchard" (a "Planned Unit Development" or "PUD") comprising residential, recreational and open space uses, structures and facilities; and

WHEREAS, the Declarant intends to subject the property described on Exhibit A attached hereto to the covenants, liens, easements, conditions and restrictions set forth and established herein in order to preserve the aesthetic qualities of the community; to provide for the maintenance and improvement of land and facilities established for the common use of the community; to establish assessments against and a lien upon all land and improvements which have been made a part of the community by virtue of this Declaration and such additional property as may be added to the community by Supplemental Declarations for purposes of funding the appropriate and legitimate common purposes of the community; and to establish the rights, privileges, obligations, restrictions and easements relating to and controlling the use of certain land and facilities in Piney Orchard, as more particularly set forth herein; and



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WHEREAS, additional sections of Piney Orchard (in addition to that property described in Exhibit A) may be added to the Property by the Declarant by recording in the Land Records of Anne Arundel County Supplemental Declarations containing a description of such additional property and expressing an intent to subject such additional property to the terms of this Declaration and such additional covenants, liens, easements, conditions or restrictions as may be appropriate thereto; and

WHEREAS, the Declarant has caused to be formed the Piney Orchard Community Association, Inc. (hereinafter referred to as the "Association" or "POCA") as a non-profit incorporated community association to serve as the organization for the representation of the legitimate interests of all owners and residents within the Property, including (i) the assessment, collection and use of the annual charge as defined and imposed hereunder; (ii) the enforcement of all covenants contained herein and all liens created hereby, and (iii) the creation, operation, management and maintenance of the land, facilities and services referred to herein in accordance with its established operations and procedures as established by it; and

WHEREAS, this Declaration is the "Declaration" referred to in the Articles of Incorporation and By-Laws of the Association; and

WHEREAS, in order to create these covenants, liens, easements, conditions and restrictions and to cause them to run with, burden and bind the Property, the Declarant has recorded this Declaration intending that it shall bind the Declarant and its successors and assigns as hereinafter provided.

NOW THEREFORE WITNESSETH:

LIBER 5006 PAGE 137

That the Declarant hereby declares that all of the properties described in Exhibit A attached hereto and incorporated herein by reference and such additions thereto as may be made pursuant to Article III hereof shall be held, sold, conveyed and occupied subject to the following covenants, liens, easements, conditions and restrictions, which are for the sole purpose of protecting the value and desirability of and which shall run with and bind the said Property to the end of establishing a Planned Unit Development thereon and it being the intent of the Declarant that the same shall be binding on all parties hereafter acquiring and having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

And the Declarant further covenants, agrees and declares as follows:

ARTICLE I  
DEFINITIONS

Section 1. "Architectural Review Board" or "ARB" shall mean that group of persons appointed by the Declarant and/or the Board of Directors in accordance with Article VIII herein, with certain powers and duties to control the design and construction of "Structures", as herein defined, within the Property, all as more specifically described in Article VIII hereof.

Section 2. "Assessable Property" shall mean and refer to the entire Property except such portion or portions thereof as may from time to time constitute "Exempt Property", as hereinafter defined.

Section 3. "Association" shall mean and refer to the Piney Orchard Community Association, Inc., its successors and assigns.

Section 4. "Board" or "Board of Directors" shall mean the Board of Directors of the Association, unless otherwise designated.

Section 5. "Common Area" shall mean all real property within the Property owned by the Association for the common use and enjoyment of the Owners.

Section 6. "Declarant" shall mean and refer to Piney Orchard Master Partnership and any successor resulting from an assignment made in accordance with Article X, Section 16 herein.

Section 7. "Declaration" shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire document, as same may from time to time be amended, together with any and all Supplemental Declarations which may be recorded by Declarant.

Section 8. "Developer" shall mean any individual or legal entity purchasing any portion of the Property for the purpose of development of one or more "Lots" and/or "Dwelling Units" for resale and/or lease of same to "Public Purchasers."

Section 9. "Dwelling Unit" shall mean a single structure or portion of a structure designed for habitation by one family group or by persons living together as a bona fide single housekeeping unit.

Section 10. "Exempt Property" shall mean and refer to the following portions or parts of the Property:

(a) all land and "Permanent Improvements", as hereinafter defined, owned by the United States, the State of Maryland, Anne Arundel County, or any instrumentality

or agency of any such entity, for so long as any such entity, instrumentality or agency shall be the owner thereof; and

LIBER 5006 PAGE 139

(b) all land and Permanent Improvements owned by the Association for so long as it shall be the owner thereof.

Section 11. "First Mortgagee" or "Mortgagee" shall mean and refer to a lender who holds the first mortgage or deed of trust on an improved or unimproved Lot and who has notified the Association of its holdings.

Section 12. "Lot" shall mean any parcel or portion of the Property designated as a separate parcel on any recorded Subdivision Plat or as a separate unit on a condominium plat and which is assessed as a unit by the appropriate public officials for the purpose of real estate taxes imposed by the State of Maryland and Anne Arundel County.

Section 13. "Member(s)" shall mean and refer to the members of the Association which shall consist of all "owners" as defined herein.

Section 14. "Multi-Family Structure" shall refer to a habitable structure containing two or more Dwelling Units under one roof.

Section 15. "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of equitable or beneficial title (or legal title if same has merged) of any Lot or Dwelling Unit. The foregoing does not include persons or entities who hold an interest in any Lot or Dwelling Unit merely as security for the performance of an obligation. Except as stated otherwise herein, "Owner" shall not include a lessee or tenant of a Dwelling Unit. For the purposes of ARTICLE IV only, unless the context otherwise requires, "Owner" shall also include the family, invitees, licensees, and lessees of any

Owner, together with any other person or parties holding any possessory interest granted by such Owner in any Dwelling Unit and/or Lot.

LIBER 5006 PAGE 140

Section 16. "Permanent Improvements" shall mean and refer to all buildings, structures, and other tangible things which at the time of the assessment of each "Annual Charge", as defined in Article VII, Section 1, are taxable by the State of Maryland or Anne Arundel County as real property under applicable law.

Section 17. "Property" or "Properties" shall mean and refer to that certain real property hereinbefore described in Exhibit A, and such additions thereto as may hereafter be made subject to this Declaration by annexation as further provided in Article III.

Section 18. "Public Purchaser" shall mean any person(s) or other legally constituted entity owning a Lot and/or Dwelling Unit for the purpose of inhabiting same or entering into a transaction (lease or otherwise) which will result in the inhabitation of the Dwelling Unit and/or Lot by individuals using the same as a place of abode.

Section 19. "Structure" shall mean and refer to any thing or device, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, clothes line, radio or television antenna, fence, curbing, paving, wall, hedge, trees, shrubbery, signboard or any temporary or permanent living quarters or any other temporary or permanent improvement to such Lot. "Structure" shall also mean (i) any excavation, fill, ditch, diversion, dam or other thing or device which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot

and (ii) any change in the grade of any Lot of more than six inches from that existing at the time of purchase by each Owner.

LIBER 5006 PAGE 141

Section 20. "Supplemental Covenants" or "Supplemental Declaration" shall mean any Supplemental Declaration of covenants, conditions and restrictions which may be recorded by a Developer or the Declarant, relating to all or some portion or part of the Property. Declarant may authorize a Developer to record such Supplemental Covenants by execution thereof indicating such consent. No Supplemental Covenants shall be effective without such execution and consent by the Declarant.

Section 21. "Subdivision Plat" shall mean a recorded plat covering any portion or all of the Property referred to in this Declaration or property subsequently annexed thereto.

Section 22. "Visible from Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

## ARTICLE II

### PROPERTY RIGHTS

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

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;



(b) the right of the Association to suspend an Owner's voting rights and right to use the Common Area and any recreational structures or facilities located thereon for any period during which the Annual Charge against his Lot or Dwelling Unit remains unpaid; and for a period not to exceed 60 days for any infraction of this Declaration or the rules and regulations for the use of the Common Area established by the Board of Directors;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area then owned by it to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors or the Members (such dedication and/or transfer and the conditions thereof [if any] shall be approved by majority vote of the Board of Directors or by a resolution approved by fifty-one percent (51%) of each class of Members);

(d) the right of the Association to mortgage any or all of the Common Area with the assent of fifty-one percent (51%) of the votes of each class of Members (In the event of a default upon any mortgage the lender's rights hereunder shall be limited to taking possession and charging reasonable admission and other fees as a condition to continued enjoyment by the Members, until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and any mortgage executed between the Association and a lender shall contain references to the above limitations on the rights of the mortgagee);

(e) the right of the Association to temporarily license portions of the Common Area for purposes promoting the goals and objectives of the Association;

(f) the right of the Association to establish reasonable rules and regulations concerning the use of the Common Area for the benefit of Members;

(g) the right of the Association, at any time or times, consistent with the then existing zoning ordinances of Anne Arundel County, and pursuant to a recorded subdivision or resubdivision plat, to transfer part of the Common Area to the Declarant or other owner for the purpose of adjusting Lot lines or otherwise in connection with the orderly subdivision and development of the Property or additions thereto; and

(h) the right of the Association to grant easements over the Common Area for purposes of:

(1) installation of or service to utilities or other facilities necessary to serve such Common Area or other parts of the Piney Orchard PUD, the Piney Orchard Planned Commercial Complex, the Piney Orchard Planned Industrial Complex and other properties of the Declarant related or contiguous thereto and developed in conjunction therewith.

(2) providing access to or through such Common Area to the Members, the Declarant or the State, County and/or Federal Government, and

(3) providing access to the agents, employees and representatives of the Declarant or the Association for purposes of the maintenance or improvement of the Common Area, and to perform other legitimate purposes of the Association.

Section 2. Delegation of Use. An Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on that Lot owned by him.

## ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION, ADDITIONS THERETO  
AND DELETIONS THEREFROM

Section 1. The "Property". The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of Anne Arundel, State of Maryland, and is more particularly described in Exhibit A attached hereto.

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

The Declarant, on and until January 1, 2010, shall have the right to subject to this Declaration any additional property provided that not more than ten (10) years have elapsed since the filing of the last Supplemental Declaration which subjects a new parcel(s) of property to this Declaration. Such additional property may be annexed to the Property and made subject to this Declaration by the recordation of a "Supplemental Declaration" containing a description of such additional property and also containing any other appropriate covenants, conditions or restrictions applicable to such property to be annexed.

The property additions authorized above shall comply with the requirements of all applicable zoning and subdivision ordinances.

Section 3. Declarant's Rights of Development. The property described in Exhibit A is intended to comprise only the initial limits of Piney Orchard, subject to expansion as set forth above. Nothing set forth herein shall bind the Declarant, its successors and assigns, to develop or improve any or all of the property described on Exhibit A or

additional property made subject hereto by the filing of one or more Supplemental Declarations. The Declarant reserves the right to develop the land described in Exhibit A in its original size and configuration or as expanded by inclusion of additional properties by Supplemental Declaration in response to changes in technological, economic, environmental or social conditions related to the development or marketing of such land or to changes in requirements of governmental agencies and/or financial institutions.

The establishment of a Planned Unit Development on the Property is a general plan only, and is not intended to limit the Declarant with respect to the use or type of development or pattern of development for any particular parcel of property within Piney Orchard.

Section 4. Deletions from the Property. For a period of ten (10) years from the date hereof any portion of the Property remaining in the ownership of the Declarant may be removed from the effect and control of this Declaration by the execution and recordation of a Supplemental Declaration by Declarant specifying such deletion. No such portion of the Property may be deleted if such deletion will result in a violation of any zoning or subdivision law or ordinance applicable to the Property or such portion of the Property proposed for deletion contains facilities required for the orderly operation of the Property remaining after the proposed deletion. No such deletion shall be effective until reviewed and approved by the Veterans' Administration or successor governmental agency.

Section 5. Property Owned by the Association as Open Space, Recreation Area, or Other Common Area. The "Property" will include such property as from time to time may be made subject to this Declaration by Declarant and deeded to the Association as

open space areas, recreation areas or other land area designated for use in common by the Association and its Members. Such land shall be subject to this Declaration in all respects including architectural control as further provided herein, except that such land shall not be subject to the Annual Charge and shall not create a membership or voting status in the Association.

#### ARTICLE IV

##### LAND USE CLASSIFICATION, GENERAL COVENANTS AND RESTRICTIONS

Section 1. Land Use Classifications. As each parcel of property within Piney Orchard is developed and annexed hereto, additional use classifications, restrictions, easements, rights of way, and other matters including new or different uses and restrictions therefor, including any number of subclassifications thereof for any special uses, may be deemed appropriate by Declarant or its successors or assigns and established by either a Supplemental Declaration recorded in the Land Records of Anne Arundel County or in the Deed conveying such property to a Public Purchaser and/or a Developer and nothing herein shall be construed to hinder or prevent the imposition of such additional use classifications, restrictions, easements, rights of way and other matters.

Section 2. General Covenants and Restrictions on the Use of Residential Property Within Piney Orchard. The use of all portions of the Property, except for Common Area, shall be subject to the general covenants and restrictions on use described below:

(a) Single Family Occupancy. No Dwelling Unit shall be occupied by more than one family group or by more than one group of persons living together as a bona fide single housekeeping unit.

(b) Animals. No animals, birds, fowl, poultry, or livestock, other than a reasonable number of generally recognized house or yard pets, shall be kept and/or maintained on any Lot, within any owned Dwelling Unit or on any portion of the Property and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. Recurring barking or howling by a dog shall be deemed to be a nuisance for the purposes of this Declaration. No structure for the care, housing or confinement of any animal shall be located and maintained so as to be Visible from Neighboring Property without the approval of the ARB. Upon the written request of any Owner, the ARB shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular animal is a generally recognized house or yard pet, or a nuisance, and whether the number of animals on any property is reasonable. The ARB may determine a particular animal to be a nuisance and may require the owner thereof to remove such animal from the Property. Any decision rendered by the ARB shall be enforceable as other restrictions contained herein.

(c) Antennas. No antenna or other device for the transmission or reception of television or radio signals or any other form of electronic or electromagnetic radiation shall be erected, used or maintained on the outside of a Structure on any Lot within Piney Orchard, whether attached to a building or structure or otherwise, unless first approved in writing by the ARB.

(d) Utility Service Structures. All above ground structures to be erected by any utility providing service within Piney Orchard shall be subject to the review and approval of the ARB as to size, height and location. No provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or structures approved by the ARB.

(e) Temporary-Occupancy. No trailer, mobile home, incomplete building, tent, shack, garage or barn, and no temporary buildings or structure of any kind shall be used temporarily or permanently for a residence on any Lot or Property within Piney Orchard. Temporary buildings or structures used during construction of improvements on any portion of the Property shall be removed immediately after the completion of such construction.

(f) Trailers and Motor Vehicles. Except with approval of the ARB, no mobile home, trailer of any kind, camper, truck larger than "3/4 ton" capacity, boat, or other similar vehicle whether or not such vehicle is operable, or permanent tent or similar structure shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed, or repaired, upon any portion of the Property within Piney Orchard in such a manner as will be Visible From Neighboring Property; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the ARB. These restrictions may be modified by the ARB for individual circumstances upon a showing of good cause.

(g) Maintenance of Lawns and Plantings.

(1) By Owner. Each Owner of a Lot within the Property shall keep all shrubs, trees, grass and plantings of every kind on his property, including set back areas, planted areas between adjacent sidewalks and the street curb, if any, and any other area located between the boundary line of the Lot and the street or other property (public or private) on which such Owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material; provided, however, that such Owner shall not be responsible for maintenance of any other area as to which Declarant or the Association has assumed the responsibility. Declarant or the Association or its authorized agents shall have the right at any reasonable time to enter upon any Lot to plant, replace, maintain, and cultivate, at cost to the Owner, shrubs, trees, grass or other planting located thereon. All costs related to such correction, repair or restoration shall become a restoration assessment upon such Lot and such shall be regarded as any other assessment with respect to lien rights of the Association and remedies provided for herein for non-payment.

(2) By the Association. The Association shall have the right, at any time and from time to time, to plant, replace, maintain and cultivate shrubs, trees, grass and plantings on any part or parcel of the Property within Piney Orchard other than on a



Lot, and on such easements over an Owner's Lot as may have been granted to or reserved by Declarant or the Association, regardless of whether any Owner or the Association is responsible hereunder for maintenance of such areas. No Owner shall remove, alter, injure or interfere in any way with any shrubs, trees, grass or plantings placed upon any such portion of the Property by Declarant or the Association without the written consent of the Association having first been obtained.

(h) Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot or owned Dwelling Unit within Piney Orchard, and no odors shall be permitted to arise therefrom, so as to render any such Lot or Dwelling Unit or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No nuisance shall be permitted to exist or operate upon any such Lot or owned Dwelling Unit so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Lot or owned Dwelling Unit. The ARB in its sole discretion shall have the right to determine the existence of any such nuisance.

(i) Repair of Buildings. No building or structure upon any portion of the Property within Piney Orchard shall be permitted to fall into disrepair, and each such

building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

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(j) Trash Containers and Collection. No garbage or trash shall be placed or kept on any portion of the Property within Piney Orchard except in covered containers of a type, size and style which are approved by the ARB. The ARB may, in appropriate circumstances, in its sole discretion, determine the location of garbage/trash receptacles. In no event shall such containers be maintained so as to be Visible from Neighboring Property except to make the same available for collection and then, only the shortest time reasonably necessary to effect such collection. All rubbish, trash and garbage shall be removed from Lots and Dwelling Units and not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot.

(k) Clothes Drying Facilities. Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot or owned Dwelling Unit unless they are erected, placed and maintained exclusively within a fenced service yard or otherwise concealed and shall not be Visible from Neighboring Property.

(l) Encroachments. No tree, shrub, or planting of any kind on any Lot or owned Dwelling Unit within Piney Orchard shall be allowed to overhang or otherwise to encroach upon any sidewalk, street, pedestrian way, or other area from ground level to a height of twelve (12) feet, without the prior approval of the Architectural Review Board.

(m) Right for Inspection. During reasonable hours, the Association, any member of the Architectural Review Board, any member of the Board of Directors, or any authorized representative of any of them, shall have the right to enter upon and inspect

any Lot or owned Dwelling Unit within Piney Orchard, and the improvements thereon, except for the interior portions of any Dwelling Unit, for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

(n) Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot or owned Dwelling Unit except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a residence, appurtenant structures, or other improvements, and except that which Declarant or the Association may require for the operation and maintenance of Piney Orchard.

(o) Restriction on Further Subdivision. No Lot shall be further subdivided or separated into smaller lots or parcels, and no portion less than all of any existing Lot shall be conveyed, transferred or leased by any Owner without the prior written approval of the ARB; provided, however, that Declarant and/or a Developer shall not be precluded or restricted from resubdividing any existing Lot owned by the Declarant and/or a Developer. This section shall also not prohibit deeds of correction, deeds to resolve boundary line disputes, and other minor adjustments in property boundaries, nor shall it prohibit the creation of Multi-Family Structures or condominiums on any Lot, all such changes or uses being subject to approval by the ARB and compliance with the applicable zoning and subdivision laws.

(p) Signs. No signs (including, but not limited to, commercial, political and similar signs) which are Visible from Neighboring Property shall be erected or maintained on any Lot or owned Dwelling Unit except:

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- (1) Such signs as may be required by legal proceedings;
- (2) Not more than two (2) residential identification signs each of a combined total face area of seventy-two square inches or less;
- (3) During the time of construction of any building or other improvement, one job identification sign not larger than eighteen by twenty-four inches in height and width and having a face area not larger than three square feet; and
- (4) Such signs the nature, number, and location of which have been approved in advance by the ARB;
- (5) Such signs, the number, type and size of which as may be approved from time to time by Declarant for Developers to identify and advertise their projects; and
- (6) Realtor "For Sale" or "Rent" signs not larger than two by three feet square.

(q) Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of structures, improvements or signs necessary or convenient to the development, identification, or sale of property within Piney Orchard.

(r) Chemical Treatment of Lawns and Soil. The ARB shall establish and enforce guidelines and standards for the application of fertilizers, herbicides and other chemicals to lawns, soil and landscaping in order to control non-point source pollution discharges into the Patuxent River or other bodies of water on or adjacent to the Property.

A violation of such guidelines and standards will subject the Owner of such property, in the discretion of the ARB, to corrective action at the Owner's expense enforceable by the Association through lien as set forth herein.

(s) **Damage or Destruction of Common Area by Owners.** In the event any Common Area or improvement on or associated with same is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair said damaged area or improvement, and the Association shall so repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area or improvement involved, or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association. The amount necessary for such repairs shall be paid by said Owner, upon demand, to the Association and the Association may enforce collection of same in the same manner as provided elsewhere in this Declaration for collection and enforcement of assessments.

(t) **Wastewater Collection and Treatment.** Each Owner of a Lot shall comply in all respects with all federal, state and local laws and regulations which shall from time to time govern the quality of discharge of wastewater to the sanitary collection and treatment system serving said Lot or owned Dwelling Unit. In addition, each Owner of a Lot shall specifically comply with all wastewater discharge requirements, contractual or otherwise, set forth from time to time by the owner of the wastewater collection and treatment facility serving the Lot or Dwelling Unit.

## ARTICLE V

## THE PINEY ORCHARD COMMUNITY ASSOCIATION, INC.

Section 1. Organization.

(a) The Association. The Association is a nonprofit Maryland corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles of Incorporation (the Articles), By Laws, and this Declaration. Neither the Articles of Incorporation nor the By Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

(b) Subsidiary Associations. The Association or the Declarant shall have the right to form one or more subsidiary associations, for any purpose or purposes deemed appropriate by the Board or the Declarant. Without limiting the generality of the foregoing, one or more subsidiary associations may be formed for the operation and maintenance of any specific area located within Piney Orchard and for the operation of specific recreational amenities. However, such subsidiary associations shall be subject to this Declaration and may not take any action to lessen or abate the rights of the Owners herein. In the event that the area governed by such subsidiary association is proposed for Veterans' Administration home mortgage participation, the creating documents for such subsidiary association shall be reviewed and approved by the Veterans' Administration.

Section 2. Rules and Regulations Governing Use of the Common Area. The Board of Directors, in accordance with the Association Articles of Incorporation, By-Laws, and this Declaration, may adopt rules and regulations governing use of the Common Area. Such rules and regulations shall govern use of the Common Area by any Owner, the

Owner's family, invitees, licensees, guests and/or lessees. The Board, in its discretion, with the consent of the Declarant (as long as Declarant retains the power of appointment of the ARB), may delegate the power to adopt and enforce such rules and regulations to the ARB.

Section 3. Personal Liability. No member of the Board of Directors or any committee of the Association, or any officers of the Association or the Manager, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, the Board, the Manager, or any other representative or employees of the Association, or the Architectural Review Board, or any other Committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

## ARTICLE VI

### MEMBERSHIP AND VOTING RIGHTS

Section 1. Memberships. Every Owner of a Lot or Dwelling Unit which is subject to assessment of the "Annual Charge", as well as the Declarant, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is so subject to assessment.

Section 2. Classes of Membership. The Association shall have three classes of voting membership:

**Class A.** Class A Members shall be all Owners of a Lot with the exception of the Declarant and the Owners of Lots Improved with Multi-Family Structures, and shall be entitled to one vote for each such Lot owned. When more than one person holds an interest in any such Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

**Class B.** The Class B Member(s) shall be Owners of Lots upon which are built multi-family Structures and shall be entitled to one (1) vote for each Dwelling Unit constructed thereupon. Such Membership and voting rights shall come into existence on the date certificates of occupancy are issued for such Dwelling Units. Prior thereto, the Owner of such Lot shall be entitled to one (1) vote for each Lot owned.

In the event that a Multi-Family Structure is divided into condominium units under the Horizontal Property Act of the State of Maryland, the "Public Purchasers" of such units, following acceptance of a deed for such unit, shall be Class A members as defined herein.

When more than one person holds an interest in ownership of a Dwelling Unit, all such persons shall be Members. The vote for such Dwelling Unit may be exercised

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as they among themselves determine, but in no event shall more than one vote be cast with respect to such unit.

**Class C.** The Class C Member shall be the Declarant, which shall have 8400 votes less the number of Class A and B votes outstanding at the time a vote is taken. The Class C Membership shall cease and be converted to Class A or Class B Membership as appropriate on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A and B Memberships equal the total votes outstanding in the Class C Membership, or

(b) at the expiration of ten (10) years after the date of this Declaration, provided however, that the filing of any Supplemental Declaration annexing additional property to this Declaration shall extend the existing Class C Membership for a period of ten (10) years from the date such Supplemental Declaration is filed for record (unless, however, the Class C Membership is terminated earlier by virtue of paragraph (a) above). Upon the conversion of the Class C to a Class A and/or B Membership, no action may be taken by the Association which would serve to impede the installation of Common Area facilities substantially represented in plans of

public record particularly as they may have been required and/or approved by public agencies.

Notwithstanding any other provision hereof, the Declarant may at any time relinquish its Class C Membership and upon such relinquishment will revert to a Class A and/or B Member to the extent of property owned conveying such Membership.

Also notwithstanding any other provision hereof, the Class C membership shall, in any event, terminate on or before January 1, 2010.

## ARTICLE VII

### CREATION, ASSESSMENT AND PAYMENT OF ANNUAL CHARGE - LIEN FOR SAME

Section 1. Creation of Annual Charge and Lien for Same. For the purpose of providing funds for use as specified in Section 3 hereof, the Board of Directors shall in each year, commencing with the year 1990, assess against the Assessable Property a charge (which shall be uniform with respect to all Assessable Property) equal to a specified number of cents (within those limits as provided for in Section 2 herein) for each One Hundred Dollars (\$100.00) of the then current "Assessed Valuation", as defined in Section 4 herein, of the Assessable Property. In making each such assessment, the Board of Directors shall separately assess each Lot based upon its Assessed Valuation, and each such Lot shall be charged with and subject to a lien for the amount of such

separate assessment which shall be deemed the "Annual Charge" with respect to such Lot.

Section 2. Limits on Amount of Annual Charge. The specified number of cents for each One Hundred Dollars (\$100.00) of the then current "Assessed Valuation" to be used by the Board of Directors in computing the Annual Charge shall not exceed seventy-five cents (\$.75) until after January 1, 1994. Thereafter there shall be no set limit on the number of cents to be used in the computation, except that the Board of Directors shall not increase the number of cents to be used in any one year by an amount in excess of ten percent (10%) of that number of cents established for the prior year. Any change in the number of cents to be used in the calculation of the Annual Charge over that first set by the Board pursuant to Sections 1 and 2 above shall be in accordance with the terms hereof and be authorized by resolution approved by the majority of the Board of Directors:

Section 3. Purpose of Annual Charge. The Annual Charge levied by the Association in accordance herewith shall be used to provide funds for the legitimate purposes of the Association as set forth herein and in the Articles of Incorporation, and in general, to promote the recreation, health, safety and general welfare of the Members and for the maintenance and improvement of the Common Area.

Section 4. Assessed Valuation. As used herein the term "Assessed Valuation" shall mean:

(a) the highest valuation placed on land and Permanent Improvements in each year for Anne Arundel County or Maryland State real estate tax purposes, whichever may be higher, as assessed or determined in such manner as may from time to time be

provided by applicable law, regardless of any decrease of such valuation during such year by reason of protest, appeal or otherwise;

(b) if both Anne Arundel County and the State of Maryland shall ever cease to impose real estate taxes, then said term shall mean in each year thereafter the highest valuation placed on land and Permanent Improvements during the last year when either shall have imposed real estate taxes, determined as provided in the immediately preceding subparagraph (i).

Section 5. Collection of Annual Charge. As soon as may be practical in each year, the Association shall send a written bill to each Owner stating (i) the Assessed Valuation of each Lot owned by such Owner as the same appears on the appropriate public record; (ii) the number of cents per One Hundred Dollars (\$100.00) of such Assessed Valuation assessed by the Board of Directors as the Annual Charge for the year in question; (iii) the amount of the Annual Charge assessed against each such Lot, stated in terms of the total sum due and owing as the Annual Charge; and (iv) that unless the Owner shall pay the Annual Charge within thirty (30) days following the date of receipt of the bill the same shall be deemed delinquent and will bear interest at the rate of eight percent (8%) per annum until paid. The Board of Directors shall have the right by resolution duly adopted by a majority of said Board to adopt procedures for the purpose of making the assessments provided herein and the billing and collection of the Annual Charges, provided that the same are not inconsistent with the provisions hereof.

The Board of Directors shall also have the right by resolution duly adopted by a majority of said Board to request approval by the Anne Arundel County Council of a Special Taxing District for the purpose of collection of the Annual Charge. Upon

establishment of such Special Taxing District, the Board may assign to Anne Arundel County any or all rights of enforcement of payment of the Annual Charge held by the Association including foreclosure of the lien established hereby. In the event such Special Taxing District is established by the County Council, the Board shall also have the right by similar resolution to request dissolution of such Special Taxing District.

Section 6. Certificate for Payment of Annual Charge. Upon written demand by an Owner, the Association shall within a reasonable period of time issue and furnish to such Owner a written certificate stating that all Annual Charges (including interest and costs, if any) have been paid with respect to any specified Lot as of the date of such certificate or, if all Annual Charges have not been paid, setting forth the amount of such Annual Charges (including interest and costs, if any) due and payable as of such date. The Association may make a reasonable charge for the issuance of such certificate which must be paid at the time that the request for such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser of, or lender on, the Lot in question.

Section 7. Lien for Annual Charge. Each Owner of any Lot within the Assessable Property, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to and does hereby covenant and agrees to pay to the Association the Annual Charge assessed by the Association in accordance herewith for each Lot owned by such Owner in each year hereafter. The Annual Charge together with interest, costs and reasonable attorney's fees, as provided for herein, shall be a charge on the land and shall be a continuing lien upon the property against which each such Annual

Charge is made and levied. Each such Annual Charge for each Lot, together with 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 Annual Charge falls due. The personal obligation for delinquent Annual Charges shall not pass to his successor in title unless expressly so assumed.

Section 8. Effect of Nonpayment of Annual Charge: Remedies of the Association.

Each Owner of any Lot shall be deemed to covenant and agree to pay to the Association the Annual Charge provided for herein, and agrees to the enforcement of the Annual Charge in the manner herein specified. In the event the Association employs an attorney or attorneys for collection of any Annual Charge, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, each Owner and Member agrees to pay reasonable attorney's fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner or Member. In the event of a default in payment of any such Annual Charge when due, the Annual Charge shall be deemed delinquent, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any manner provided by law or in equity, or without any limitation of the foregoing, by either or both of the following procedures:

(a) Enforcement by Suit. The Board or the Declarant while a Class C Member may cause a suit at law to be commenced and maintained in the name of the Association against an Owner or Member to enforce each such Annual Charge obligation. Any judgment rendered in any such action shall include the amount of the delinquency,

together with interest thereon at the rate of eight percent (8%) per annum from the date of delinquency, court costs, and reasonable attorney's fees in such amount as the Court may adjudge against the delinquent Owner or Member.

(b) Enforcement by Lien. There is hereby created a claim of lien, with power of sale, on each and every Lot, within the Property to secure payment to the Association of any and all Annual Charge computed in accordance with the provision of this Article VII levied against any and all Owners subject to this Declaration, together with interest thereon at the rate of eight percent (8%) per annum from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorney's fees. At any time within one hundred eighty (180) days after the occurrence of any default in the payment of any such Annual Charge, the Association, or any authorized representative may, but shall not be required to, make a written demand for payment to the defaulting Owner, on behalf of the Association. Said demand shall state the date and amount of the delinquency. Each default shall constitute a separate basis for a demand, but any number of defaults may be included within a single demand. If such delinquency is not paid within ten days after delivery of such demand, or even without such a written demand being made, the Association may (instead of a suit for judgment as provided for in Section A above) file a notice of intent to claim of lien on behalf of the Association against the Lot of the defaulting Owner. Such a notice of intent to claim of lien shall be executed and acknowledged by any officer of the Association, shall identify the Association as the claimant (including its address) and shall contain substantially the following information:

- (1) The name of the delinquent Owner;

- (2) The legal description and street address of the Lot or Dwelling Unit against which claim of lien is made;
- (3) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and reasonable attorney's fees (with any proper offset allowed);
- (4) That the claim of lien is made by the Association pursuant to this Declaration and any applicable supplemental declaration; and
- (5) That a lien is intended to be claimed against said Lot or Dwelling Unit in an amount equal to the amount stated.
- (6) That the party against whom the lien is to be claimed has a right to a hearing under the Annotated Code of Maryland, Real Property Article, Section 14-201, et. seq. as the same may be amended from time to time.

Within thirty (30) days of such notice, the Association may proceed against the Owner as provided in the Annotated Code of Maryland, Real Property Article, Section 14-201, et. seq. or any other applicable law to establish a lien. Such a lien, once established, shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except only tax liens for real property taxes, assessments in favor of any municipal or other governmental assessing unit, and the liens which are the result of first mortgages. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a realty mortgage or deed of trust as set forth by the laws of the State of Maryland, as the same may be changed or amended.



The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other Lot or Dwelling Unit Owners. The Association shall have the power to bid at any foreclosure sale and to purchase, acquire, hold, lease, mortgage, and convey any Lot. In the event such foreclosure is by action in court, reasonable attorney's fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. Each Owner, by becoming an Owner of a Lot or Dwelling Unit, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot or Dwelling Unit shall not affect the Annual Charge lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure by the lender or any proceeding in lieu thereof, shall extinguish the lien of such Annual Charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Dwelling Unit from liability for any Annual Charges thereafter becoming due or from the lien thereof.

## ARTICLE VIII

### ARCHITECTURAL CONTROL

Section 1. Organization, Appointment, Removal and Procedure of the Architectural Review Board. The "Architectural Review Board" (the "ARB") shall be composed of any three or more Individuals (who may be employees of Declarant or its affiliated entities) appointed and removed from time to time by the Declarant for a period of ten (10) years

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from the date hereof, and thereafter as long as the Declarant retains an ownership interest in developed or undeveloped land subject to this Declaration, and thereafter, by the Board of Directors. The affirmative vote of a majority of the ARB shall be required in order to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permit, authorization or approval pursuant to directives or authorizations contained herein. The Declarant may, at any time, relinquish the above described right of appointment of the ARB to the Board of Directors.

Section 2. Delegation of Powers of the ARB to the Association for "Developed Areas". The Declarant may, at any time prior to the relinquishment of its power of appointment and removal as set forth above, delegate the powers of the ARB to the Association (or an "Architectural Committee" appointed by the Board of Directors for such purpose) to review and approve proposed improvements and to exercise other functions of the ARB in areas of Piney Orchard that are subdivided (by recorded subdivision plat) and improved by Structures previously reviewed and approved by the ARB ("Developed Areas").

Section 3. Adoption of Design Guidelines by the ARB. The ARB shall adopt, and revise from time to time, a set of "Design Guidelines" which shall be a basic standard for review of any proposed improvements or Structures within the Property. The Association or its "Architectural Committee" may adopt a set of "Design and Improvement Guidelines" (not in conflict with previously adopted ARB Guidelines) for "Developed Areas."

Section 4. Approval by the ARB. No Structure shall be commenced, erected, placed, moved on to or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance

thereof, nor shall any new use be commenced on any Lot, unless plans, specifications and a site plan (including a description of any proposed new use) for such use shall have been submitted to and approved in writing by the ARB. Such plans and specifications shall be in such form and shall contain such information, as may be required by the ARB, but in any event shall include (i) a site plan of the Lot showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular Lot (including proposed front, rear and side yard set-backs and open or buffer spaces, if any are proposed) of all Structures, the location thereof with reference to Structures on adjoining portions of the Property, and the number and location of all parking spaces and driveways on the Lot; and (ii) grading and landscaping plans for the particular Lot.

Section 5. Criteria for Review. The ARB in the exercise of its reasonable judgment shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

(a) the failure of such plans or specifications to comply with this Declaration or any Supplemental Declaration;

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

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

(d) incompatibility of any proposed Structure or use with existing Structures or uses upon other Lots in the vicinity;

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

- (f) objection to the grading and landscaping plans for any Lot;
- (g) objection to the color scheme, finish, proportions, style of architecture, height, bulk or compatibility of any proposed Structure;
- (h) objection to parking areas proposed for any Lot on the grounds of (i) incompatibility to proposed uses and Structures on such Lot or (ii) the insufficiency of the size of parking areas in relation to the proposed use of the Lot; or
- (i) any other matter which, in the judgment of the ARB, would render the proposed Structure, Structures or uses inharmonious with the general plan of improvement of the Property or with Structures or uses located upon other Lots in the vicinity.

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

Section 6. Records of the ARB. Upon approval by the ARB of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the ARB, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

Section 7. Rules and Procedures of the ARB. The ARB may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific

improvements on the Lots, including, without limitation, exterior lighting and planting, and may issue statements of policy and/or guidelines with respect to approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval. Such rules and statements of policy and guidelines may be amended or revoked by the ARB at any time, and no inclusion in, omission from or amendment of any such rule, guideline or statement shall be deemed to bind the ARB to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the ARB's discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver of the ARB's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot or Lots. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be revoked or rescinded thereafter, provided (i) that the Structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in this or any Supplemental Declaration and (ii) that the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all Structures on and uses of the Lot in question.

In the event that the ARB fails to approve or disapprove any plans and specifications as herein provided within sixty (60) days after submission thereof, the same shall be deemed to have been approved as submitted, and no further action shall be required.

Section 8. Failure to Comply with Rules and Procedures. If any Structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans, specifications and site plan documentation approved by the ARB pursuant to the provisions of this Article, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article and without the approval required herein, and, upon written notice from the ARB, any such Structure so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or realtered, and any such use shall be terminated, so as to extinguish such violation.

If fifteen (15) days after the notice of such a violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Declarant or the Association by written delegation of right and authority from the Declarant during the period in which the Declarant retains the power of appointment of the ARB and thereafter the Association shall have the right, through its agents and employees, to (i) record among the Land Records of Anne Arundel County, Maryland a notice of such violation and potential lien, the intent of same being to put any potential purchaser of the Lot in question on notice of the violation; and/or (ii) enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question. In the event of such action by the Association during the period in which the Declarant retains the power of appointment of the ARB, the Association shall act only in its own right pursuant to any such delegation and shall not act as an agent of the Declarant for such purpose.

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The lien provided in this Section shall be in favor of the entity acting but shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Lot in question unless a suit to enforce said lien shall have been filed in a court of record in Anne Arundel County prior to the recordation among the Land Records of Anne Arundel County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage). -

Section 9. Certificates of Compliance. Upon completion of the construction or alteration of any Structure in accordance with plans and specifications approved by the ARB, the ARB shall upon written request of the Owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such Structure and the Lot on which such Structure is placed, and stating that the plans and specifications, the location of such Structure and the use or uses to be conducted thereon have been approved and that such Structure complies therewith. Preparation and recording of such certificate shall be at the expense of such Owner. Any certificate of compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all Structures on the Lot, and that use or uses described therein comply with all the requirements of this Article, and with all other requirements of this Declaration as to which the ARB exercises any discretionary or interpretive powers.

Section 10. Review Fee. The ARB and/or Architectural Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to this Article, payable at the time such plans and specifications are

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so submitted, provided, that such fee shall not exceed the amount chargeable by the appropriate governmental authority for the application for and processing of building permits for Structures on the Lot with regard to which such plans and specifications are submitted.

Section 11. Inspection. Any agent of the Declarant, the ARB or the Association when the latter two entities are entitled to exercise rights of enforcement hereunder may at any reasonable time or times enter upon and inspect any Lot and any Improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of Structures thereon are in compliance with the provisions hereof; and neither the Declarant, the Association nor the ARB nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 12. Liability. Neither the Architectural Review Board nor any member thereof shall be liable to the Association, any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of (i) the approval or disapproval of any plans, drawings, or specifications, whether or not defective, (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings or specifications, (iii) the development of any Property, or (iv) the execution and filing of any notice of violation and/or estoppel certificate, whether or not the facts therein are correct; provided, however, that with respect to the liability of a member, such member has acted in good faith on the basis of such information as may be possessed by him.



Section 13. Access to ARB. Without in any way limiting the generality of any of the foregoing provisions of this Article VIII, the Architectural Review Board, or any member thereof, may, but is not required to, consult with or hear the views of the Association or any Owner with respect to any plans, drawings, specifications, or any other proposal submitted to the Architectural Review Board. The ARB may meet informally, by meeting, telephone, letter or otherwise, as necessary to properly perform its duties hereunder, and no one shall have any right to be present or participate in any meeting of the ARB other than the members (of the ARB) themselves.

#### ARTICLE IX

#### EASEMENTS

Section 1. Reservation for Declarant, Assigns. Easements and rights of way are hereby expressly reserved to the Declarant and its agents, representatives and assigns in, on, over and under the "easement area", as hereafter defined, of each Lot, for the following purposes:

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

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

(c) For installation and maintenance of trees, shrubs, miscellaneous planting and other landscaping features within the easement area described above.

The Declarant and the Association, and their respective agents and assigns, shall have the right to enter upon all parts of the easement area of each Lot for any of the purposes for which said easement and rights of way are reserved.

The Declarant and the Association shall also have the right at the time of, or after, the grading of any street, or any part thereof, to enter upon any abutting Lot and grade the portion of such Lot adjacent to such street to a slope of 2 to 1, but there shall be no obligation on either of them to do such grading or to maintain the slope.

Section 2. Description of Easement Area. The term "easement area", as used herein, shall mean and refer (i) to those areas on each Lot with respect to which easements may be shown on the recorded subdivision plat relating thereto; and in addition (ii) to a strip of land within the lot lines of each Lot ten (10) feet in width in the front and rear of the Lot and five (5) feet in width on each side, each said distance being measured in each case from the lot line toward the center of the Lot. Declarant shall have the right to extinguish and release its right to any "easement area," as provided for in this Article.

Section 3. Authority to Execute Reciprocal Easement and Maintenance Agreements. The Declarant and the Association shall have the authority to create, by

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execution of appropriate documentation, reciprocal easements and maintenance agreements covering access to, the right to improve and the right to maintain Common Areas, recreation areas and rights of way within the property, as such are deemed necessary to provide for access, use and maintenance thereof by the Declarant, the Association or their successors or assigns.

ARTICLE X  
GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the Association or any Owner as their interests may appear, 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 Declarant, the Association or by any Owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction as well as any other available relief either at law or in equity.

Section 2. Severability. Invalidation of any one or several of the covenants or restrictions set forth herein, by judgment or court order shall in no wise affect any other provision, all of which shall remain in full force and effect.

Section 3. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods

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of ten (10) years, unless at the expiration of any such period, this Declaration is expressly terminated by an instrument signed by not less than seventy five percent (75%) of each class of Members, and approved by Anne Arundel County. Any termination must be recorded to be effective.

Section 4. Amendment. This Declaration may be amended by the recordation among the Land Records of Anne Arundel County of an appropriate Amended Declaration executed by fifty-one percent (51%) of each class of Members. Any amendment to this Declaration shall be reviewed and approved by the Veterans' Administration or successor governmental agency prior to recordation thereof.

Section 5. Interpretation and Construction; Imolementing Rules and Regulations.  
The Declarant, for so long as it retains the power of appointment of the members of the ARB and the Association after it assumes powers of appointment of the ARB shall have the right to construe and interpret the provisions of this Declaration, and in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof. Any conflict between any construction or interpretation herein provided for and that of any other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of the Declarant (or of the Association when acting as set forth above).

The Declarant and the Association to the extent of their respective functions hereunder and rights specifically provided herein, may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting and promulgating such rules and

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regulations, and in making any finding, determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Declarant and the Association shall take into consideration the best interest of the Owners and of the Property to the end that the Property shall be preserved and maintained as a high quality residential community.

Section 6. Violations and Nuisance. Violation or breach of any provision herein contained shall give the Declarant or the Association, to the extent that any of them may have a right of enforcement thereover, their respective legal representatives, heirs, successors and assigns, in addition to all other remedies, the right to enter upon the land upon or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the Owner thereof, any Structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the said parties shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal. Nothing herein contained shall be deemed to affect or limit the rights of the Owners of the Lots or Dwelling Units within the Property, when entitled to do so, to enforce this Declaration.

Section 7. Violation of Law. Any violation of any state, municipal, or local laws, ordinances or regulations, pertaining to the ownership, occupation or use of the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.

Section 8. Remedies Cumulative. Each remedy provided by this Declaration and any Supplemental Declaration is cumulative and not exclusive.

Section 9. Delivery of Notices and Documents. Any written notice or other documents relating to or required by this Declaration or otherwise may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered forty-eight hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows: If to the Association, c/o Piney Orchard Master Partnership, The KMS Group, Inc., One Centre Park, Columbia, MD 21045; if to the Architectural Review Board, c/o Piney Orchard Master Partnership, The KMS Group, Inc., One Centre Park, Columbia, MD 21045; if to an Owner, to the address of any Lot or Dwelling Unit within Piney Orchard owned, in whole or in part, by him or to any other address last furnished by an Owner to the Association; and if to Declarant, c/o Piney Orchard Master Partnership, The KMS Group, Inc., One Centre Park, Columbia, MD 21045 ; provided, however, that any such address may be changed at any time by the party concerned by Recording a written notice of change of address and delivering a copy thereof to the Association. Each Owner of a Lot shall file the correct mailing address of such Owner with the Association, and shall promptly notify the Association in writing of any subsequent change of address.

Section 10. Certain Rights of the Declarant. For such time as the Declarant shall own any property or Lots subject to this Declaration, its rights and interests shall not be prejudiced by any of the following actions unless it shall, in writing, join in such actions.

There shall be no amendments to this Declaration which:

(a) Discriminate or tend to discriminate against its rights as Declarant or as an Owner;

(b) Changes Article I, Definitions, in a manner which alters its rights or status;

(c) Alters its rights under Article III as regards annexation of additional properties or deletion of portions of the Property;

(d) Alters the character and rights of Membership or the rights of the Declarant as set forth in Article VI;

(e) Alters previously recorded or written agreements with public or quasi-public agencies as regards easements and rights-of-way;

(f) Denies the right to convey Common Areas to the Association;

(g) Alters its rights as set forth in Articles IV and VIII relating to design controls;

(h) Alters the basis for assessments;

(i) Alters the provisions of the protective covenants as set forth in Article IV;

(j) Alters the Declarant's rights as they appear under this Article.

Section 11. Effect of Violation on Existing Mortgage. No violation of any provision of this Declaration shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagees' or foreclosure sale shall be bound by and subject to this Declaration as fully as any other Owner of any portion of the Property.

Section 12. Conflict. In the event of conflict among the governing documents relating to Piney Orchard, this Declaration shall control, then Supplemental Declarations, then the Articles of Incorporation of the Association, then the By-Laws; except that in all

cases where the governing documents may be found to be in conflict with statute, the statute shall control.

Section 13. Dissolution of the Association. In the event of a dissolution of the Association, its rights, powers and duties set forth herein shall be deemed to devolve and be transferred to that entity to which the substantive portion of its assets shall be granted, conveyed or assigned.

Section 14. Interpretation. Unless the context otherwise requires, the use of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation." This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Properties. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

Section 15. The Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real property subjected to this Declaration, each person or entity, for himself, or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby and hereby evidences his interest that all the restrictions, conditions,

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covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future owners.

Section 16. Assignment by Declarant. Any and all of the rights, powers and reservations of Declarant herein contained may be assigned by Declarant to any person, corporation or association or other legal entity which will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation, entity or association's evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. The term Declarant as used herein includes all such assignees so designated by Declarant and their heirs, successors and assigns. If at any time a Declarant ceases to exist and has not made such an assignment, a successor Declarant may be appointed by the written consent of the Owners of fifty-one percent (51%) of the members subject to this Declaration. Any assignment or appointment made under this Section shall be in recordable form and shall be recorded in Anne Arundel County, Maryland.

Section 17. Ownership by Governmental Entity. The terms and provisions contained in this Declaration shall not apply to the Property or any portion thereof owned or leased by the United States, State of Maryland, Anne Arundel County or any instrumentality or agency thereof for so long as such entity shall be the owner or lessee

thereof, but such terms and provisions shall continue to apply to the Property, or any portion thereof, at such time as the Property or any portion thereof, is no longer owned or leased by the United States, State of Maryland, Anne Arundel County or any Instrumentality or agency thereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 9<sup>th</sup> day of January, 1990.

WITNESS:

PINEY ORCHARD MASTER PARTNERSHIP,  
DECLARANT  
By Piney Orchard Limited  
Partnership, General Partner  
By BOKS-11, Inc., General Partner

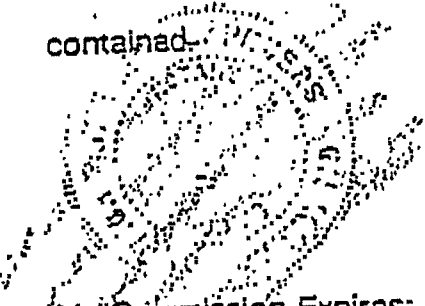
John Davis Gurdap

By: Peter M. Kirk  
Peter M. Kirk, President *PK*

STATE OF MARYLAND, COUNTY OF <sup>HOWARD</sup> ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY that on this 9th day of January, 1990, personally appeared before me, a Notary Public for the State and County aforesaid, Mr. Peter M. Kirk, President of BOKS-11, Inc., a Maryland Corporation, the General Partner of Piney Orchard Limited Partnership, a Maryland Limited Partnership, General Partner of Piney Orchard Master Partnership, a Maryland General Partnership who acknowledged his execution of the above Declaration of Covenants, Conditions and Restrictions on behalf of and as authorized by the said corporation and partnerships for the purposes therein contained.

*Thomas Z. Pedersen*  
Notary Public



My Commission Expires:

*July 1, 1990*

a:POLRESDE.H1C 5.0  
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1/9/90

LIBER 5006 PAGE 185

DESCRIPTION OF PARCEL 6  
 PINEY ORCHARD, SECTION 1  
 4th Assessment District, Anne Arundel County, Maryland

BEGINNING for the same at the point where the southmost right-of-way line of Piney Orchard Parkway (120 ft. right-of-way) is intersected by the westmost right-of-way line of Stream Valley Drive (80 ft. right-of-way) as shown on the plat titled "Piney Orchard, Section 1, Parcels 5 & 6", filed among the Land Records of Anne Arundel County, Maryland as Plat No. 6026, the said point of beginning being coordinate point #239 as shown on the said plat; thence from the said beginning point running with the westmost and northwestmost right-of-way line of the said Stream Valley Drive the following five (5) courses and distances, viz:

- (1) South 72°35'10" East 35.86 feet,
- (2) South 28°24'23" East 350.50 feet,
- (3) 816.78 feet along the arc of a curve to the right having a radius of 660.00 feet and chord bearing South 07°02'48" West a distance of 765.65 feet;
- (4) South 42°30'00" West 286.46 feet and
- (5) 124.44 feet along the arc of a curve to the left having a radius of 840.00 feet and chord bearing South 38°15'23" West a distance of 124.32 feet; thence leaving Stream Valley Drive and running,
- (6) North 40°07'51" West 438.10 feet,
- (7) North 48°03'53" East 475.00 feet and
- (8) North 26°07'11" West 635.80 feet to a point on the previously mentioned southmost right-of-way line of Piney Orchard Parkway; thence running with the said southmost right-of-way line,
- (9) North 66°30'00" East 315.00 feet and
- (10) 92.13 feet along the arc of a curve to the left having a radius of 1835.00 feet and chord bearing North 65°03'42" East a distance of 92.13 feet to the place of beginning.

CONTAINING 12.795 acres of land, more or less.

SUBJECT TO easements, rights-of-way, notes, terms and conditions set forth on Plats #6021 and #6026 recorded among the Land Records of Anne Arundel County.

BEING part of the land described in the confirmatory deed from Winwood Corporation, et al, to Piney Orchard Master Partnership, dated March 1, 1988 and recorded among the Land Records of Anne Arundel County, Maryland in Liber No. 4556, folio 205 and also being Parcel 6 as shown on the plat titled "Piney Orchard, Section 1, Parcels 5 & 6", filed among the said Land Records as Plat No. 6026.

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C. Fred Delavan  
 B. W. D. O.

**ATTACHMENT 3**

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SUPPLEMENTAL DECLARATION  
Cedar Ridge at Piney Orchard, Phase 6, Parcel 63

This Supplemental Declaration made this 5<sup>th</sup> day of February 2003, by PINEY ORCHARD MASTER PARTNERSHIP, a Maryland general partnership (herein "POMP") and PEPPERCORN LAND LIMITED PARTNERSHIP, a Maryland limited partnership (herein "Peppercorn").

WHEREAS, POMP is the named "Declarant" under that Declaration of Covenants, Conditions and Restrictions dated January 9, 1990 and recorded among the Land Records of Anne Arundel County, Maryland at Liber 5006, Page 135 as amended (herein "POCA Declaration") and the owner, with Peppercorn, of the property described in Exhibit A of this Supplemental Declaration; and

RECORDING FEE 5.00  
TOTAL 25.00  
Res# AA15 Rpt # 86033  
REN KB Blk # 2359  
POMLP AS23 FEB 11 2003 01:45 PM

WHEREAS, pursuant to Article III Section 2 of the POCA Declaration Declarant, is empowered to annex additional properties to the POCA Declaration to the end that said additional properties shall be subjected and bound by the provisions of the POCA Declaration; and

WHEREAS, POMP is now desirous of annexing certain additional properties to the Piney Orchard P.U.D. and subjecting the same to the POCA Declaration so that same shall be subject to and bound by the terms of said POCA Declaration.

WHEREAS, Peppercorn is the owner of the remaining portion of the property hereinafter described and Peppercorn is joining in this Declaration to consent to the annexation of such property to the Piney Orchard P.U.D. and to subject all of its right, title and interest in and to said Property to the lien, operation and effect of the POCA Declaration.

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NOW, THEREFORE, this Supplemental Declaration is made with the intent and purpose that those properties, as described in Exhibit A attached hereto and made a part hereof, are hereby annexed to the "Property," as defined in the POCA Declaration, and shall from and after the date hereof be subject to and burdened and bound by all the covenants, easements, restrictions, charges and liens therein set forth, to the same effect as if the same had been described and incorporated originally as a part of the "Property".

WITNESS the hand and seal of the authorized General Partners of POMP and of Peppercorn as of the date first above set forth.

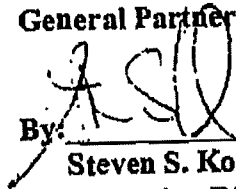
ATTEST:

**PINEY ORCHARD MASTER PARTNERSHIP**

By: **Piney Orchard Limited Partnership, General Partner**

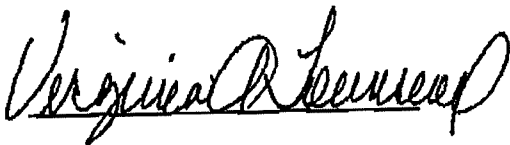
By: **Constellation Real Estate, Inc., General Partner**

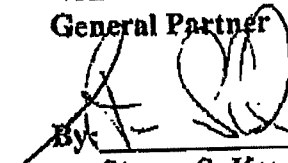


By:   
Steven S. Koren  
Managing Director  
Authorized Agent

**PEPPERCORN LAND LIMITED PARTNERSHIP**

By: **Constellation Real Estate, Inc. General Partner**

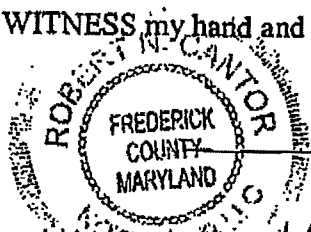


By:   
Steven S. Koren  
Managing Director  
Authorized Agent

STATE OF MARYLAND, COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY, that on this 5 day of February 2003, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared STEVEN S. KOREN, who acknowledged himself to be the Authorized Agent of CONSTELLATION REAL ESTATE, INC., a Maryland corporation, General Partner of PINEY ORCHARD LIMITED PARTNERSHIP, General Partner of PINEY ORCHARD MASTER PARTNERSHIP, and that he as such Authorized Agent, being authorized so to do, executed the within instrument for the purposes therein contained and as authorized by the said corporation and partnership.

WITNESS my hand and Notarial Seal.



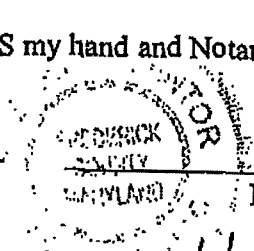
*[Signature]*  
Notary Public

My Commission expires: 11/1/04

STATE OF MARYLAND, COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY, that on this 5<sup>th</sup> day of February 2003, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared STEVEN S. KOREN, who acknowledged himself to be the Authorized Agent of CONSTELLATION REAL ESTATE, INC., a Maryland corporation, General Partner of PEPPERCORN LAND LIMITED PARTNERSHIP, and that he as such Authorized Agent, being authorized so to do, executed the within instrument for the purposes therein contained and as authorized by the said corporation and partnership.

WITNESS my hand and Notarial Seal.



*[Signature]*  
Notary Public

My Commission expires: 11/1/04

This is to certify that the within instrument has been prepared by the undersigned Maryland attorney.

*[Signature]*  
Nancy Haas

Order: FG5V8JQ88  
Address: 8615 Wandering Fox Trl Unit 201  
Order Date: 3-9-27-2019  
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**EXHIBIT A TO SUPPLEMENTAL DECLARATION  
BY PINEY ORCHARD MASTER PARTNERSHIP  
Cedar Ridge at Piney Orchard, Phase 6, Parcel 63**

BEING all of the property shown on those certain plats entitled "CEDAR RIDGE AT PINEY ORCHARD," Plats 1 through 5 of 5, which plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 251, Pages 34 through 38, inclusive, Plat Nos. 13111 through 13115, inclusive.

**ATTACHMENT 4**

Order: FG3V8JQ88  
Address: 8615 Wandering Fox Trl Unit 201  
Order Date: 09-27-2019  
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**SUPPLEMENTAL DECLARATION**  
(Cedar Ridge at Piney Orchard, Phase 6, Parcel 63)

THIS SUPPLEMENTAL DECLARATION made this 5 day of February 2003,  
by **PINEY ORCHARD MASTER PARTNERSHIP**, a Maryland general partnership  
(hereinafter "Declarant"), and **PEPPERCORN LAND LIMITED PARTNERSHIP**, a  
Maryland limited partnership (hereinafter "Peppercorn").

WHEREAS, the Declarant and Peppercorn are the owners of all of the property known  
as "Cedar Ridge at Piney Orchard," same being further described and shown on those certain  
Plats entitled, "CEDAR RIDGE AT PINEY ORCHARD," Plats 1 through 5 of 5, which plats are  
recorded among the Land Records of Anne Arundel County, Maryland in Plat Books 12547  
34 through 38, inclusive, Plat Nos. 13111 through 13115, inclusive (the "Property")  
is being developed with up to two-hundred ninety seven (297) residential condominium units  
(individually a "Unit" and collectively the "Units"); and

WHEREAS, all of the Property is a portion of that Planned Unit Development known as  
"Piney Orchard"; and

WHEREAS, a Declaration of Covenants, Conditions and Restrictions pertaining to the  
"Piney Orchard PUD" (the "Development") dated January 9, 1990 has been recorded in the Land  
Records of Anne Arundel County in Liber 5006, folio 135; and

WHEREAS, in furtherance of the goals and objectives expressed in the aforesaid  
Declaration, the Declarant has determined that public water and sewer service will benefit all  
Unit owners and the Development generally; and

03 FEB 11 PM 2:25

REC'D & RECORDED  
ANNE ARUNDEL COUNTY

TWP FD SURE \$ 5.00  
RECORDING FEE 25.00  
TOTAL 25.00  
Dist # 06833  
RPD RB Blk # 2358  
Feb 11, 2003 01:45 PM

Order: FG3V8JQ88  
Address: 8615 Wandering Fox Trl Unit 201  
Order Date: 09-27-2019  
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**WHEREAS**, Anne Arundel County has not and will not provide the necessary public improvements and facilities within the project to provide public water and sewer service to the Development; and

**WHEREAS**, the Declarant has agreed to provide the above described Property with water and sewer pipes in the streets, physical water and sewer connections from utility pipes in the street to the lot lines of each condominium phase within the Property and utility transmission lines, as needed, to the water and sewer treatment area, to be installed by the Declarant or its successors and assigns, and maintained by the Declarant or its successors and assigns until such time as Anne Arundel County agrees to accept responsibility for same; all of such pipes, connections and transmission lines being hereinafter referred to collectively as the "Utility Facilities;" and

**WHEREAS**, the Declarant does hereby intend to covenant and establish charges upon the Units whereby the cost of the construction and installation paid by the Declarant, its successors and assigns, for Utility Facilities located within the boundaries of the Plats of Cedar Ridge referred to above, is to be paid by the owner or owners of the Units, their respective representatives, heirs, successors and assigns, in annual installments over a period of thirty (30) years, beginning on the date each Unit is "Transferred" (as hereafter defined) such payments to be known as "Utility Facilities Charges;" and

**WHEREAS**, the maintenance after construction of said pipes and connections is to be the responsibility of the Declarant, its successors and assigns until such time as an agreement may be reached between the Declarant and Anne Arundel County for Anne Arundel County to assume the responsibility for the same; and

FG3V8JQ88  
Address: 8615 Wandering Fox Trl Unit 201  
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**WHEREAS**, water and sewer service supplied to and used by the owners of the Units is to be furnished by Anne Arundel County, and billed for by Anne Arundel County to each individual Unit owner from time to time, and is to be paid for as billed and is a fee for usage which is in addition to Utility Facility Charges as established herein; and

**WHEREAS**, in order to make the covenant and agreement to pay the Utility Facilities Charges a covenant and agreement running with the land and binding upon the parties hereto and each of their respective heirs, representatives, successors and assigns, the Declarant and Peppercorn have made and established this Supplemental Declaration establishing that the Property and the Units are subject to the covenants and agreements hereinafter set forth, all as part of and in furtherance of the general scheme of development of property in the aforesaid Development.

**NOW THEREFORE WITNESSETH;**

That for and in consideration of the premises and the liabilities incurred and to be incurred by the Declarant, its successors and assigns, and the performance of the covenants, agreements, conditions and charges by the respective parties hereinafter set forth, Declarant and Peppercorn do hereby grant, covenant and agree as follows:

1. All of the Property and each Unit are subject to the covenants, agreements, conditions and charges hereinafter set out, intending thereby that the following covenants, agreements, conditions and charges shall be binding upon the Declarant, Peppercorn, and their respective successors and assigns, and upon each owner of the Property or any portion thereof and any Units created within the Property, their heirs, successors and assigns.

2. Each of the Units shall be subject to this Supplemental Declaration and the annual Utilities Facilities Charges, representing annual charges only for the construction and installation of water and sewer pipes in the streets, physical water and sewer connections from the pipes in the streets to each phase line, and water and sewer transmission lines as needed, to which Units the Utility Facilities Charges shall constitute a lien and encumbrance on the land and the Units with respect to which said charge is made.

3. Each future owner of each Unit covenants and agrees by acceptance of a deed of conveyance or other transfer of title of land, whether or not so expressed in the deed or other instrument of transfer or otherwise, that such Unit owner will pay to the Declarant, its successors and assigns, those annual charges or assessments described in paragraph 5 hereof (unless prepaid as provided herein) to pay for the cost of construction, maintenance, and repair of the water and sewer facilities installed by Declarant or its assigns. The annual charge or assessment, together with interest at the rate of ten percent (10%) per annum accruing from the due date until payment and the cost of collection thereof including a reasonable attorney's fee, shall be a lien upon the land and each of the Units against which the charge or assessment was made and for which the delinquent amount is due.

4. The Utility Facilities Charges shall commence on the date of "Transfer" (as hereafter defined) of each Unit and continue for a period of thirty (30) years on an annual basis. As used herein, the term "Transfer" shall mean (i) the sale, transfer, disposition or lease of any Unit by Beazer Homes Corp., its successors or assigns (the "Builder") to some other unaffiliated party or parties, including, without limitation, any foreclosures by any party holding a mortgage or deed of trust encumbering a Unit or Units or any deed or deeds in lieu of foreclosure; and in

the case any Unit which is being used by the Builder as a model Unit, "Transfer" shall mean the act of the Unit being put into use as a model lot. All such annual charges shall be due and payable in advance on the first day of January each year, commencing as aforesaid. The Declarant may provide for four (4) equal installment payments payable quarterly. A statement will be provided by the Declarant or its assignee prior to January 1 of each year of the payment amounts and due dates.

5. The annual Utility Facilities Charges, payable by the owner of each Unit during the thirty (30) year period shall be Three Hundred Seventy Five Dollars (\$375.00) per Unit per year (prorated for any partial year occurring within such thirty (30) year term). Each of the Units subject to this Declaration shall be liable for the annual charge as set forth above.

6. All Utility Facilities Charges payable in accordance with this Declaration shall be payable to Declarant, its successors and assigns in accordance with billings issued from time to time by Declarant, its successors and assigns. Failure to receive a Utility Facilities Charges bill does not relieve a Unit owner of its liability to pay same.

7. The right of each Unit owner to use the water and sewer facilities is subject to the terms, conditions and provisions set forth in this Supplemental Declaration and to any rule or regulation now or hereafter adopted by the Declarant, its successors or assigns for the safety, care, maintenance and good order of the water and sewer facilities. The payment of the annual charge or assessment and other fees and expenses associated therewith, and all such terms, conditions, provisions, rules and regulations shall be enforceable by an action at law for damages or a suit in equity to enjoin any breach or violation to enforce performance of any term, condition, provision, rule or regulation. The failure on any occasion to enforce the same shall not

be deemed a waiver of the right to do so on any subsequent occasion. All such terms, conditions, provisions, rules and regulations inure to the benefit of and are enforceable by the owners, the Declarant, or any of them, their respective successors and assigns. The Declarant, its successors and assigns, have the right to abate, remove or cure any breach or violation of said provisions by any owner and to repair or otherwise correct any interruption in the good order, safety and functioning of the water and sewer facilities caused by any Unit owner at the cost and expense of such owner.

8. No sale, lease, mortgage, disposition or transfer of any lot, phase or Unit shall be made or operate otherwise than subject to the aforesaid covenants, agreements, conditions and charges and, thereupon, all the covenants, agreements, conditions and charges herein contained shall run with and bind the land, the Property, each and all of the Units and premises and every part thereof, the Declarant, Peppercorn, their respective successors and assigns and the present and future owners of the Property or any portion thereof and each of the Units and each of their respective personal representatives, executors, administrators, heirs, successors and assigns. The owner of the Property or any portion thereof and of each of the Units subject to this Declaration, their heirs, successors and assigns further covenants to comply with the rules and regulations of the Declarant, its successors and assigns as promulgated in writing for the assessment, billing, payment and collection of assessments and charges for the construction, operation, maintenance and repair of the water and sewer facilities and any costs of the enforcement thereof not recovered from violators.

9. The Declarant shall have the right to assign, pledge or in any fashion transfer to any party its right to any of the charges set forth herein

Order: FG3V8JQ88  
Address: 6619 Wandering Fox Trl Unit 201  
Order Date: 09-27-2019  
Document no. 6- for resale  
HomeWiseDocs



10. Pursuant to the Anne Arundel County Code, Article 17, Section 1-103, each Unit owner shall receive an annual statement indicating the annual amount due, the remaining term and the total balance of the amount due; and each Unit owner shall have the right to prepay all or any part of the Utility Facilities Charges by discounting the annualized payments at an interest rate of six percent (6%) to determine equivalent present worth, and no prepayment penalty shall be assessed against such Unit owner.

WITNESS the hand and seal of the Declarant and Peppercorn by their duly authorized agents.

WITNESS:

**PINEY ORCHARD MASTER PARTNERSHIP**

By: **Piney Orchard Limited Partnership,  
General Partner**

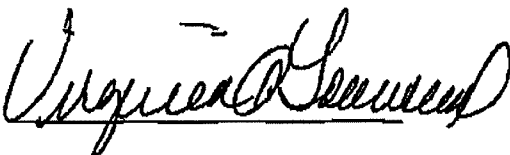
By: **Constellation Real Estate, Inc.  
General Partner**



By:   
Steven S. Koren  
Authorized Agent

**PEPPERCORN LAND LIMITED PARTNERSHIP**

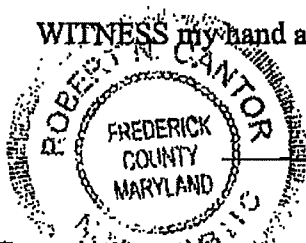
By: **Constellation Real Estate, Inc.  
General Partner**



By:   
Steven S. Koren  
Managing Director  
Authorized Agent

STATE OF MARYLAND, COUNTY OF HOWARD, to wit:

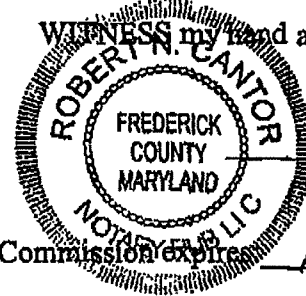
I HEREBY CERTIFY, that on this 5<sup>th</sup> day of February 2003, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared STEVEN S. KOREN, who acknowledged himself to be the Authorized Agent of CONSTELLATION REAL ESTATE, INC., a Maryland corporation, General Partner of PINEY ORCHARD LIMITED PARTNERSHIP, General Partner of PINEY ORCHARD MASTER PARTNERSHIP, and that he as such Authorized Agent, being authorized so to do, executed the within instrument for the purposes therein contained and as authorized by the said corporation and partnership.

WITNESS my hand and Notarial Seal.  
  
[Signature]  
Notary Public

My Commission expires 11/1/07

STATE OF MARYLAND, COUNTY OF HOWARD, to wit:

I HEREBY CERTIFY, that on this 5 day of February 2003, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared STEVEN S. KOREN, who acknowledged himself to be the Authorized Agent of CONSTELLATION REAL ESTATE, INC., a Maryland corporation, General Partner of PEPPERCORN LAND LIMITED PARTNERSHIP, and that he as such Authorized Agent, being authorized so to do, executed the within instrument for the purposes therein contained and as authorized by the said corporation and partnership.

WITNESS my hand and Notarial Seal.  
  
[Signature]  
Notary Public

My Commission expires 11/1/07

This is to certify that the within instrument has been prepared by the undersigned Maryland attorney.

[Signature]  
Nancy Haas

Order #: 603600  
Address: 8615 Wandering Fox Trl Unit 201

Order Date: 09-27-2019

Document not for resale

HomeWiseDocs

**Insurance Dec Page**  
**Cedar Ridge Community Association, Inc.**

Order: FG3V8JQ88  
Address: 8615 Wandering Fox Trl Unit 201  
Order Date: 09-27-2019  
Document not for resale  
HomeWiseDocs



Nationwide  
Is on your side

# COM-PAK SUMMARY

PRINTED 11/05/2018

ONE NATIONWIDE PLAZA  
COLUMBUS, OH 43215-2220

Number: **ACP 2493959027** Effective from **01/01/2019** to **01/01/2020**

---

Named Insured: **CEDAR RIDGE COMMUNITY ASSOCIATION INC**

Mailing Address: **3600 CRONDALL LN STE 103  
OWINGS MILLS, MD 21117-2233**

---

Agency Name: **Rich Reilly Insurance Agency, LLC** 19 81213-001 32

Agency Address: **CROFTON MD 21114-2428** (301)262-8600

Producer: **RICH REILLY INSURANCE AGENCY,**

Division	Program	Total Premium
A	PREMIER BUSINESSOWNERS - HABITATIONAL (NW P&C)	\$1,871.00

Not a bill. Your bill is sent separately.

NI

Estimated Total Premium: \$ 1,871.00

This Com-Pak is a portfolio of individual policies which serves to combine various insurance coverages written under a group of separate contracts of insurance.

Order: FG3V8JQ88  
Address: 8615 Wandering Fox Trl Unit 201  
Order Date: 09-27-2019

PAKSUM 01 08

ERP186

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INSURED COPY for resale ACP 2493959027

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NW-CP-1305-0517-00



NATIONWIDE P & C INS CO  
 ONE NATIONWIDE PLAZA  
 COLUMBUS, OH 43215-2220

19 81213  
 RENEWAL

## PREMIER BUSINESSOWNERS POLICY

### PREMIER HABITATIONAL COMMON DECLARATIONS

Policy Number: **ACP BPHK 2493959027**  
 Named Insured: **CEDAR RIDGE COMMUNITY ASSOCIATION INC**  
 Mailing Address: **3600 CRONDALL LN STE 103  
 OWINGS MILLS, MD 21117-2233**  
 Agency: **Rich Reilly Insurance Agency, LLC**  
 Address: **CROFTON MD 21114-2428**  
 Agency Phone Number: **(301)262-8600**

Policy Period: Effective From **01-01-19** To **01-01-20**  
 12:01 AM Standard Time at your principal place of business.

Form of your business entity: **ASSOCIATION**

Description of your business: **COMMUNITY ASSOCIATION**

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

**CONTINUATION PROVISION:** If we offer to continue your coverage and you or your representative do not accept, this policy will automatically terminate on the expiration date of the current policy period stated above. Failure to pay the required premium when due shall mean that you have not accepted our offer to continue your coverage. This policy will terminate sooner if any portion of the current policy period premium is not paid when due.

**RENEWAL POLICY NOTICE:** In an effort to keep insurance premiums as low as possible, we have streamlined your renewal policy by not including printed copies of policy forms or endorsements that have not changed from your expiring policies, unless they include variable information that is unique to you. Refer to your prior policies for printed copies of these forms. If you have a need for any form, they are available by request from your agent.

**TOTAL POLICY PREMIUM \$ 1,871.00**

Previous Policy Number			
ACP BPHK 2483959027	ENTRY DATE	10-29-18	Countersignature _____ Date _____

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

**PB 81 00 (01-01)**

DIRECT BILL MACH

MAC

Address: 8615 Wandering Fox Trl Unit 201  
 Order Date: 09-27-2019  
 Document not for resale  
 HomeWiseDocs

UID Z1

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32 02235

NW-C-P-1305-0517-00

# PREMIER BUSINESSOWNERS POLICY

## PREMIER HABITATIONAL PROPERTY DECLARATIONS

Policy Number: **ACP BPHK2493959027**

Policy Period:  
From **01-01-19** To **01-01-20**

Description of Premises Number: **001** Building Number: **001** Construction: **FRAME**  
Premises Address **8602 WANDERING FOX TRL** **ODENTON MD** **21113-3724**  
Premises ID  
Occupancy **OO** Classification: **CLUBHOUSES (HABITATIONAL)**

Described as: **AUXILIARY STRUCTURES**

WE PROVIDE INSURANCE ONLY FOR THOSE COVERAGES INDICATED BY A LIMIT OR BY "INCLUDED".

The Property Coverage provided at this premises is subject to a **\$10,000** Deductible, unless otherwise stated.

COVERAGES	LIMITS OF INSURANCE	
Building - Replacement Cost Extension		\$560,400
Business Personal Property - Replacement cost		\$194,500
<b>ADDITIONAL COVERAGES - the Coverage Form Includes other Additional Coverages not shown.</b>		
Business Income-ALS- 12 Months- NO Hour Waiting Period-60 Day Ordinary Payroll Limit		<b>INCLUDED</b>
Extra Expense - Actual Loss Sustained (ALS) - 12 Months - NO Hour Waiting Period		<b>INCLUDED</b>
Equipment Breakdown		<b>INCLUDED</b>
Automatic Increase In Insurance - Building		4%
Automatic Increase In Insurance - Business Personal Property		2.9%
Back Up of Sewer and Drain Water (limit shown per Building, subject to \$25,000 policy aggregate)		\$5,000
Appurtenant Structures - 10% of Building Limit of Insurance - maximum \$50,000 any one structure		<b>INCLUDED</b>
Increased Cost of Construction		\$25,000
<b>OPTIONAL INCREASED LIMITS</b>	<b>Included Limit</b>	<b>Additional Limit</b>
Account Receivable	\$25,000	\$25,000
Valuable Papers and Records (At the Described Premises)	\$25,000	\$25,000
Forgery and Alteration	\$10,000	\$10,000
Money and Securities - Inside the Premises	\$10,000	\$10,000
Outside the Premises (Limited)	\$10,000	\$10,000
Outdoor Signs	\$2,500	\$2,500
Outdoor Trees, Shrubs, Plants and Lawns	\$10,000	\$10,000
Business Personal Property Away From Premises	\$15,000	\$15,000
Business Personal Property Away From Premises - Transit	\$15,000	\$15,000
Electronic Data	\$10,000	\$10,000
Interruption of Computer Operations	\$10,000	\$10,000
Building Property of Others	\$10,000	\$10,000
<b>OPTIONAL COVERAGES - Other frequently purchased coverage options.</b>		
Employee Dishonesty \$250,000 Policy Occurrence		<b>INCLUDED</b>
Ordinance or Law - 1 - Loss to Undamaged Portion		<b>NOT PROVIDED</b>
2 - Demolition Cost and Broadened Increased Cost of Construction		<b>NOT PROVIDED</b>
Ordinance or Law Broadened		<b>NOT PROVIDED</b>

### PROTECTIVE SAFEGUARDS

This premise has Protective Safeguards identified by symbols below. Insurance for Fire or Burglary and Robbery at this premise will be excluded if you do not notify us immediately if any of these safeguards are impaired.

See **PB 04 30** for a description of each symbol. APPLICABLE SYMBOLS: **P-1; P-2; P-7;**

**PB 81 01 (04-11)**

**NATIONWIDE PROPERTY & CASUALTY INS CO**

Page 1 of 2

DIRECT BILL MACH

MAC

INSURED COPY

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Z1

32 02238

# PREMIER BUSINESSOWNERS POLICY

**PREMIER HABITATIONAL  
PROPERTY DECLARATIONS**

Policy Period:  
From 01-01-19 To 01-01-20

Policy Number: **ACP BPHK2493959027**

Description of Premises Number: **001** Building Number: **002** Construction: **JOISTED MASONRY**  
 Premises Address **8602 WANDERING FOX TRL** **ODENTON MD 21113-3724**  
 Premises ID  
 Occupancy **OO** Classification: **CONDOMINIUM ASSOCIATION - RESIDENTIAL - MULTIPLE BUILDINGS**  
**AT A PREMISES WITH 5 OR MORE UNITS - 1-4 FAMILY BUILDINGS**  
 Described as: **POOL FENCE PORTICOS**

WE PROVIDE INSURANCE ONLY FOR THOSE COVERAGES INDICATED BY A LIMIT OR BY "INCLUDED".

The Property Coverage provided at this premises is subject to a **\$10,000** Deductible, unless otherwise stated.

COVERAGES	LIMITS OF INSURANCE
Building - Replacement Cost Extension	\$117,600
Business Personal Property -	NOT PROVIDED
<b>ADDITIONAL COVERAGES - the Coverage Form Includes other Additional Coverages not shown.</b>	
Business Income-ALS- 12 Months- NO Hour Waiting Period-60 Day Ordinary Payroll Limit	INCLUDED
Extra Expense - Actual Loss Sustained (ALS) - 12 Months - NO Hour Waiting Period	INCLUDED
Equipment Breakdown	INCLUDED
Automatic Increase in Insurance - Building	4%
Automatic Increase in Insurance - Business Personal Property	NOT PROVIDED
Back Up of Sewer and Drain Water (limit shown per Building, subject to \$25,000 policy aggregate)	\$5,000
Appurtenant Structures - 10% of Building Limit of Insurance - maximum \$50,000 any one structure	INCLUDED
Increased Cost of Construction	\$25,000
<b>OPTIONAL INCREASED LIMITS</b>	Included Limit      Additional Limit
Account Receivable	\$25,000      \$25,000
Valuable Papers and Records (At the Described Premises)	\$25,000      \$25,000
Forgery and Alteration	\$10,000      \$10,000
Money and Securities - Inside the Premises	\$10,000      \$10,000
Outside the Premises (Limited)	\$10,000      \$10,000
Outdoor Signs	\$2,500      \$2,500
Outdoor Trees, Shrubs, Plants and Lawns	\$10,000      \$10,000
Business Personal Property Away From Premises	\$15,000      \$15,000
Business Personal Property Away From Premises - Transit	\$15,000      \$15,000
Electronic Data	\$10,000      \$10,000
Interruption of Computer Operations	\$10,000      \$10,000
Building Property of Others	\$10,000      \$10,000
<b>OPTIONAL COVERAGES - Other frequently purchased coverage options.</b>	
Employee Dishonesty \$250,000 Policy Occurrence	INCLUDED
Ordinance or Law - 1 - Loss to Undamaged Portion	NOT PROVIDED
2 - Demolition Cost and Broadened Increased Cost of Construction	NOT PROVIDED
Ordinance or Law Broadened	NOT PROVIDED

**PROTECTIVE SAFEGUARDS**

This premise has Protective Safeguards Identified by symbols below. Insurance for Fire or Burglary and Robbery at this premise will be excluded if you do not notify us immediately if any of these safeguards are impaired. See **PB 04 30** for a description of each symbol. APPLICABLE SYMBOLS: **P-1; P-2; P-7;**

**PB 81 01 (04-11)**

**NATIONWIDE PROPERTY & CASUALTY INS CO**

Page 1 of 2

DIRECT BILL    MACH

MAC

INSURED COPY

UID    Z1

32 02240

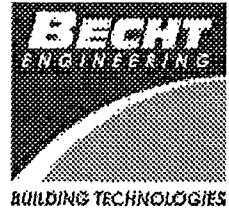
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**Reserve Study**  
**Cedar Ridge Community Association, Inc.**

Order: FG3V8JQ88  
Address: 8615 Wandering Fox Trl Unit 201  
Order Date: 09-27-2019  
Document not for resale  
HomeWiseDocs



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Becht Engineering BT, Inc. \* 10753B Birmingham Way \* Woodstock, MD 21163  
Tel. 410-461-3904 \* Fax. 800-772-7990 \* www.bechtbt.com

# **CAPITAL RESERVE STUDY**

## **FOR THE**

# **Cedar Ridge Condominium Association**

## **Odenton, Maryland**



Management Company: Residential Realty Group

Contact Name: Charlene Morazzani

Order: FG3V8JQ88

Address: 8615 Wandering Fox Trl Unit 201

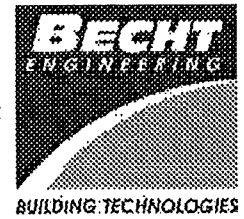
Order Date: 09-27-2019

Document not for resale

HomeWiseDocs

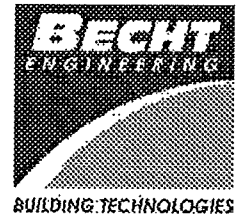
Project Number: 15-0450

Date: June 1, 2016



## Table of Contents

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## Executive Summary

The Cedar Ridge Condominium Association is a master Association comprised of 11 Condominium Association, each serving one unit building.

Access to the community is by Piney Orchard Parkway in the Piney Orchard section of Anne Arundel County, in Odenton, Maryland.

The Master Association provides amenities and services to the Associations including: Roadways and access, sidewalks, landscaping, a clubhouse with swimming pool, exercise room and recreational facilities.

Level of Service	Level 2: Update with Site Visit
Fiscal Year of Study	2016

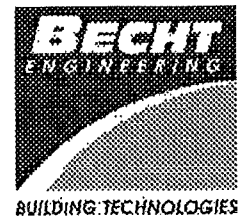
### Current Status of Reserve Fund (Component Method)

Current Balance	\$400,947
Fully Funded Balance	\$478,543
Percent Funded	83.78%

### Reserve Budget Recommendations

	Prior Budget Year Contribution	Component Method *	5% Threshold *	10% Threshold *
Contribution/Year	\$0	\$67,110	\$42,078	\$42,839
Contribution/Unit	\$0	\$2,486	\$1,558	\$1,587
Contribution/Unit/Month	\$0	\$207	\$130	\$132

\* Please note that this is the contribution for the period of January 2016 through December 2016.



## Reserve Study Disclosures

**General** - Becht Engineering BT is not aware of any involvement with this Association, which would lead to an actual or perceived conflict of interest.

**Physical Analysis** - The inspections performed to determine the current physical condition of the common elements were visual in nature; no destructive testing or invasive inspections were performed. Quantities were taken from a combination of field counts/measurements and plan take-offs.

**Personnel Credentials** - Preparation of this Reserve Study was performed by a CAI designated Reserve Specialist and licensed Building Inspector.

**Completeness** - This Reserve Study assumes that proper preventative and corrective maintenance has been and will continue to be performed on the common elements. Failure to properly maintain the common elements may lead to premature failure. It should be noted that higher rates of inflation, lower earned interest rates or prematurely failing components can result in a negative closing cash balance. In addition, it is important to note that the capital fund contributions each year are assumed to rise at the assumed rate of inflation. Failure to raise the annual contributions with inflation will reduce the closing balance and may lead to a future shortfall.

**Reliance on Client Data** - This Reserve Study was prepared based on certain information provided by an official representative of the Association. This information includes the current asset balance of the Reserve Fund and the ages of the common elements and dates of most recent replacements.

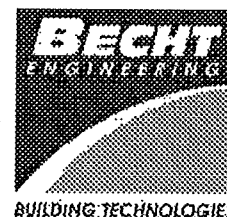
**Scope** - This Reserve Study is a reflection of the information provided to us and assembled for the Association's use for budgeting purposes, not for the purpose of performing an audit, quality/forensic analysis or background checks of historical records. Interpretation of contradictions that may exist within the governing document's definition of common elements is not within the scope of this Study.

**Reserve Balance** - The actual and projected Reserve Fund Balance is based upon information provided by the Association and was not audited.

**Component Quantities** - Where this Reserve Study is an update of a previously prepared Study, the Association is considered to have deemed previously developed component listings and quantities as accurate and reliable.

**Estimated Replacement Costs** - Replacement costs are to be considered estimated projections of the cost to replace common elements in kind. These cost estimates are to be considered preliminary until such time as a project specific design or scope of work is developed. These costs can be affected by many variables including inflation, project scope and hidden damage conditions.

**Reserve Projects** - While the information provided in this Study is to be considered reliable, on-site inspections are not to be considered a project audit or quality inspection.



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## Introduction

The purpose of a Capital Reserve Study is to estimate the amount of money that must be funded annually to replace those common element components that will require replacement before the end of the effective life of the project.

Mortgage lenders recognize the conditions of inadequate reserves. Reserves are important in preserving the qualities of a particular complex or building and therefore can affect property values. Consequently, capital reserves are directly related to the security and risk of a lender's investment and the marketability of the property.

The Capital Reserve Study develops a recommended basic annual contribution based upon current replacement costs. Inflation may increase future costs unpredictably, and the accumulation of interest on the reserve fund deposits increases available funds. Accurate projection of these factors is not possible. However, the effects of inflation and interest are shown via cash flow projections using assumed inflation and interest rates. Accurate reserve funding requires regular updates. The Community Associations Institute recommends yearly reviews and a formal study every three years.

## Capital Reserve Methodology

In preparing this study, when provided, we reviewed the master deed and offering statement to identify the common element components. The Association owns these building and site components. Only components with estimated remaining lives of 30 years or less have been included in the capital reserve fund. Components with estimated remaining lives that are greater than 30 years, such as building structures, piping and electrical wiring are usually replaced during a major renovation and financed at that time. Including these components in the reserve fund would result in an unrealistically high-recommended annual contribution to the capital reserve.

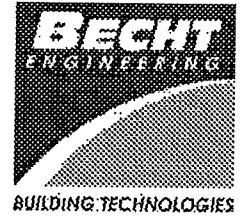
Quantities of the components to be included in the reserve fund were then determined by field measurements, as well as a review of building and site plans, if available.

Estimates of the costs to replace each component were derived from published industry standards, such as the R.S. Means Company cost-estimating guides and from our own experience in designing and supervising construction of similar projects. These cost estimates are to be considered preliminary until such time as a project specific design or scope of work is developed.

Finally, estimated remaining lives were determined for each of the included components based on the reported or evident present age, available industry data related to typical useful lives and the condition of the component, as determined by our physical inspection.

The capital reserve fund is not intended to cover annual maintenance. If maintenance items are included in the Capital Reserve Study, the tax status of the reserve fund can be jeopardized. However, expected lives are based on the assumption that proper annual maintenance is being performed. Therefore, this annual maintenance should be included in the Association's budget and maintenance fee. Without proper maintenance, accelerated deterioration can be expected, with shortened lives. Please note, it is only possible to reserve for future expenditures and that a current need must be financed separately by borrowing or assessments.

This Capital Reserve Study is developed as an aid in the proper financial planning of the Association. As such, the common element components included are evaluated for their physical condition and only for the purpose of estimating their remaining lives. Identification of possible deficient conditions is beyond the intent and scope of the Capital Reserve Study.



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## Capital Reserve Calculation

We have provided two Capital Reserve calculation methods as described below.

### Component Method

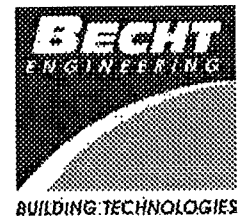
The first method provided in this reserve study is what is known as the Component Method. This is the most conservative approach to calculating the reserve requirement. The Component Method analyzes each component individually and assumes that the money collected for each item will only be used to replace that item. Our program uses assumed rates of interest and inflation in the calculation of the annual contribution and fully funded balance. We compare the actual balance in the Association's Reserve Fund with the calculated fully funded balance and determine if a surplus or deficit condition exists. If a deficit condition exists, an additional contribution is calculated for each component to offset the deficit.

### Threshold Funding Method

The second calculation method is known as the Threshold Funding Method. This method pools all the components and assumes that the money contributed to the fund is available for replacement of any item. Looking out over the next 30 years, the annual contribution is determined by lowering the contribution until the closing balance for any given year reaches a predetermined threshold. We typically provide two Threshold Method scenarios. These thresholds are based on a percentage of the current replacement cost of all the components in the Reserve Study. Basing the threshold on a percentage of the replacement cost of all components keeps the minimum proportional to the needs of a specific community.

This minimizes the annual contribution while maintaining a minimum closing balance. Determining the optimum minimum closing balance is a subjective task. Certainly, the lower the minimum acceptable balance is the greater the risk that the fund will experience a deficit. It should be noted that this method only considers Reserve Account balances over the next 30 years. Large capital expenditures just beyond the 30-year window will not be considered using this method until in the future they fall within the 30-year window.





## Capital Reserve Recommendations

Cedar Ridge Condominium Association has a total of 45 components in the reserve fund with a current Replacement Cost of \$782,713. Cedar Ridge Condominium Association presently has a total of \$400,947 in the reserve fund. Using the Component Method, we have determined that the Basic Annual Contribution to the reserve fund should be \$52,773. The fully funded balance required is \$478,543. This leaves deficit of \$77,596 in the reserve fund. The deficit will be offset on an annual basis, for each reserve component, based on the estimated remaining lives. The total of the next budget year contribution to the Contribution Adjustment is \$14,337. This results in a Total Contribution to the reserve fund for the next budget year of \$67,110.

Based on your evaluation of the preferred calculation method, we suggest that you plan your annual contributions over the next few years according to the appropriate cash flow schedule. Each year for the next three years, you may choose to review these assumptions. At no later than three years, we suggest that you contact us for an update based on a proper engineering review of the facility and replacement costs.

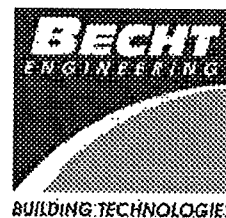
It should be noted that higher rates of inflation, lower earned interest rates or prematurely failing components can result in a negative closing cash balance. In addition, it is important to note that the capital fund contributions each year are assumed to rise at the assumed rate of inflation. Failure to raise the annual contributions with inflation will reduce the closing balance.

We recommend that the Association review this Capital Reserve Study with their Certified Public Accountant to be utilized in the preparation of their annual budget.

James H. Stegemerten RS  
Senior Project Manager  
CAI Reserve Specialist #145



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### Component Narrative

Project Name: Cedar Ridge Condominium Association  
Project Location: Odenton, Maryland  
Project Number: 15-0450  
Date of Study: June 2016  
Month Contributions Commence: January 2016

Interest Rate: 1.00%  
Inflation Rate: 3.00%

#### Architectural

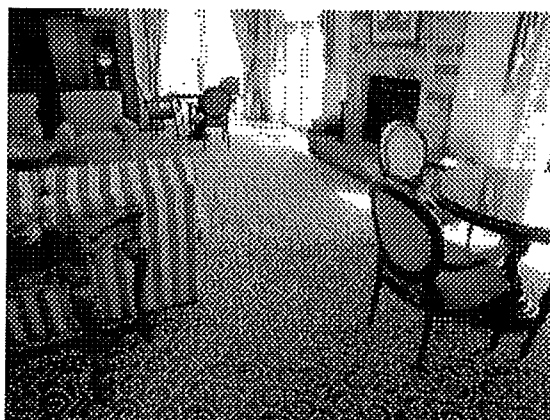
Description: Carpet, Exercise Room

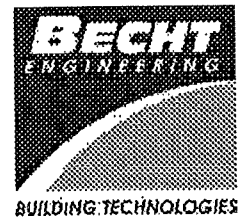
Quantity: 64 SY      Cost Per Unit: \$32.00      Replacement Cost: \$2,048  
Typical Life: 12      Est Rem Life: 3



Description: Carpet, Lounge Area

Quantity: 68 SY      Cost Per Unit: \$40.00      Replacement Cost: \$2,720  
Typical Life: 12      Est Rem Life: 11





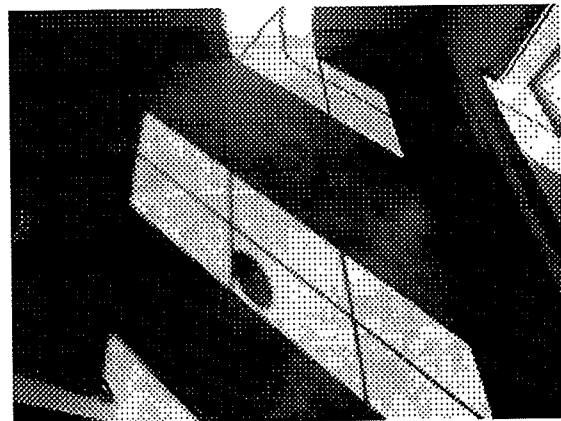
### Component Narrative

Project Name: Cedar Ridge Condominium Association  
Project Location: Odenton, Maryland  
Project Number: 15-0450  
Date of Study: June 2016  
Month Contributions Commence: January 2016

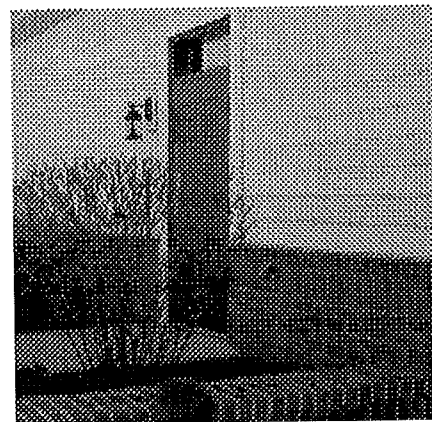
Interest Rate: 1.00%  
Inflation Rate: 3.00%

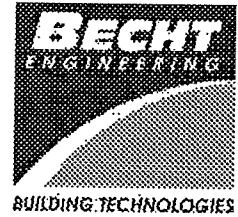
#### Architectural

Description: Ceramic Tile 12 Inch  
Quantity: 1,429 SF  
Cost Per Unit: \$32.00  
Typical Life: 25  
Replacement Cost: \$45,728  
Est Rem Life: 13



Description: Doors, Steel  
Quantity: 4 EA  
Cost Per Unit: \$1,550.00  
Typical Life: 25  
Replacement Cost: \$6,200  
Est Rem Life: 13





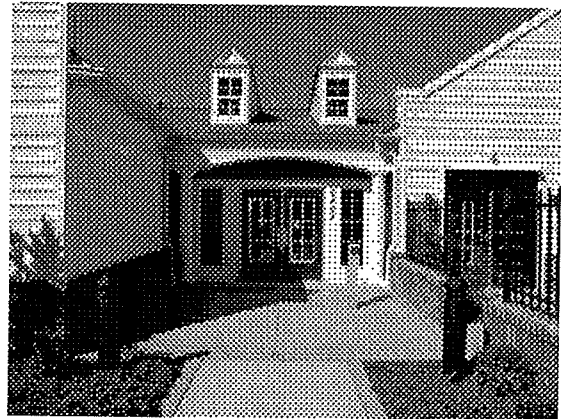
### Component Narrative

Project Name: Cedar Ridge Condominium Association  
Project Location: Odenton, Maryland  
Project Number: 15-0450  
Date of Study: June 2016  
Month Contributions Commence: January 2016

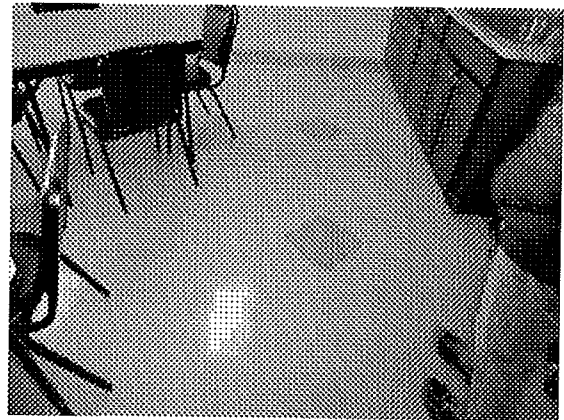
Interest Rate: 1.00%  
Inflation Rate: 3.00%

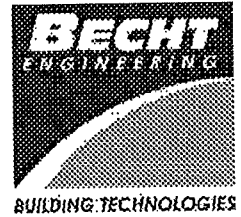
#### Architectural

Description: Exterior Doors (Full View), Double  
Quantity: 5 EA  
Cost Per Unit: \$2,400.00  
Typical Life: 25  
Replacement Cost: \$12,000  
Est Rem Life: 13



Description: Floor, Vinyl  
Quantity: 408 SF  
Cost Per Unit: \$8.00  
Typical Life: 20  
Replacement Cost: \$3,264  
Est Rem Life: 3





### Component Narrative

Project Name: Cedar Ridge Condominium Association  
Project Location: Odenton, Maryland  
Project Number: 15-0450  
Date of Study: June 2016  
Month Contributions Commence: January 2016

Interest Rate: 1.00%  
Inflation Rate: 3.00%

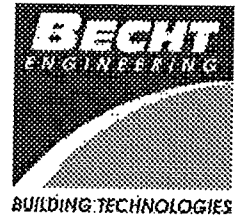
#### Architectural

Description: Flooring, Wood Textured Vinyl  
Quantity: 733 SF  
Cost Per Unit: \$16.00  
Typical Life: 25  
Replacement Cost: \$11,728  
Est Rem Life: 24



Description: Gutters and Leaders  
Quantity: 242 LF  
Cost Per Unit: \$7.50  
Typical Life: 25  
Replacement Cost: \$1,815  
Est Rem Life: 13





### Component Narrative

Project Name: Cedar Ridge Condominium Association  
Project Location: Odenton, Maryland  
Project Number: 15-0450  
Date of Study: June 2016  
Month Contributions Commence: January 2016

Interest Rate: 1.00%  
Inflation Rate: 3.00%

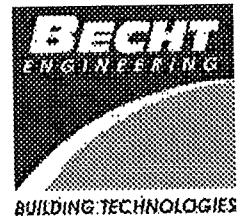
#### Architectural

Description: Roof Shingles  
Quantity: 5,888 SF  
Cost Per Unit: \$3.50  
Typical Life: 20  
Replacement Cost: \$20,608  
Est Rem Life: 8



Description: Vinyl Siding Allowance  
Quantity: 1 LS  
Cost Per Unit: \$42,500.00  
Typical Life: 40  
Replacement Cost: \$42,500  
Est Rem Life: 24





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### Component Narrative

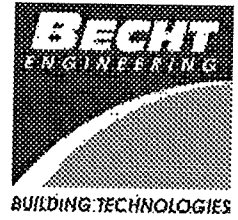
Project Name: Cedar Ridge Condominium Association  
Project Location: Odenton, Maryland  
Project Number: 15-0450  
Date of Study: June 2016  
Month Contributions Commence: January 2016

Interest Rate: 1.00%  
Inflation Rate: 3.00%

#### Architectural

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Description:	Window Allowance				
Quantity:	1 LS	Cost Per Unit:	\$3,400.00	Replacement Cost:	\$3,400
		Typical Life:	40	Est Rem Life:	24



### Component Narrative

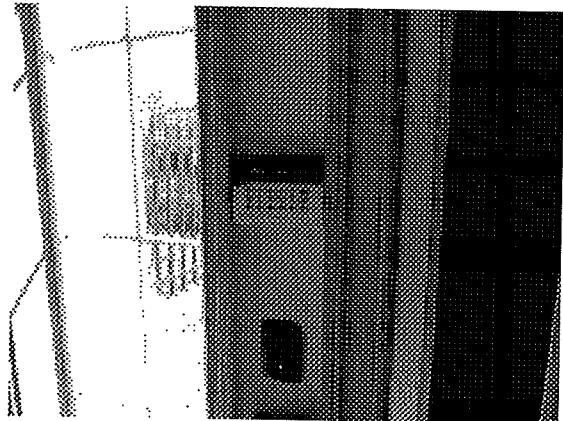
Project Name: Cedar Ridge Condominium Association  
Project Location: Odenton, Maryland  
Project Number: 15-0450  
Date of Study: June 2016  
Month Contributions Commence: January 2016

Interest Rate: 1.00%  
Inflation Rate: 3.00%

#### Electrical

Description: Entry/Security System

Quantity: 1 LS  
Cost Per Unit: \$3,200.00  
Typical Life: 20  
Replacement Cost: \$3,200  
Est Rem Life: 8

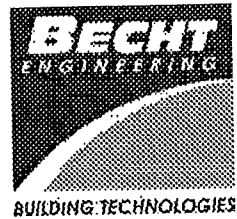


Description: Lights- Emergency

Quantity: 11 EA  
Cost Per Unit: \$165.00  
Typical Life: 20  
Replacement Cost: \$1,815  
Est Rem Life: 8







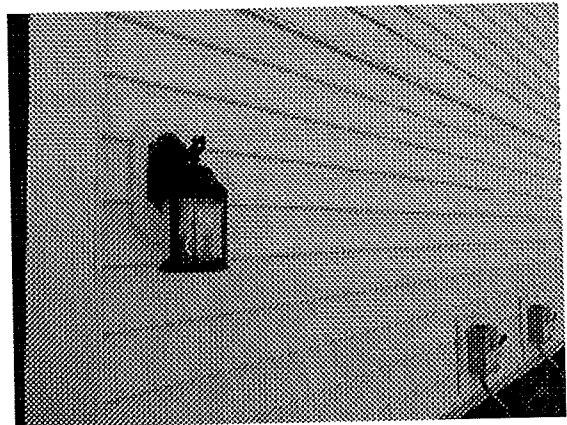
### Component Narrative

Project Name: Cedar Ridge Condominium Association  
Project Location: Odenton, Maryland  
Project Number: 15-0450  
Date of Study: June 2016  
Month Contributions Commence: January 2016

Interest Rate: 1.00%  
Inflation Rate: 3.00%

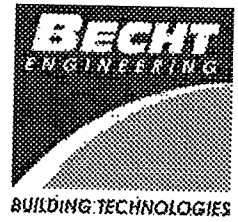
#### Electrical

Description: Lights- Exterior  
Quantity: 11 EA  
Cost Per Unit: \$250.00  
Typical Life: 20  
Replacement Cost: \$2,750  
Est Rem Life: 8



Description: Lights- Exterior Bollards  
Quantity: 19 EA  
Cost Per Unit: \$345.00  
Typical Life: 20  
Replacement Cost: \$6,555  
Est Rem Life: 11





### Component Narrative

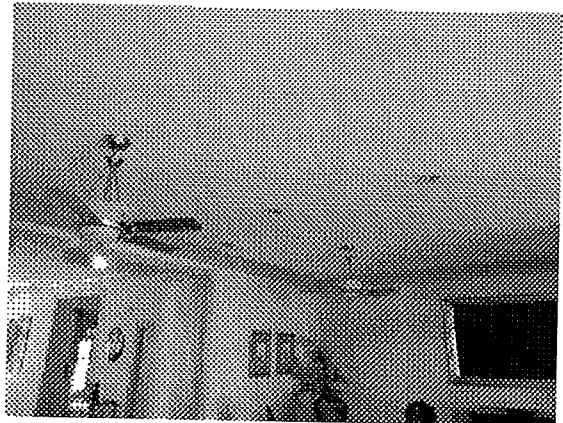
Project Name: Cedar Ridge Condominium Association  
Project Location: Odenton, Maryland  
Project Number: 15-0450  
Date of Study: June 2016  
Month Contributions Commence: January 2016

Interest Rate: 1.00%  
Inflation Rate: 3.00%

#### Electrical

Description: Lights- Interior

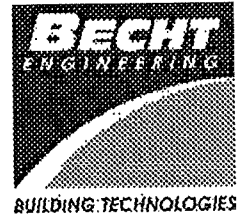
Quantity: 35 EA  
Cost Per Unit: \$145.00  
Typical Life: 25  
Replacement Cost: \$5,075  
Est Rem Life: 13



Description: Stanley Door Opener

Quantity: 2 EA  
Cost Per Unit: \$2,300.00  
Typical Life: 20  
Replacement Cost: \$4,600  
Est Rem Life: 8





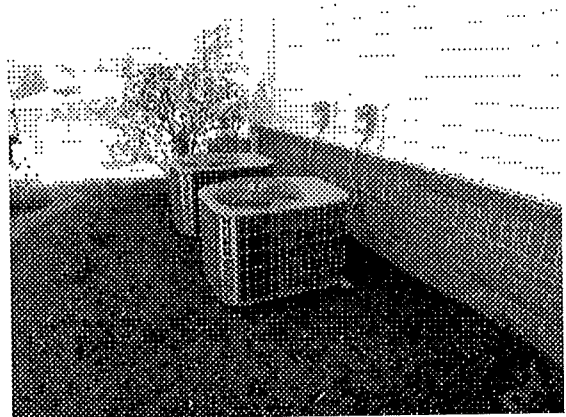
### Component Narrative

Project Name: Cedar Ridge Condominium Association  
Project Location: Odenton, Maryland  
Project Number: 15-0450  
Date of Study: June 2016  
Month Contributions Commence: January 2016

Interest Rate: 1.00%  
Inflation Rate: 3.00%

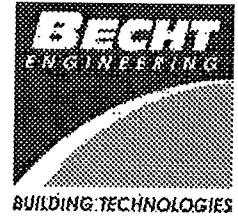
#### Mechanical

Description: AC compressor Unit, 12 SEER  
Quantity: 4 EA  
Cost Per Unit: \$3,000.00  
Typical Life: 20  
Replacement Cost: \$12,000  
Est Rem Life: 8



Description: Gas Furnace  
Quantity: 3 EA  
Cost Per Unit: \$2,500.00  
Typical Life: 15  
Replacement Cost: \$7,500  
Est Rem Life: 3





### Component Narrative

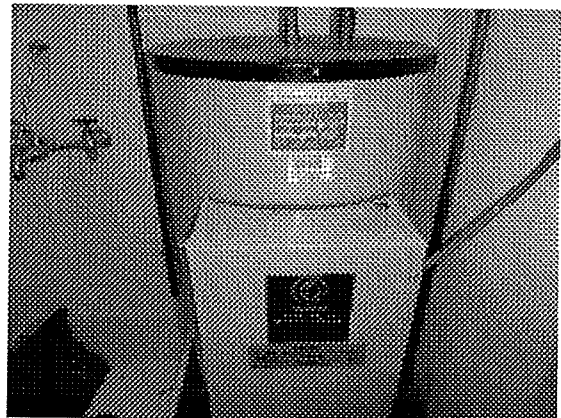
Project Name: Cedar Ridge Condominium Association  
Project Location: Odenton, Maryland  
Project Number: 15-0450  
Date of Study: June 2016  
Month Contributions Commence: January 2016

Interest Rate: 1.00%  
Inflation Rate: 3.00%

#### Mechanical

Description: Hot Water Heater 40 Gal.

Quantity: 1 EA  
Cost Per Unit: \$1,250.00  
Typical Life: 10  
Replacement Cost: \$1,250  
Est Rem Life: 2



Description: Pool Filter

Quantity: 1 LS  
Cost Per Unit: \$1,750.00  
Typical Life: 15  
Replacement Cost: \$1,750  
Est Rem Life: 3

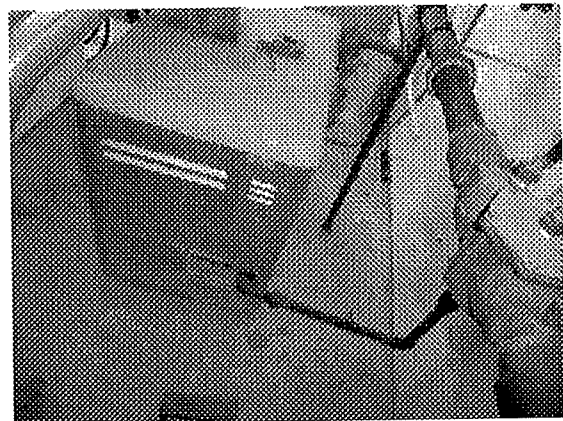


### Component Narrative

Project Name:	Cedar Ridge Condominium Association	Interest Rate	1.00%
Project Location:	Odenton, Maryland	Inflation Rate	3.00%
Project Number:	15-0450		
Date of Study:	June 2016		
Month Contributions Commence:	January 2016		

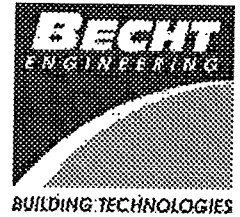
#### Mechanical

Description:	Pool Heater	Cost Per Unit:	\$2,800.00	Replacement Cost:	\$2,800
Quantity:	1 EA	Typical Life:	15	Est Rem Life:	2



Description:	Pool Pump	Cost Per Unit:	\$1,500.00	Replacement Cost:	\$1,500
Quantity:	1 EA	Typical Life:	15	Est Rem Life:	3





### Component Narrative

Project Name: Cedar Ridge Condominium Association  
 Project Location: Odenton, Maryland  
 Project Number: 15-0450  
 Date of Study: June 2016  
 Month Contributions Commence: January 2016

Interest Rate	1.00%
Inflation Rate	3.00%

#### Site

Description: Asphalt Paving  
 Quantity: 14,820 SY      Cost Per Unit: \$20.00      Replacement Cost: \$296,400  
    Typical Life: 20     Est Rem Life: 8

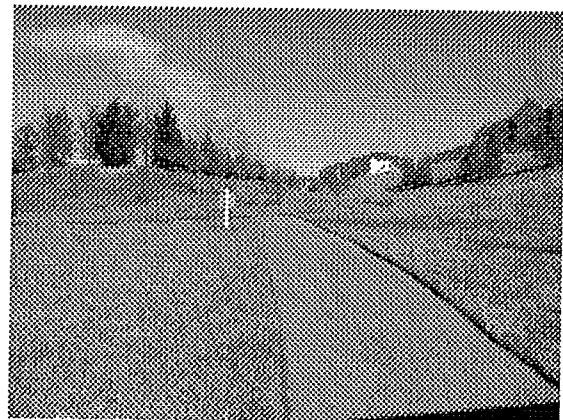
Comment:  
 The estimated cost is for the replacement of the asphalt paving and parking on the side of the building. The replacement of asphalt includes milling the entire top surface approximately 2 inches in depth.

Asphalt paving requires regular maintenance, including crack filling and pot hole repair to prevent accelerated damage.



Description: Asphalt Walkway  
 Quantity: 350 SY      Cost Per Unit: \$15.00      Replacement Cost: \$5,250  
    Typical Life: 20     Est Rem Life: 8

Comment:  
 The estimated cost is to overlay the existing path located along the clubhouse and around the Roaming ridge Condominium Buildings.

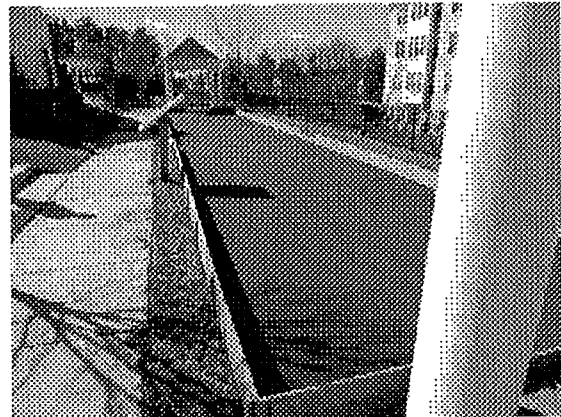


### Component Narrative

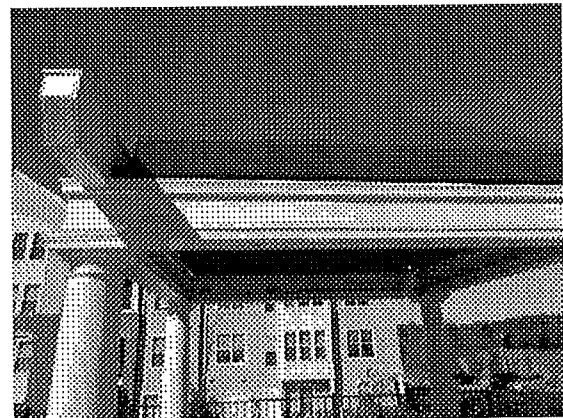
Project Name:	Cedar Ridge Condominium Association	Interest Rate	1.00%
Project Location:	Odenton, Maryland	Inflation Rate	3.00%
Project Number:	15-0450		
Date of Study:	June 2016		
Month Contributions Commence:	January 2016		

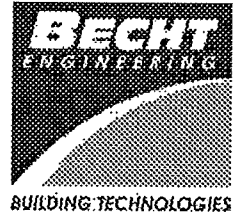
#### Site

Description:	Bocce Ball Court Resurfacing		
Quantity:	700 SF	Cost Per Unit:	\$12.00
		Typical Life:	12
		Replacement Cost:	\$8,400
		Est Rem Life:	3



Description:	Cabanas		
Quantity:	12 EA	Cost Per Unit:	\$1,800.00
		Typical Life:	10
		Replacement Cost:	\$21,600
		Est Rem Life:	4





### Component Narrative

Project Name:	Cedar Ridge Condominium Association	Interest Rate	1.00%
Project Location:	Odenton, Maryland	Inflation Rate	3.00%
Project Number:	15-0450		
Date of Study:	June 2016		
Month Contributions Commence:	January 2016		

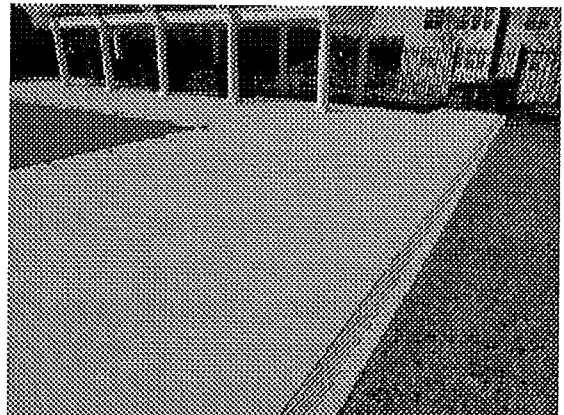
#### Site

Description:	Concrete Curb and Gutter Allowance, 15%		
Quantity:	1,795 LF	Cost Per Unit:	\$32.00
		Typical Life:	15
		Replacement Cost:	\$57,440
		Est Rem Life:	10

Comment:  
 An allowance has been included as an alternative to funding for a one time full replacement of the concrete curbing along the roadways. The total quantity of curbing throughout the community is 11,970 LF and we estimate the designated percentage will require replacement over the next 10 years. This allowance figure can be adjusted during future reserve updates.



Description:	Concrete Pool Apron		
Quantity:	4,440 SF	Cost Per Unit:	\$7.50
		Typical Life:	25
		Replacement Cost:	\$33,300
		Est Rem Life:	13





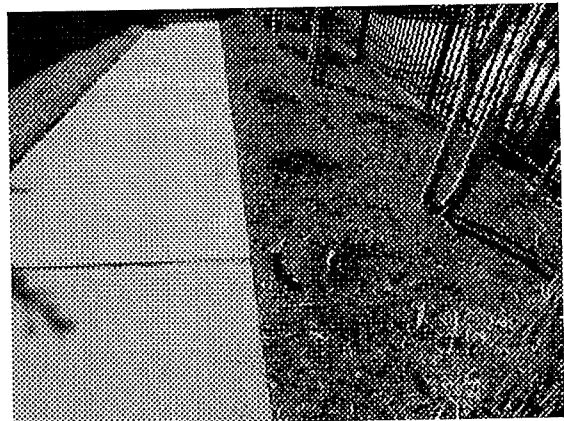
### Component Narrative

Project Name: Cedar Ridge Condominium Association	Interest Rate: 1.00%	
Project Location: Odenton, Maryland	Inflation Rate: 3.00%	
Project Number: 15-0450		
Date of Study: June 2016		
Month Contributions Commence: January 2016		

#### Site

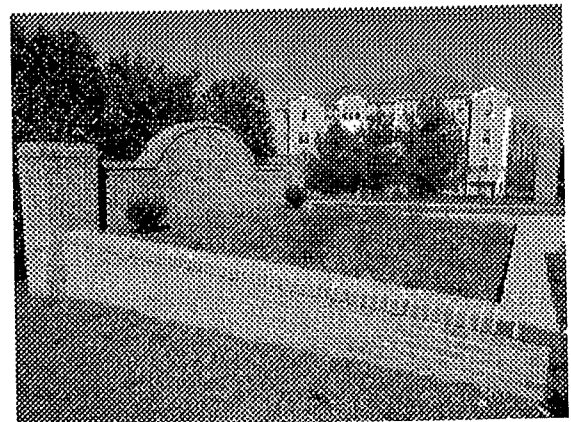
Description: Concrete Sidewalks Allowance, 20%		
Quantity: 2,624 SF	Cost Per Unit: \$8.50	Replacement Cost: \$22,304
	Typical Life: 15	Est Rem Life: 10

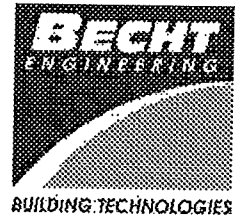
**Comment:**  
 An allowance has been included as an alternative to funding for a one time full replacement of the concrete walks. The total quantity of walks throughout the community is 13,120 SF and we estimate the designated percentage will require replacement over the next 10 years. This allowance figure can be adjusted during future reserve updates.



Description: Entrance Signage		
Quantity: 1 LS	Cost Per Unit: \$3,000.00	Replacement Cost: \$3,000
	Typical Life: 30	Est Rem Life: 18

**Comment:**  
 The entry sign is a masonry structure which has an extended useful life if properly maintained. We have provide funding for crack repairs and joint repointing.





**Component Narrative**

Project Name: Cedar Ridge Condominium Association  
 Project Location: Odenton, Maryland  
 Project Number: 15-0450  
 Date of Study: June 2016  
 Month Contributions Commence: January 2016

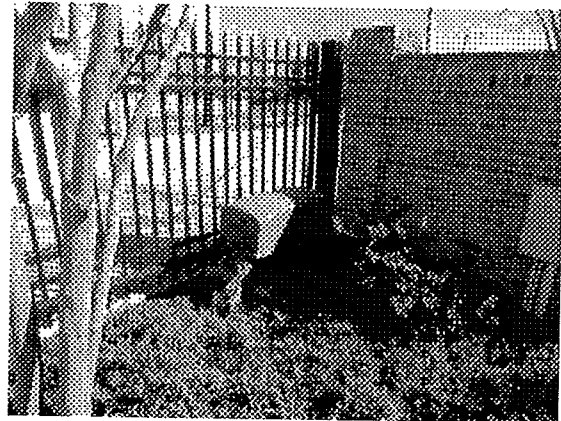
Interest Rate: 1.00%  
 Inflation Rate: 3.00%

**Site**

Description: Entry Gates and Control box

Quantity: 4 EA  
 Cost Per Unit: \$3,500.00  
 Typical Life: 20  
 Replacement Cost: \$14,000  
 Est Rem Life: 8

Comment:  
 The estimated replacement cost includes the gate motor and control panel.



Description: Fence, Aluminum

Quantity: 295 LF  
 Cost Per Unit: \$33.50  
 Typical Life: 25  
 Replacement Cost: \$9,883  
 Est Rem Life: 13



### Component Narrative

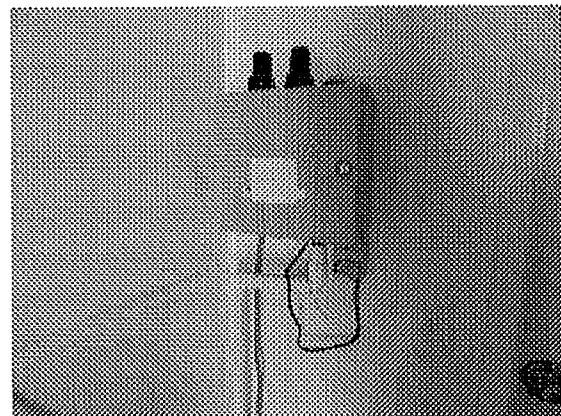
Project Name:	Cedar Ridge Condominium Association	Interest Rate	1.00%
Project Location:	Odenton, Maryland	Inflation Rate	3.00%
Project Number:	15-0450		
Date of Study:	June 2016		
Month Contributions Commence:	January 2016		

#### Site

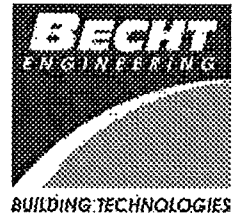
Description:	Gazebo				
Quantity:	1 EA	Cost Per Unit:	\$6,500.00	Replacement Cost:	\$6,500
		Typical Life:	25	Est Rem Life:	13



Description:	Irrigation System Control Unit				
Quantity:	1 LS	Cost Per Unit:	\$1,500.00	Replacement Cost:	\$1,500
		Typical Life:	10	Est Rem Life:	3



Order: FG3V8JQ88  
 Address: 8615 Wandering Fox Trl Unit 201  
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**Component Narrative**

Project Name: Cedar Ridge Condominium Association  
Project Location: Odenton, Maryland  
Project Number: 15-0450  
Date of Study: June 2016  
Month Contributions Commence: January 2016

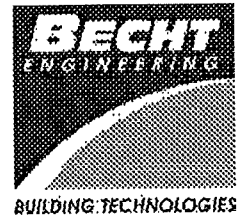
Interest Rate: 1.00%  
Inflation Rate: 3.00%

**Site**

Description: Pool Chemical Feed Controller  
Quantity: 1 EA  
Cost Per Unit: \$550.00  
Typical Life: 12  
Replacement Cost: \$550  
Est Rem Life: 2



Description: Pool White Coat  
Quantity: 2,196 SF  
Cost Per Unit: \$5.00  
Typical Life: 12  
Replacement Cost: \$10,980  
Est Rem Life: 11



### Component Narrative

Project Name: Cedar Ridge Condominium Association  
Project Location: Odenton, Maryland  
Project Number: 15-0450  
Date of Study: June 2016  
Month Contributions Commence: January 2016

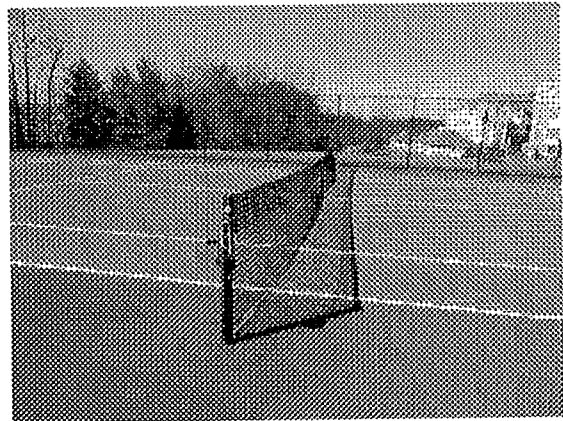
Interest Rate: 1.00%  
Inflation Rate: 3.00%

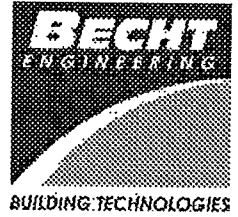
### Site

Description: Tennis Court Refurbishment

Quantity:	1 LS	Cost Per Unit:	\$6,000.00	Replacement Cost:	\$6,000
		Typical Life:	12	Est Rem Life:	8

Comment:  
The estimated cost includes crack repair and a acrylic surface coating. The pricing was provided to us from the previous refurbishment.





### Component Narrative

Project Name: Cedar Ridge Condominium Association  
 Project Location: Odenton, Maryland  
 Project Number: 15-0450  
 Date of Study: June 2016  
 Month Contributions Commence: January 2016

Interest Rate: 1.00%  
 Inflation Rate: 3.00%

#### Miscellaneous

Description: Clubhouse Furniture

Quantity:	1 LS	Cost Per Unit:	\$35,000.00	Replacement Cost:	\$35,000
		Typical Life:	15	Est Rem Life:	3



Description: Exercise Equipment

Quantity:	1 LS	Cost Per Unit:	\$20,000.00	Replacement Cost:	\$20,000
		Typical Life:	15	Est Rem Life:	10



### Component Narrative

Project Name:	Cedar Ridge Condominium Association	Interest Rate	1.00%
Project Location:	Odenton, Maryland	Inflation Rate	3.00%
Project Number:	15-0450		
Date of Study:	June 2016		
Month Contributions Commence:	January 2016		

#### Miscellaneous

Description: Kitchen Appliances

Quantity:	1 LS	Cost Per Unit:	\$3,000.00	Replacement Cost:	\$3,000
		Typical Life:	20	Est Rem Life:	8



Description: Media Allowance

Quantity:	1 LS	Cost Per Unit:	\$3,500.00	Replacement Cost:	\$3,500
		Typical Life:	10	Est Rem Life:	3

Comment:  
The estimated replacement cost is for the TV's in the lounge area, the exercise room.





### Component Narrative

Project Name: Cedar Ridge Condominium Association  
Project Location: Odenton, Maryland  
Project Number: 15-0450  
Date of Study: June 2016  
Month Contributions Commence: January 2016

Interest Rate: 1.00%  
Inflation Rate: 3.00%

### Miscellaneous

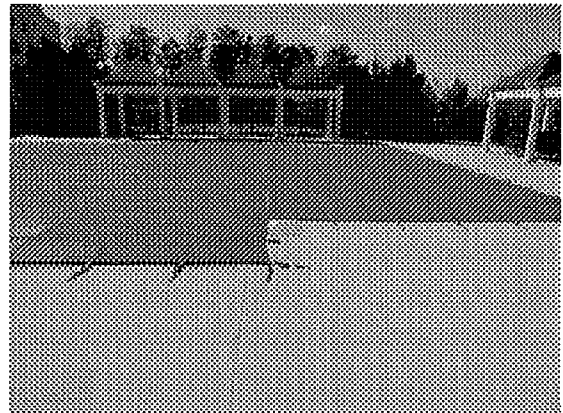
Description: Park Benches

Quantity: 2 EA  
Cost Per Unit: \$800.00  
Typical Life: 20  
Replacement Cost: \$1,600  
Est Rem Life: 8

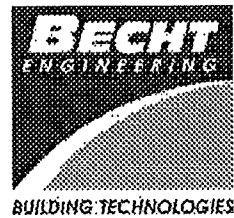


Description: Pool Cover

Quantity: 1 LS  
Cost Per Unit: \$4,700.00  
Typical Life: 15  
Replacement Cost: \$4,700  
Est Rem Life: 3







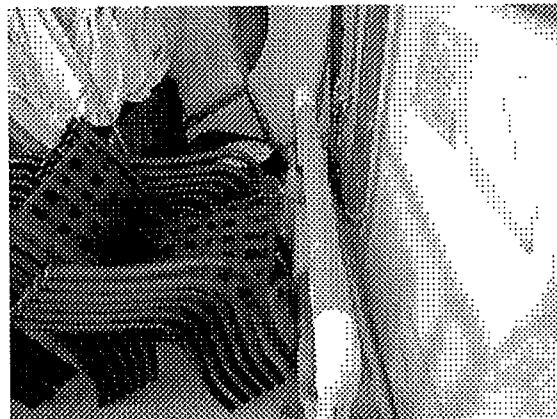
### Component Narrative

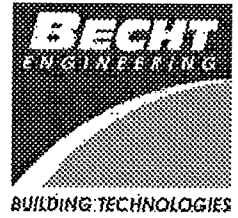
Project Name: Cedar Ridge Condominium Association  
Project Location: Odenton, Maryland  
Project Number: 15-0450  
Date of Study: June 2016  
Month Contributions Commence: January 2016

Interest Rate: 1.00%  
Inflation Rate: 3.00%

### Miscellaneous

Description: Pool Furnishings  
Quantity: 1 LS  
Cost Per Unit: \$15,000.00  
Typical Life: 10  
Replacement Cost: \$15,000  
Est Rem Life: 1

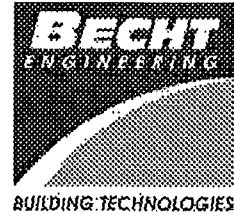




# Capital Reserve Calculations

Wednesday, June 1, 2016

Order: FG3V8JQ88  
Address: 8615 Wandering Fox Trl Unit 201  
Order Date: 09-27-2019  
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**Reserve Summary**

Project Name: Cedar Ridge Condominium Association  
 Project Location: Odenton, Maryland  
 Project Number: 15-0450  
 Date of Study: June 2016  
 Month Contributions Commence: January 2016

Interest Rate: 1.00%  
 Inflation Rate: 3.00%

Architectural	Replacement Cost	RESERVES			CONTRIBUTION		
		Present Fund	Required Fund	Surplus (Deficit)	Basic Annual	Adjustment*	Total
Architectural	\$152,011	\$67,890	\$81,029	(\$13,139)	\$7,584	\$1,365	\$8,949
Electrical	\$23,995	\$12,395	\$14,794	(\$2,399)	\$1,462	\$297	\$1,759
Mechanical	\$26,800	\$17,426	\$20,798	(\$3,372)	\$2,006	\$1,005	\$3,011
Site	\$497,107	\$252,347	\$301,184	(\$48,837)	\$34,428	\$7,119	\$41,547
Miscellaneous	\$82,800	\$50,889	\$60,738	(\$9,849)	\$7,293	\$4,552	\$11,844
<b>TOTALS</b>	<b>\$782,713</b>	<b>\$400,947</b>	<b>\$478,543</b>	<b>(\$77,596)</b>	<b>\$52,773</b>	<b>\$14,337</b>	<b>\$67,110</b>

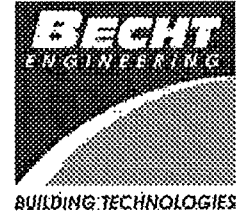
Order: FG3V8JQ88

Address: 8645 Wandering Fox Tr Unit 201

Order Date: 09-27-2019

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## Component Schedule

Project Name: Cedar Ridge Condominium Association  
 Project Location: Odenton, Maryland  
 Project Number: 15-0450  
 Date of Study: June 2016  
 Month Contributions Commence: January 2016

Interest Rate: 1.00%  
 Inflation Rate: 3.00%

Description	Replacement Cost	Est Rem. Life	Typical Life	Basic Annual Contrib	Percent Total	Present Fund	Required Fund	Surplus (Deficit)	Contrib. Adjustment
<b>Architectural</b>									
Carpet, Exercise Room	\$2,048	3	12	\$202	0.34%	\$1,358	\$1,621	(\$263)	\$92
Carpet, Lounge Area	\$2,720	11	12	\$269	0.06%	\$223	\$266	(\$43)	\$5
Ceramic Tile 12 Inch	\$45,728	13	25	\$2,382	5.49%	\$22,026	\$26,289	(\$4,263)	\$393
Doors, Steel	\$6,200	13	25	\$323	0.74%	\$2,986	\$3,564	(\$578)	\$53
Exterior Doors (Full View), Double	\$12,000	13	25	\$625	1.44%	\$5,780	\$6,899	(\$1,119)	\$103
Floor, Vinyl	\$3,264	3	20	\$207	0.61%	\$2,453	\$2,928	(\$475)	\$167
Flooring, Wood Textured Vinyl	\$11,728	24	25	\$611	0.13%	\$509	\$608	(\$99)	\$5
Gutters and Leaders	\$1,815	13	25	\$95	0.22%	\$874	\$1,043	(\$169)	\$16
Roof Shingles	\$20,608	8	20	\$1,304	2.93%	\$11,749	\$14,023	(\$2,274)	\$322
Vinyl Siding Allowance	\$42,500	24	40	\$1,450	4.60%	\$18,454	\$22,026	(\$3,572)	\$193
Window Allowance	\$3,400	24	40	\$116	0.37%	\$1,476	\$1,762	(\$286)	\$15
<b>Electrical</b>									
Entry/Security System	\$3,200	8	20	\$203	0.46%	\$1,824	\$2,177	(\$353)	\$50
Lights- Emergency	\$1,815	8	20	\$115	0.26%	\$1,035	\$1,235	(\$200)	\$28
Lights- Exterior	\$2,750	8	20	\$174	0.39%	\$1,568	\$1,871	(\$303)	\$43
Lights- Exterior Bollards	\$6,555	11	20	\$415	0.72%	\$2,901	\$3,463	(\$561)	\$60
Lights- Interior	\$5,075	13	25	\$264	0.61%	\$2,445	\$2,918	(\$473)	\$44
Stanley Door Opener	\$4,600	8	20	\$291	0.65%	\$2,623	\$3,130	(\$508)	\$72
<b>Mechanical</b>									
AC compressor Unit, 12 SEER	\$12,000	8	20	\$760	1.71%	\$6,841	\$8,165	(\$1,324)	\$188
Gas Furnace	\$7,500	3	15	\$610	1.32%	\$5,306	\$6,333	(\$1,027)	\$361
Hot Water Heater 40 Gal.	\$1,250	2	10	\$145	0.22%	\$869	\$1,038	(\$168)	\$87
Pool Filter	\$1,750	3	15	\$142	0.31%	\$1,238	\$1,478	(\$240)	\$84
Pool Heater	\$2,800	2	15	\$228	0.53%	\$2,110	\$2,518	(\$408)	\$212
Pool Pump	\$1,500	3	15	\$122	0.26%	\$1,061	\$1,267	(\$206)	\$72
<b>Site</b>									
Asphalt Paving	\$296,400	8	20	\$18,760	42.15%	\$168,980	\$201,684	(\$32,703)	\$4,636
Asphalt Walkway	\$5,250	8	20	\$332	0.75%	\$2,993	\$3,572	(\$579)	\$82
Bocce Ball Court Resurfacing	\$8,400	3	12	\$830	1.39%	\$5,571	\$6,649	(\$1,078)	\$379

Order: FG3V8JQ88

Address: 8615 Wandering Fox Trl Unit 204

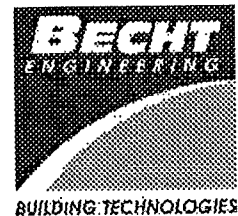
Order Date: 09-27-2019

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Wednesday, June 1, 2016

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## Component Schedule

Project Name: Cedar Ridge Condominium Association  
 Project Location: Odenton, Maryland  
 Project Number: 15-0450  
 Date of Study: June 2016  
 Month Contributions Commence: January 2016  
 Interest Rate: 1.00%  
 Inflation Rate: 3.00%

Description	Replacement Cost	Est Rem. Life	Typical Life	Basic Annual Contrib	Percent Total	Present Fund	Required Fund	Surplus (Deficit)	Contrib. Adjustment
Cabanas	\$21,600	4	10	\$2,508	2.90%	\$11,646	\$13,900	(\$2,254)	\$604
Concrete Curb and Gutter Allowance, 15%	\$57,440	10	15	\$4,670	4.65%	\$18,628	\$22,233	(\$3,605)	\$419
Concrete Pool Apron	\$33,300	13	25	\$1,734	4.00%	\$16,040	\$19,144	(\$3,104)	\$286
Concrete Sidewalks Allowance, 20%	\$22,304	10	15	\$1,813	1.80%	\$7,233	\$8,633	(\$1,400)	\$163
Entrance Signage	\$3,000	18	30	\$133	0.31%	\$1,255	\$1,498	(\$243)	\$17
Entry Gates and Control box	\$14,000	8	20	\$886	1.99%	\$7,982	\$9,526	(\$1,544)	\$219
Fence, Aluminum	\$9,883	13	25	\$515	1.19%	\$4,760	\$5,681	(\$921)	\$85
Gazebo	\$6,500	13	25	\$339	0.78%	\$3,131	\$3,737	(\$606)	\$56
Irrigation System Control Unit	\$1,500	3	10	\$174	0.23%	\$929	\$1,108	(\$180)	\$63
Pool Chemical Feed Controller	\$550	2	12	\$54	0.10%	\$398	\$476	(\$77)	\$40
Pool White Coat	\$10,980	11	12	\$1,085	0.22%	\$900	\$1,074	(\$174)	\$19
Tennis Court Refurbishment	\$6,000	8	12	\$593	0.47%	\$1,900	\$2,268	(\$368)	\$52
<i>Miscellaneous</i>									
Clubhouse Furniture	\$35,000	3	15	\$2,845	6.18%	\$24,761	\$29,553	(\$4,792)	\$1,686
Exercise Equipment	\$20,000	10	15	\$1,626	1.62%	\$6,486	\$7,741	(\$1,255)	\$146
Kitchen Appliances	\$3,000	8	20	\$190	0.43%	\$1,710	\$2,041	(\$331)	\$47
Media Allowance	\$3,500	3	10	\$406	0.54%	\$2,167	\$2,586	(\$419)	\$148
Park Benches	\$1,600	8	20	\$101	0.23%	\$912	\$1,089	(\$177)	\$25
Pool Cover	\$4,700	3	15	\$382	0.83%	\$3,325	\$3,968	(\$643)	\$226
Pool Furnishings	\$15,000	1	10	\$1,742	2.88%	\$11,528	\$13,760	(\$2,231)	\$2,274
<b>Totals</b>	<b>\$782,713</b>			<b>\$52,773</b>	<b>100.00%</b>	<b>\$400,947</b>	<b>\$478,543</b>	<b>(\$77,596)</b>	<b>\$14,337</b>

Order: FG3V8JQ88

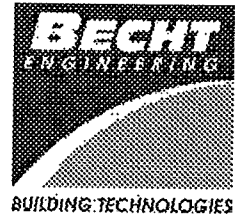
Address: 8645 Wandering Fox Trl Unit 204

Order Date: 09-27-2019

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Wednesday, June 1, 2016



### Component Detail

Project Name: Cedar Ridge Condominium Association  
 Project Location: Odenton, Maryland  
 Project Number: 15-0450  
 Date of Study: June 2016  
 Month Contributions Commence: January 2016

Interest Rate: 1.00%  
 Inflation Rate: 3.00%

Architectural	Quantity	Replacement Cost	RESERVES			CONTRIBUTION		
			Present Fund	Required Fund	Surplus (Deficit)	Basic Annual	Adjustment*	Total
Carpet, Exercise Room	64 SY	\$2,048	\$1,358	\$1,621	(\$263)	\$202	\$92	\$295
Carpet, Lounge Area	68 SY	\$2,720	\$223	\$266	(\$43)	\$269	\$5	\$273
Ceramic Tile 12 Inch	1,429 SF	\$45,728	\$22,026	\$26,289	(\$4,263)	\$2,382	\$393	\$2,775
Doors, Steel	4 EA	\$6,200	\$2,986	\$3,564	(\$578)	\$323	\$53	\$376
Exterior Doors (Full View), Double	5 EA	\$12,000	\$5,780	\$6,899	(\$1,119)	\$625	\$103	\$728
Floor, Vinyl	408 SF	\$3,264	\$2,453	\$2,928	(\$475)	\$207	\$167	\$374
Flooring, Wood Textured Vinyl	733 SF	\$11,728	\$509	\$608	(\$99)	\$611	\$5	\$616
Gutters and Leaders	242 LF	\$1,815	\$874	\$1,043	(\$169)	\$95	\$16	\$110
Roof Shingles	5,888 SF	\$20,608	\$11,749	\$14,023	(\$2,274)	\$1,304	\$322	\$1,627
Vinyl Siding Allowance	1 LS	\$42,500	\$18,454	\$22,026	(\$3,572)	\$1,450	\$193	\$1,643
Window Allowance	1 LS	\$3,400	\$1,476	\$1,762	(\$286)	\$116	\$15	\$131
<b>TOTALS</b>		<b>\$152,011</b>	<b>\$67,890</b>	<b>\$81,029</b>	<b>(\$13,139)</b>	<b>\$7,584</b>	<b>\$1,365</b>	<b>\$8,949</b>



### Component Detail

Project Name: Cedar Ridge Condominium Association  
 Project Location: Odenton, Maryland  
 Project Number: 15-0450  
 Date of Study: June 2016  
 Month Contributions Commence: January 2016  
 Interest Rate: 1.00%  
 Inflation Rate: 3.00%

Electrical	Quantity	Replacement Cost	RESERVES			CONTRIBUTION		
			Present Fund	Required Fund	Surplus (Deficit)	Basic Annual	Adjustment*	Total
Entry/Security System	1 LS	\$3,200	\$1,824	\$2,177	(\$353)	\$203	\$50	\$253
Lights- Emergency	11 EA	\$1,815	\$1,035	\$1,235	(\$200)	\$115	\$28	\$143
Lights- Exterior	11 EA	\$2,750	\$1,568	\$1,871	(\$303)	\$174	\$43	\$217
Lights- Exterior Bollards	19 EA	\$6,555	\$2,901	\$3,463	(\$561)	\$415	\$60	\$475
Lights- Interior	35 EA	\$5,075	\$2,445	\$2,918	(\$473)	\$264	\$44	\$308
Stanley Door Opener	2 EA	\$4,600	\$2,623	\$3,130	(\$506)	\$291	\$72	\$363
<b>TOTALS</b>		<b>\$23,995</b>	<b>\$12,395</b>	<b>\$14,794</b>	<b>(\$2,399)</b>	<b>\$1,462</b>	<b>\$297</b>	<b>\$1,759</b>

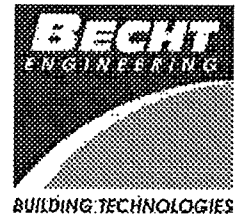
Order: FG3V8JQ88

Address: 8615 Wandering Fox Trl Unit 204

Order Date: 09-27-2019

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### Component Detail

Project Name: Cedar Ridge Condominium Association  
 Project Location: Odenton, Maryland  
 Project Number: 15-0450  
 Date of Study: June 2016  
 Month Contributions Commence: January 2016

Interest Rate: 1.00%  
 Inflation Rate: 3.00%

Mechanical	Quantity	Replacement Cost	RESERVES			CONTRIBUTION		
			Present Fund	Required Fund	Surplus (Deficit)	Basic Annual	Adjustment*	Total
AC compressor Unit, 12 SEER	4 EA	\$12,000	\$6,841	\$8,165	(\$1,324)	\$760	\$188	\$947
Gas Furnace	3 EA	\$7,500	\$5,306	\$6,333	(\$1,027)	\$610	\$361	\$971
Hot Water Heater 40 Gal.	1 EA	\$1,250	\$869	\$1,038	(\$169)	\$145	\$87	\$232
Pool Filter	1 LS	\$1,750	\$1,238	\$1,478	(\$240)	\$142	\$84	\$227
Pool Heater	1 EA	\$2,800	\$2,110	\$2,518	(\$408)	\$228	\$212	\$439
Pool Pump	1 EA	\$1,500	\$1,061	\$1,267	(\$205)	\$122	\$72	\$194
<b>TOTALS</b>		<b>\$26,800</b>	<b>\$17,426</b>	<b>\$20,798</b>	<b>(\$3,372)</b>	<b>\$2,006</b>	<b>\$1,005</b>	<b>\$3,011</b>

Order: FG3V8JQ88

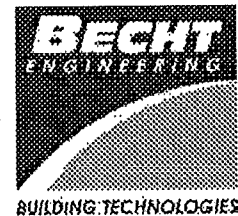
Address: 8615 Wandering Fox Trl Unit 201

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### Component Detail

Project Name: Cedar Ridge Condominium Association  
 Project Location: Odenton, Maryland  
 Project Number: 15-0450  
 Date of Study: June 2016  
 Month Contributions Commence: January 2016  
 Interest Rate: 1.00%  
 Inflation Rate: 3.00%

Site	Quantity	Replacement Cost	RESERVES			CONTRIBUTION		
			Present Fund	Required Fund	Surplus (Deficit)	Basic Annual	Adjustment*	Total
Asphalt Paving	14,820 SY	\$296,400	\$168,980	\$201,684	(\$32,703)	\$18,760	\$4,636	\$23,396
Asphalt Walkway	350 SY	\$5,250	\$2,993	\$3,572	(\$579)	\$332	\$82	\$414
Bocce Ball Court Resurfacing	700 SF	\$8,400	\$5,571	\$6,649	(\$1,078)	\$830	\$379	\$1,210
Cabanas	12 EA	\$21,600	\$11,646	\$13,900	(\$2,254)	\$2,508	\$604	\$3,112
Concrete Curb and Gutter Allowance, 15%	1,795 LF	\$57,440	\$18,628	\$22,233	(\$3,605)	\$4,670	\$419	\$5,088
Concrete Pool Apron	4,440 SF	\$33,300	\$16,040	\$19,144	(\$3,104)	\$1,734	\$286	\$2,020
Concrete Sidewalks Allowance, 20%	2,624 SF	\$22,304	\$7,233	\$8,633	(\$1,400)	\$1,813	\$163	\$1,976
Entrance Signage	1 LS	\$3,000	\$1,255	\$1,498	(\$243)	\$133	\$17	\$150
Entry Gates and Control box	4 EA	\$14,000	\$7,982	\$9,526	(\$1,545)	\$886	\$219	\$1,105
Fence, Aluminum	295 LF	\$9,883	\$4,760	\$5,681	(\$921)	\$515	\$85	\$600
Gazebo	1 EA	\$6,500	\$3,131	\$3,737	(\$606)	\$339	\$56	\$394
Irrigation System Control Unit	1 LS	\$1,500	\$929	\$1,108	(\$380)	\$174	\$63	\$237
Pool Chemical Feed Controller	1 EA	\$550	\$398	\$476	(\$77)	\$54	\$40	\$94
Pool White Coat	2,196 SF	\$10,980	\$900	\$1,074	(\$174)	\$1,085	\$19	\$1,104
Tennis Court Refurbishment	1 LS	\$6,000	\$1,900	\$2,268	(\$368)	\$593	\$52	\$645
<b>TOTALS</b>		<b>\$497,107</b>	<b>\$252,347</b>	<b>\$301,184</b>	<b>(\$46,837)</b>	<b>\$34,428</b>	<b>\$7,119</b>	<b>\$41,547</b>

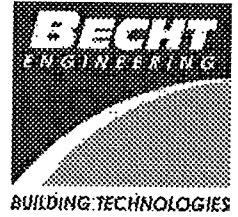
Order: FG3V8JQ88

Address: 8615 Wandering Fox Trl Unit 201

Order Date: 09-27-2019

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**Component Detail**

Project Name: Cedar Ridge Condominium Association  
 Project Location: Odenton, Maryland  
 Project Number: 15-0450  
 Date of Study: June 2016  
 Month Contributions Commence: January 2016

Interest Rate: 1.00%  
 Inflation Rate: 3.00%

Miscellaneous	Quantity	Replacement Cost	RESERVES			CONTRIBUTION		
			Present Fund	Required Fund	Surplus (Deficit)	Basic Annual	Adjustment*	Total
Clubhouse Furniture	1 LS	\$35,000	\$24,761	\$29,553	(\$4,792)	\$2,845	\$1,686	\$4,531
Exercise Equipment	1 LS	\$20,000	\$6,486	\$7,741	(\$1,255)	\$1,626	\$146	\$1,772
Kitchen Appliances	1 LS	\$3,000	\$1,710	\$2,041	(\$331)	\$190	\$47	\$237
Media Allowance	1 LS	\$3,500	\$2,167	\$2,586	(\$419)	\$406	\$148	\$554
Park Benches	2 EA	\$1,600	\$912	\$1,089	(\$177)	\$101	\$25	\$126
Pool Cover	1 LS	\$4,700	\$3,325	\$3,968	(\$643)	\$382	\$226	\$608
Pool Furnishings	1 LS	\$15,000	\$11,528	\$13,760	(\$2,231)	\$1,742	\$2,274	\$4,016
<b>TOTALS</b>		<b>\$82,800</b>	<b>\$50,889</b>	<b>\$60,738</b>	<b>(\$9,849)</b>	<b>\$7,293</b>	<b>\$4,552</b>	<b>\$11,844</b>



## Disbursement Schedule

Project Name:	Cedar Ridge Condominium Association		
Project Location:	Odenton, Maryland	Interest Rate	1.00%
Project Number:	15-0450	Inflation Rate	3.00%
Date of Study:	June 2016		
Month Contributions Commence:	January 2016		

Year	Description	Base Cost	Future Replacement Cost
<hr/>			
2017			
	Pool Furnishings	\$15,000	\$15,450
		<b>\$15,000</b>	<b>\$15,450</b>
<hr/>			
2018			
	Hot Water Heater 40 Gal.	\$1,250	\$1,326
	Pool Chemical Feed Controller	\$550	\$584
	Pool Heater	\$2,800	\$2,971
		<b>\$4,600</b>	<b>\$4,880</b>
<hr/>			
2019			
	Bocce Ball Court Resurfacing	\$8,400	\$9,179
	Carpet, Exercise Room	\$2,048	\$2,238
	Clubhouse Furniture	\$35,000	\$38,245
	Floor, Vinyl	\$3,264	\$3,567
	Gas Furnace	\$7,500	\$8,195
	Irrigation System Control Unit	\$1,500	\$1,639
	Media Allowance	\$3,500	\$3,825
	Pool Cover	\$4,700	\$5,136
	Pool Filter	\$1,750	\$1,912
	Pool Pump	\$1,500	\$1,639
		<b>\$69,162</b>	<b>\$75,575</b>
<hr/>			
2020			
	Cabanas	\$21,600	\$24,311
		<b>\$21,600</b>	<b>\$24,311</b>
<hr/>			
2024			
	AC compressor Unit, 12 SEER	\$12,000	\$15,201
	Asphalt Paving	\$296,400	\$375,471
	Asphalt Walkway	\$5,250	\$6,651
	Entry Gates and Control box	\$14,000	\$17,735

Order: FG3V8JQ88

Wednesday, June 1, 2016

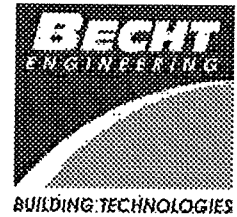
Address: 8615 Wandering Fox Trl Unit 201

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Order Date: 09-27-2019

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### Disbursement Schedule

Project Name:	Cedar Ridge Condominium Association	Interest Rate	1.00%
Project Location:	Odenton, Maryland	Inflation Rate.	3.00%
Project Number:	15-0450		
Date of Study:	June 2016		
Month Contributions Commence:	January 2016		

Year	Description	Base Cost	Future Replacement Cost
	Entry/Security System	\$3,200	\$4,054
	Kitchen Appliances	\$3,000	\$3,800
	Lights- Emergency	\$1,815	\$2,299
	Lights- Exterior	\$2,750	\$3,484
	Park Benches	\$1,600	\$2,027
	Roof Shingles	\$20,608	\$26,106
	Stanley Door Opener	\$4,600	\$5,827
	Tennis Court Refurbishment	\$6,000	\$7,601
		<b>\$371,223</b>	<b>\$470,254</b>
<del>2026</del>			
	Concrete Curb and Gutter Allowance, 15%	\$57,440	\$77,195
	Concrete Sidewalks Allowance, 20%	\$22,304	\$29,975
	Exercise Equipment	\$20,000	\$26,878
		<b>\$99,744</b>	<b>\$134,048</b>
<del>2027</del>			
	Carpet, Lounge Area	\$2,720	\$3,765
	Lights- Exterior Bollards	\$6,555	\$9,074
	Pool Furnishings	\$15,000	\$20,764
	Pool White Coat	\$10,980	\$15,199
		<b>\$35,255</b>	<b>\$48,801</b>
<del>2028</del>			
	Hot Water Heater 40 Gal.	\$1,250	\$1,782
		<b>\$1,250</b>	<b>\$1,782</b>
<del>2029</del>			
	Ceramic Tile 12 Inch	\$45,728	\$67,153
	Concrete Pool Apron	\$33,300	\$48,902
	Doors, Steel	\$6,200	\$9,105
	Exterior Doors (Full View), Double	\$12,000	\$17,622



## Disbursement Schedule

Project Name: Cedar Ridge Condominium Association  
 Project Location: Odenton, Maryland  
 Project Number: 15-0450  
 Date of Study: June 2016  
 Month Contributions Commence: January 2016

Interest Rate: 1.00%  
 Inflation Rate: 3.00%

Year	Description	Base Cost	Future Replacement Cost
	Fence, Aluminum	\$9,883	\$14,513
	Gazebo	\$6,500	\$9,545
	Gutters and Leaders	\$1,815	\$2,665
	Irrigation System Control Unit	\$1,500	\$2,203
	Lights- Interior	\$5,075	\$7,453
	Media Allowance	\$3,500	\$5,140
		<b>\$125,501</b>	<b>\$184,302</b>
2030			
	Cabanas	\$21,600	\$32,672
	Pool Chemical Feed Controller	\$550	\$832
		<b>\$22,150</b>	<b>\$33,504</b>
2031			
	Bocce Ball Court Resurfacing	\$8,400	\$13,087
	Carpet, Exercise Room	\$2,048	\$3,191
		<b>\$10,448</b>	<b>\$16,278</b>
2033			
	Pool Heater	\$2,800	\$4,628
		<b>\$2,800</b>	<b>\$4,628</b>
2034			
	Clubhouse Furniture	\$35,000	\$59,585
	Entrance Signage	\$3,000	\$5,107
	Gas Furnace	\$7,500	\$12,768
	Pool Cover	\$4,700	\$8,001
	Pool Filter	\$1,750	\$2,979
	Pool Pump	\$1,500	\$2,554
		<b>\$53,450</b>	<b>\$90,995</b>

Order: FG3V8JQ88

Wednesday, June 1, 2016

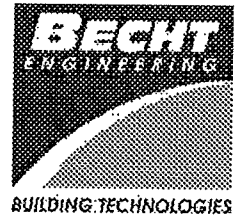
Address: 8615 Wandering Fox Trl Unit 201

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Order Date: 09-27-2019

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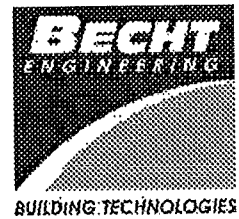
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### Disbursement Schedule

Project Name:	Cedar Ridge Condominium Association	Interest Rate	1.00%
Project Location:	Odenton, Maryland	Inflation Rate	3.00%
Project Number:	15-0450		
Date of Study:	June 2016		
Month Contributions Commence:	January 2016		

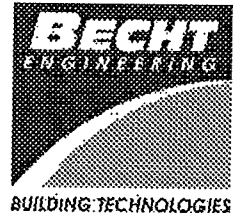
Year	Description	Base Cost	Future Replacement Cost
<hr/>			
2036			
	Tennis Court Refurbishment	\$6,000	\$10,837
		<b>\$6,000</b>	<b>\$10,837</b>
<hr/>			
2037			
	Pool Furnishings	\$15,000	\$27,904
		<b>\$15,000</b>	<b>\$27,904</b>
<hr/>			
2038			
	Hot Water Heater 40 Gal.	\$1,250	\$2,395
		<b>\$1,250</b>	<b>\$2,395</b>
<hr/>			
2039			
	Carpet, Lounge Area	\$2,720	\$5,368
	Floor, Vinyl	\$3,264	\$6,442
	Irrigation System Control Unit	\$1,500	\$2,960
	Media Allowance	\$3,500	\$6,908
	Pool White Coat	\$10,980	\$21,670
		<b>\$21,964</b>	<b>\$43,348</b>
<hr/>			
2040			
	Cabanas	\$21,600	\$43,908
	Flooring, Wood Textured Vinyl	\$11,728	\$23,841
	Vinyl Siding Allowance	\$42,500	\$86,394
	Window Allowance	\$3,400	\$6,912
		<b>\$79,228</b>	<b>\$161,054</b>
<hr/>			
2041			
	Concrete Curb and Gutter Allowance, 15%	\$57,440	\$120,267
	Concrete Sidewalks Allowance, 20%	\$22,304	\$46,700
	Exercise Equipment	\$20,000	\$41,876
		<b>\$99,744</b>	<b>\$208,842</b>



### Disbursement Schedule

Project Name:	Cedar Ridge Condominium Association	Interest Rate	1.00%
Project Location:	Odenton, Maryland	Inflation Rate	3.00%
Project Number:	15-0450		
Date of Study:	June 2016		
Month Contributions Commence:	January 2016		

Year	Description	Base Cost	Future Replacement Cost
<hr/>			
2042			
	Pool Chemical Feed Controller	\$550	\$1,186
		<b>\$550</b>	<b>\$1,186</b>
<hr/>			
2043			
	Bocce Ball Court Resurfacing	\$8,400	\$18,659
	Carpet, Exercise Room	\$2,048	\$4,549
		<b>\$10,448</b>	<b>\$23,208</b>
<hr/>			
2044			
	AC compressor Unit, 12 SEER	\$12,000	\$27,455
	Asphalt Paving	\$296,400	\$678,142
	Asphalt Walkway	\$5,250	\$12,012
	Entry Gates and Control box	\$14,000	\$32,031
	Entry/Security System	\$3,200	\$7,321
	Kitchen Appliances	\$3,000	\$6,864
	Lights- Emergency	\$1,815	\$4,153
	Lights- Exterior	\$2,750	\$6,292
	Park Benches	\$1,600	\$3,661
	Roof Shingles	\$20,608	\$47,150
	Stanley Door Opener	\$4,600	\$10,524
		<b>\$365,223</b>	<b>\$835,604</b>



**Reserve Fund Scenario**

Project Name: Cedar Ridge Condominium Association  
 Project Location: Odenton, Maryland  
 Project Number: 15-0450  
 Date of Study: June 2016

Calculation Method: Component

Interest Rate: 1.00%  
 Inflation Rate: 3.00%

Month Contributions Commence: January 2016

Year	Opening Balance	Annual Contribution	Contribution Adjustment	Disbursements	Earned Interest	Closing Balance
2016	\$400,947	\$52,773	\$14,337	\$0	\$4,373	\$472,430
2017	\$472,430	\$54,356	\$12,425	\$15,450	\$5,086	\$528,847
2018	\$528,847	\$55,986	\$12,438	\$4,880	\$5,659	\$598,050
2019	\$598,050	\$57,666	\$9,227	\$75,575	\$6,343	\$595,711
2020	\$595,711	\$59,396	\$8,824	\$24,311	\$6,327	\$645,947
2021	\$645,947	\$61,178	\$9,089	\$0	\$6,840	\$723,053
2022	\$723,053	\$63,013	\$9,361	\$0	\$7,623	\$803,050
2023	\$803,050	\$64,904	\$9,642	\$0	\$8,434	\$886,031
2024	\$886,031	\$66,851	\$2,629	\$470,254	\$9,237	\$494,493
2025	\$494,493	\$68,856	\$2,708	\$0	\$5,333	\$571,390
2026	\$571,390	\$70,922	\$1,812	\$134,048	\$6,108	\$516,184
2027	\$516,184	\$73,050	\$1,752	\$48,801	\$5,567	\$547,751
2028	\$547,751	\$75,241	\$1,804	\$1,782	\$5,895	\$628,909
2029	\$628,909	\$77,498	\$338	\$184,302	\$6,711	\$529,155
2030	\$529,155	\$79,823	\$349	\$33,504	\$5,726	\$581,548
2031	\$581,548	\$82,218	\$359	\$16,278	\$6,263	\$654,111
2032	\$654,111	\$84,685	\$370	\$0	\$7,002	\$746,167
2033	\$746,167	\$87,225	\$381	\$4,628	\$7,936	\$837,081
2034	\$837,081	\$89,842	\$364	\$90,995	\$8,859	\$845,151
2035	\$845,151	\$92,537	\$374	\$0	\$8,955	\$947,017
2036	\$947,017	\$95,313	\$386	\$10,837	\$9,989	\$1,041,868
2037	\$1,041,868	\$98,173	\$397	\$27,904	\$10,953	\$1,123,486
2038	\$1,123,486	\$101,118	\$409	\$2,395	\$11,785	\$1,234,403
2039	\$1,234,403	\$104,151	\$421	\$43,348	\$12,910	\$1,308,538
2040	\$1,308,538	\$107,276	\$0	\$161,054	\$13,666	\$1,268,426
2041	\$1,268,426	\$110,494	\$0	\$208,842	\$13,283	\$1,183,361
2042	\$1,183,361	\$113,809	\$0	\$1,186	\$12,450	\$1,308,434
2043	\$1,308,434	\$117,223	\$0	\$23,208	\$13,719	\$1,416,169
2044	\$1,416,169	\$120,740	\$0	\$835,604	\$14,816	\$716,120
2045	\$716,120	\$124,362	\$0	\$0	\$7,835	\$848,317
2046	\$848,317	\$128,093	\$0	\$0	\$9,177	\$985,587

Order: FG3V8JQ88

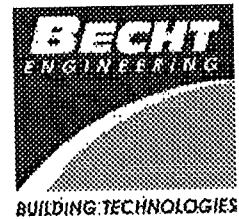
Address: 8615 Wandering Fox Trl Unit 201

Order Date: 09-27-2019

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### Reserve Fund Scenario

Project Name: Cedar Ridge Condominium Association  
 Project Location: Odenton, Maryland  
 Project Number: 15-0450  
 Date of Study: June 2016  
 Month Contributions Commence: January 2016

Calculation Method: 5% of Rep. Cost  
 Minimum Balance: \$39,136  
 Interest Rate: 1.00%  
 Inflation Rate: 3.00%

Year	Opening Balance	Annual Contribution	Contribution Adjustment	Disbursements	Earned Interest	Closing Balance
2016	\$400,947	\$42,078	\$0	\$0	\$4,237	\$447,262
2017	\$447,262	\$43,340	\$0	\$15,450	\$4,707	\$479,859
2018	\$479,859	\$44,640	\$0	\$4,880	\$5,040	\$524,659
2019	\$524,659	\$45,979	\$0	\$75,575	\$5,496	\$500,559
2020	\$500,559	\$47,358	\$0	\$24,311	\$5,262	\$528,868
2021	\$528,868	\$48,779	\$0	\$0	\$5,553	\$583,200
2022	\$583,200	\$50,242	\$0	\$0	\$6,104	\$639,546
2023	\$639,546	\$51,749	\$0	\$0	\$6,676	\$697,971
2024	\$697,971	\$53,301	\$0	\$470,254	\$7,268	\$288,286
2025	\$288,286	\$54,900	\$0	\$0	\$3,180	\$346,366
2026	\$346,366	\$56,547	\$0	\$134,048	\$3,770	\$272,635
2027	\$272,635	\$58,243	\$0	\$48,801	\$3,042	\$285,119
2028	\$285,119	\$59,990	\$0	\$1,782	\$3,176	\$346,503
2029	\$346,503	\$61,790	\$0	\$184,302	\$3,800	\$227,791
2030	\$227,791	\$63,644	\$0	\$33,504	\$2,623	\$260,554
2031	\$260,554	\$65,553	\$0	\$16,278	\$2,961	\$312,790
2032	\$312,790	\$67,520	\$0	\$0	\$3,494	\$383,804
2033	\$383,804	\$69,546	\$0	\$4,628	\$4,215	\$452,937
2034	\$452,937	\$71,632	\$0	\$90,995	\$4,917	\$438,491
2035	\$438,491	\$73,781	\$0	\$0	\$4,785	\$517,057
2036	\$517,057	\$75,994	\$0	\$10,837	\$5,582	\$587,796
2037	\$587,796	\$78,274	\$0	\$27,904	\$6,302	\$644,468
2038	\$644,468	\$80,622	\$0	\$2,395	\$6,881	\$729,576
2039	\$729,576	\$83,041	\$0	\$43,348	\$7,746	\$777,015
2040	\$777,015	\$85,532	\$0	\$161,054	\$8,233	\$709,726
2041	\$709,726	\$88,098	\$0	\$208,842	\$7,574	\$596,556
2042	\$596,556	\$90,741	\$0	\$1,186	\$6,457	\$692,568
2043	\$692,568	\$93,463	\$0	\$23,208	\$7,432	\$770,255
2044	\$770,255	\$96,267	\$0	\$835,604	\$8,224	\$39,142
2045	\$39,142	\$99,155	\$0	\$0	\$929	\$139,226
2046	\$139,226	\$102,130	\$0	\$0	\$1,945	\$243,301

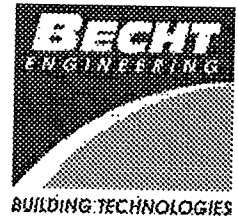
Order: FG3V8JQ88

Address: 8615 Wandering Fox Trl Unit 204

Order Date: 09-27-2019

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**Reserve Fund Scenario**

Project Name: Cedar Ridge Condominium Association  
 Project Location: Odenton, Maryland  
 Project Number: 15-0450  
 Date of Study: June 2016

Calculation Method: 10% of Rep. Cost  
 Minimum Balance: \$78,271  
 Interest Rate: 1.00%  
 Inflation Rate: 3.00%

Month Contributions Commence: January 2016

Year	Opening Balance	Annual Contribution	Contribution Adjustment	Disbursements	Earned Interest	Closing Balance
2016	\$400,947	\$42,839	\$0	\$0	\$4,242	\$448,028
2017	\$448,028	\$44,124	\$0	\$15,450	\$4,719	\$481,421
2018	\$481,421	\$45,448	\$0	\$4,880	\$5,060	\$527,049
2019	\$527,049	\$46,811	\$0	\$75,575	\$5,524	\$503,809
2020	\$503,809	\$48,215	\$0	\$24,311	\$5,299	\$533,012
2021	\$533,012	\$49,661	\$0	\$0	\$5,599	\$588,272
2022	\$588,272	\$51,151	\$0	\$0	\$6,160	\$645,583
2023	\$645,583	\$52,686	\$0	\$0	\$6,741	\$705,010
2024	\$705,010	\$54,267	\$0	\$470,254	\$7,344	\$296,367
2025	\$296,367	\$55,895	\$0	\$0	\$3,266	\$355,528
2026	\$355,528	\$57,572	\$0	\$134,048	\$3,867	\$282,919
2027	\$282,919	\$59,299	\$0	\$48,801	\$3,150	\$296,567
2028	\$296,567	\$61,078	\$0	\$1,782	\$3,297	\$359,160
2029	\$359,160	\$62,910	\$0	\$184,302	\$3,932	\$241,700
2030	\$241,700	\$64,797	\$0	\$33,504	\$2,768	\$275,761
2031	\$275,761	\$66,741	\$0	\$16,278	\$3,119	\$329,343
2032	\$329,343	\$68,743	\$0	\$0	\$3,666	\$401,752
2033	\$401,752	\$70,805	\$0	\$4,628	\$4,401	\$472,330
2034	\$472,330	\$72,929	\$0	\$90,995	\$5,118	\$459,382
2035	\$459,382	\$75,117	\$0	\$0	\$5,001	\$539,500
2036	\$539,500	\$77,371	\$0	\$10,837	\$5,814	\$611,848
2037	\$611,848	\$79,692	\$0	\$27,904	\$6,550	\$670,186
2038	\$670,186	\$82,083	\$0	\$2,395	\$7,146	\$757,020
2039	\$757,020	\$84,545	\$0	\$43,348	\$8,028	\$806,245
2040	\$806,245	\$87,081	\$0	\$161,054	\$8,534	\$740,806
2041	\$740,806	\$89,693	\$0	\$208,842	\$7,894	\$629,551
2042	\$629,551	\$92,384	\$0	\$1,186	\$6,796	\$727,545
2043	\$727,545	\$95,156	\$0	\$23,208	\$7,791	\$807,284
2044	\$807,284	\$98,011	\$0	\$835,604	\$8,604	\$78,295
2045	\$78,295	\$100,951	\$0	\$0	\$1,330	\$180,576
2046	\$180,576	\$103,980	\$0	\$0	\$2,369	\$286,925

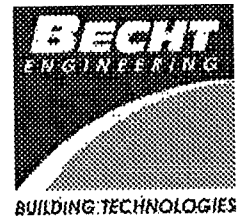
Order: FG3V8JQ88

Address: 8615 Wandering Fox Trl Unit 201

Order Date: 09-27-2019

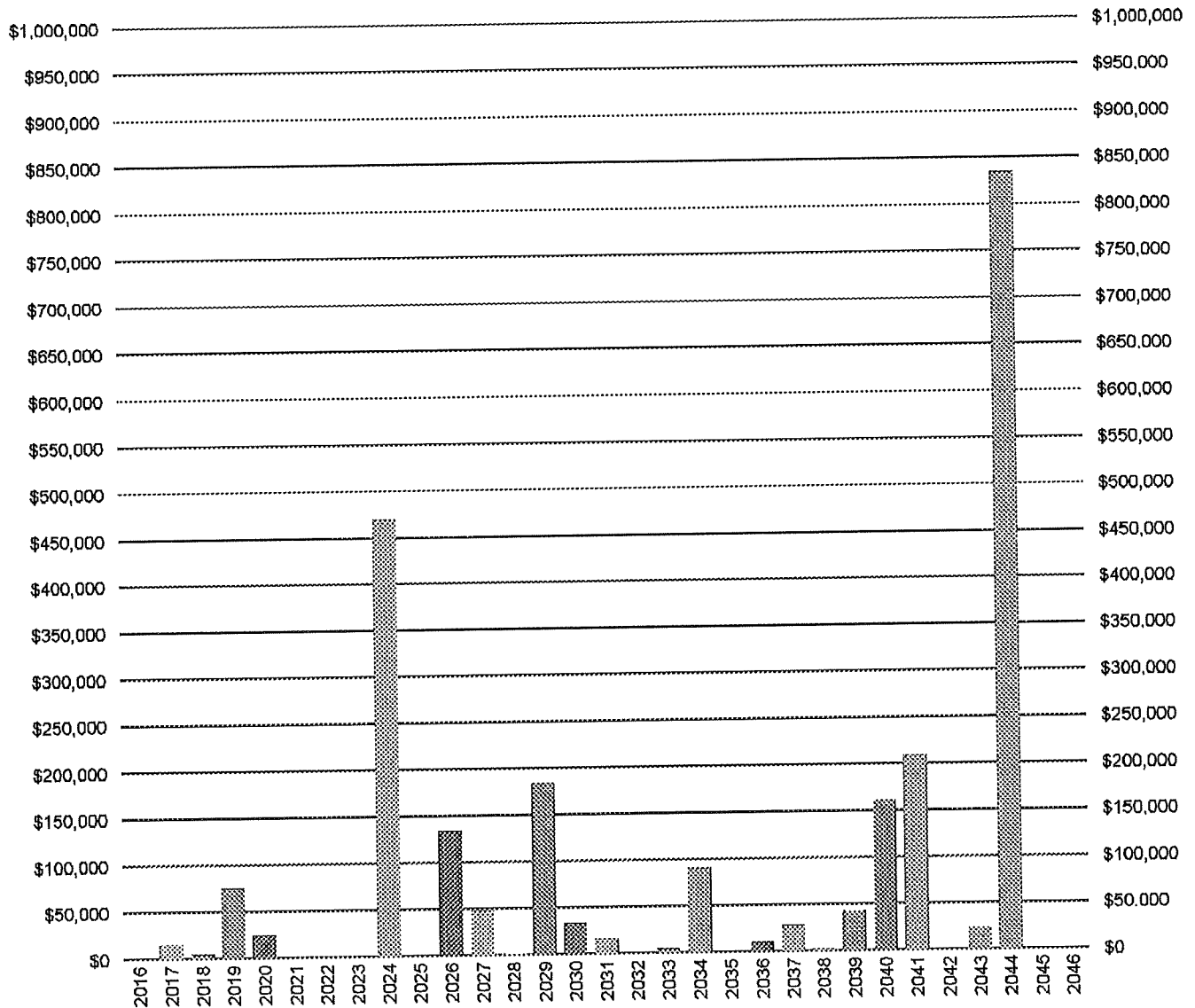
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### Disbursements by Year

Project Name:	Cedar Ridge Condominium Association	Interest Rate	1.00%
Project Location:	Odenton, Maryland	Inflation Rate	3.00%
Project Number:	15-0450		
Date of Study:	June 2016		



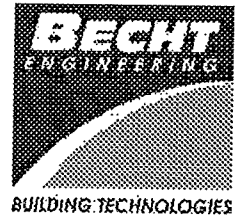
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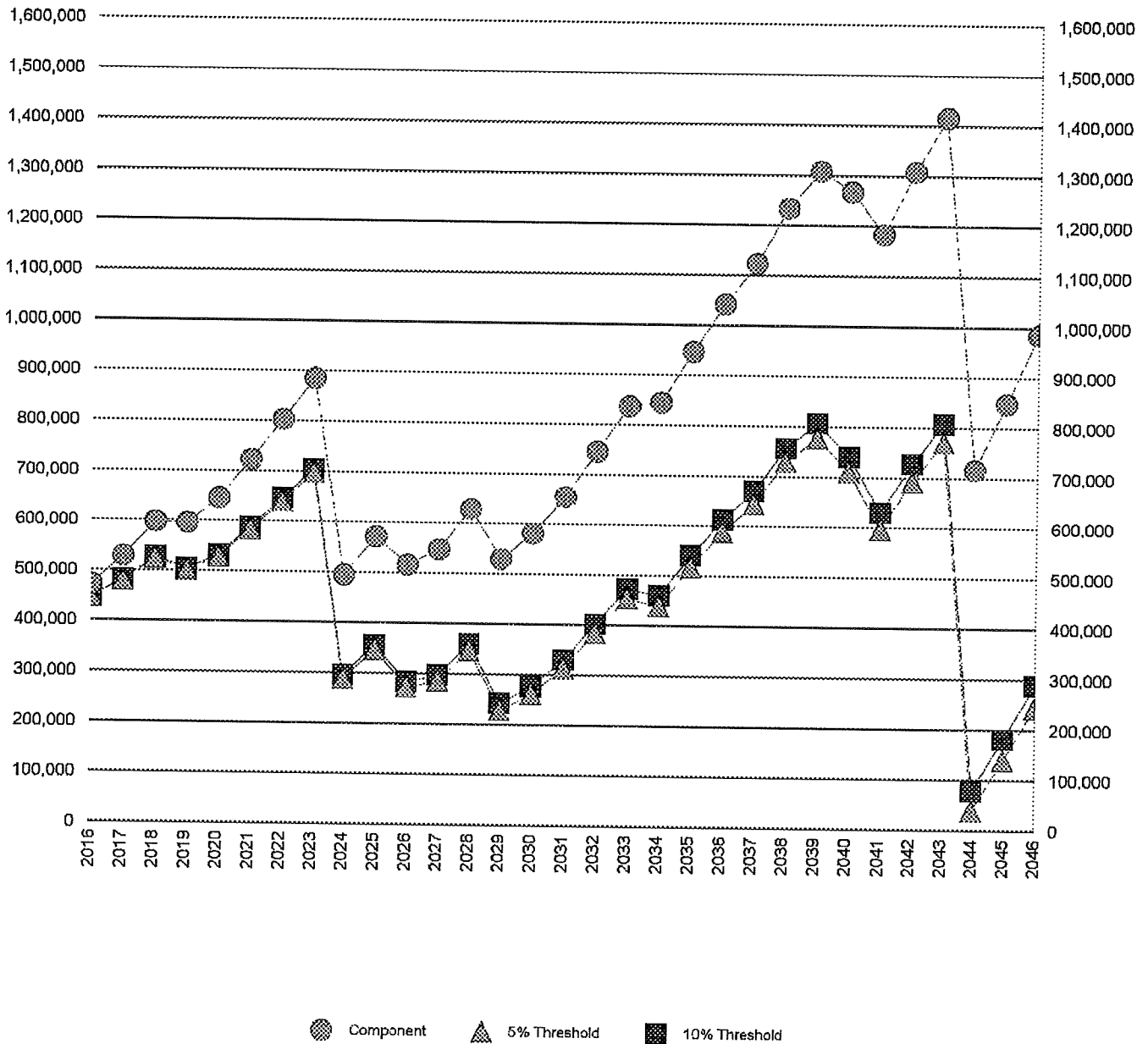
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### Reserve Fund Closing Balance

Project Name: Cedar Ridge Condominium Association  
 Project Location: Odenton, Maryland  
 Project Number: 15-0450  
 Date of Study: June 2016

Interest Rate: 1.00%  
 Inflation Rate: 3.00%



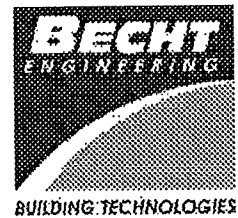
Order: FG3V8JQ88

Address: 8615 Wandering Fox Trl Unit 201

Order Date: 09-27-2019

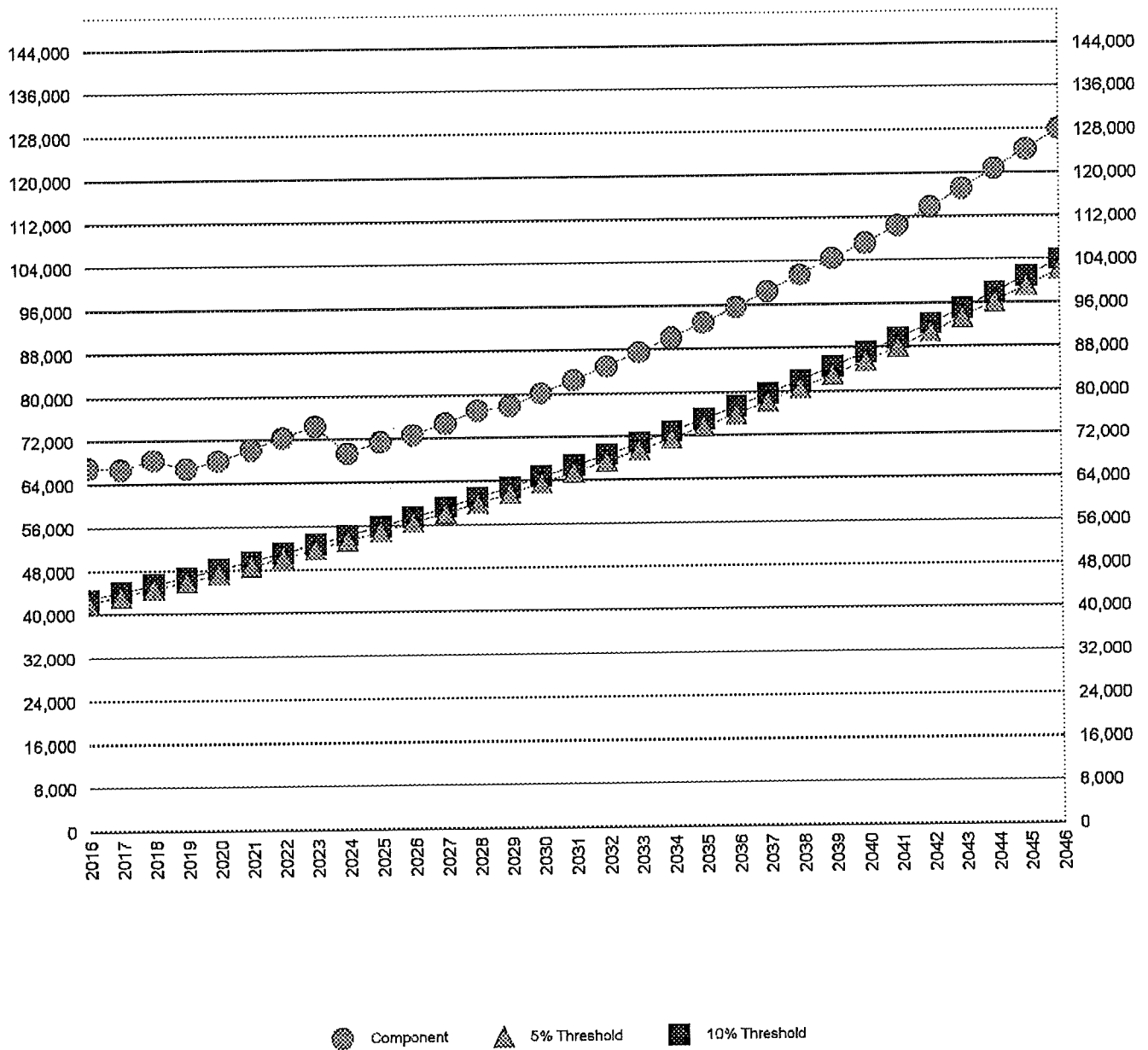
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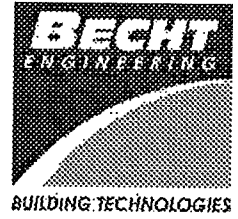


## Reserve Fund Contributions

Project Name:	Cedar Ridge Condominium Association	Interest Rate	1.00%
Project Location:	Odenton, Maryland	Inflation Rate:	3.00%
Project Number:	15-0450		
Date of Study:	June 2016		



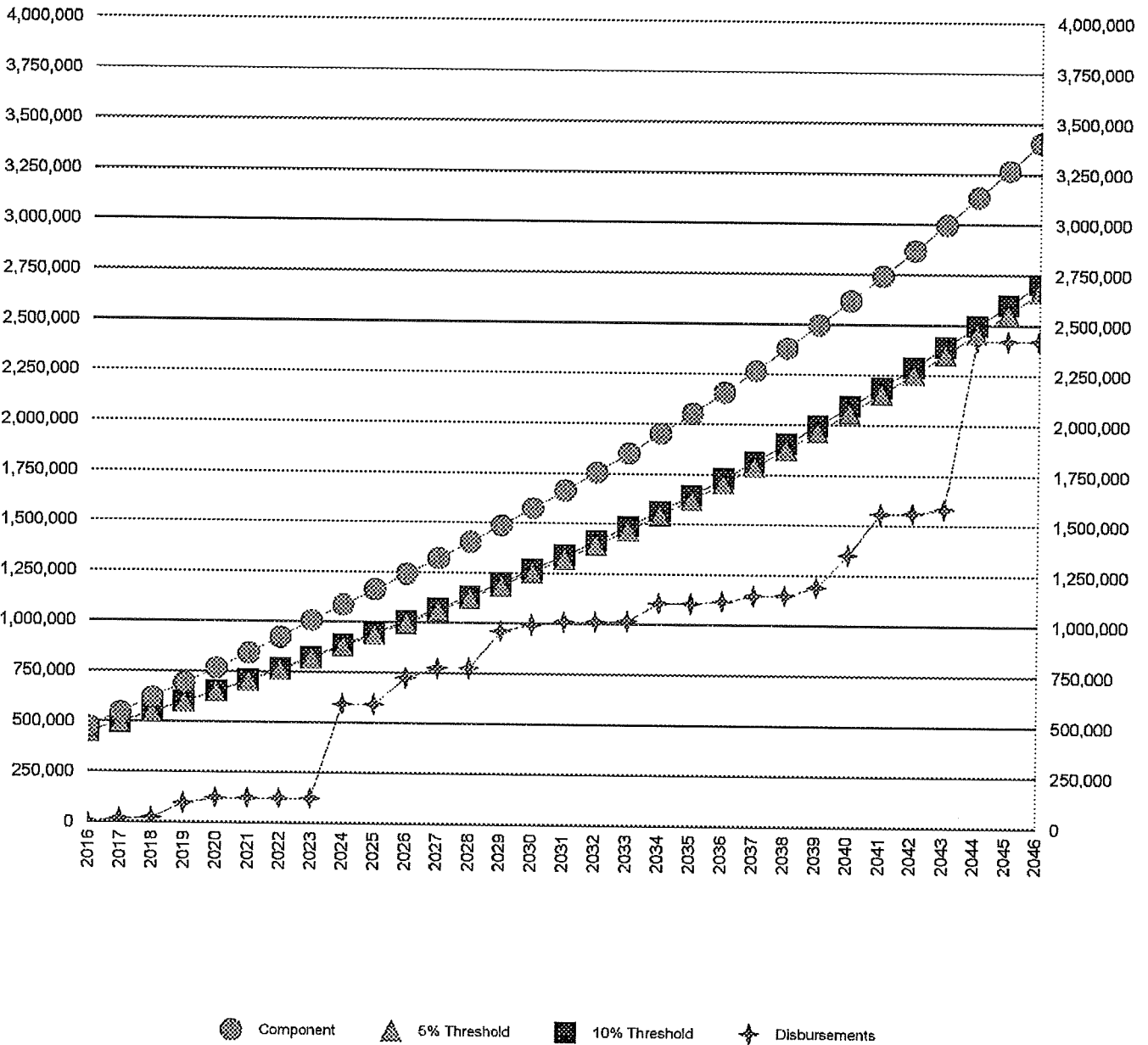
Order: FG3V8JQ88  
 Address: 8615 Wandering Fox Trl Unit 201  
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### Cumulative Contributions and Disbursements

Project Name: Cedar Ridge Condominium Association  
 Project Location: Odenton, Maryland  
 Project Number: 15-0450  
 Date of Study: June 2016

Interest Rate: 1.00%  
 Inflation Rate: 3.00%



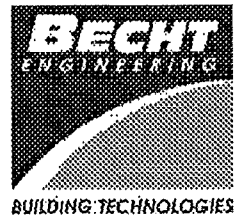
Order: FG3V8JQ88

Address: 8615 Wandering Fox Trl Unit 201

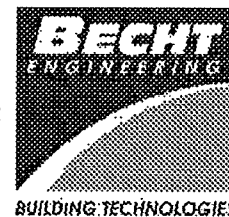
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## Definitions



## Definitions

**Base Cost** - See definition "Current Replacement Cost Allowance." This calculation, based on current costs, is increased according to the assumed rates of inflation in the "Disbursement Schedule."

**Basic Annual Contribution** - This is the amount that should have been contributed each year, while considering assumed rates of interest and inflation, to accumulate a reserve equal to the Current Replacement Cost at the anticipated replacement time (end-of-life). This is roughly calculated.

**Contribution Adjustment** - If the capital reserve fund for a component is not fully funded, this is the increase in annual contributions that would be required to fully fund the reserve before the estimated end-of-life. If the capital reserve fund for a component is over-funded, this is the decrease in annual contributions that would offset the over-funded condition.

**Contribution, Total** - This is the recommended Basic Annual Contribution plus the "Contribution Adjustment" (see definition) required to make up for past underfunding before replacement of the component is estimated to be required. The amount can decrease in future years because the required Contribution Adjustment decreases each year in which a reserve fund for a capital component is fully funded.

**Current Replacement Cost** - The estimated cost to replace a component in kind at the time of the Study.

**Estimated Remaining Life** - The anticipated number of years before replacement of this component can be expected to be necessary. This is based on the normal life, the current age, and an engineering assessment that considers site-specific condition.

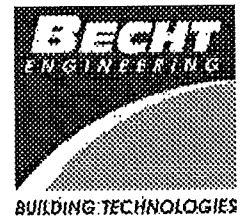
**Deficit** - This shows the amount that the Present Fund is undercapitalized. It is the present fund minus the Required Fund. A positive number (surplus) means excess cash reserves have been set aside to date. A negative number indicates a deficit in the Present Fund; this underfunding can be made up in one of two ways: 1) an increase in the annual fees to catch up or, 2) a special assessment between now and when the component requires replacement. This Study assumes the second method is used and recommends annual makeup on that basis.

**Interest** - Interest accumulated on the capital reserve fund deposit based on the assumed interest rate listed at the top of the "Projected Cash Flow" pages.

**Inflation** - The increased cost of future replacement expenditures are based on an assumed rate of inflation.

**Opening Balance** - On the "Projected Cash Flow" pages, this is the reported total reserve fund on deposit





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for the condominium Association.

**Percent Funded** - Represents the ratio of the Reserve Fund balance to the Required Fund or Fully Funded Balance. This is a measure of the financial health of the Reserve Fund and an indicator of the risk of the future necessity of special assessments.

**Percentage Of Total** - Percent of total recommended Basic Annual Contribution. This shows the significance of specific components relative to required contributions to the capital reserve fund.

**Present Age** - Age of the component at the time of this Study.

**Present Fund** - Present funds set aside for capital component replacement at this time. If present funds are not reserved for specific components but are an unallocated pool, the total present funds allocated between the components according to the Percentage Of Total column.

**Required Fund** - This amount should have been set aside for each component in the fund to be considered fully funded.

**Surplus** - This shows the amount that the Present Fund is overcapitalized. It is the present fund minus the Required Fund. A positive number (surplus) means excess cash reserves have been set aside to date.

**Typical Life** - The anticipated number of years that a component may be expected to provide adequate service. Please note that this is based on industry standards. A component may outlive, or require replacement prior to, its typical life.



**Resolutions and Policies**  
**Cedar Ridge Community Association, Inc.**

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**Rules and Regulations**  
**Cedar Ridge Community Association, Inc.**

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**Rules and Regulations**  
**Cedar Ridge Master Association**

**CEDAR RIDGE COMMUNITY ASSOCIATION, INC.**

**RULES AND REGULATIONS FOR CLUBHOUSE**

Clubhouse

Conduct

Members are considered to be the "head of the household" and spouse. Members, their families, and guests will conduct themselves in a proper and gracious manner while visiting the Cedar Ridge recreational facilities. The management and staff may ask anyone acting in an unbecoming manner to leave the club property and will report such action to the property managers. Members will be responsible for not only their own actions, but also those of their family and/or guests and will be liable for any loss or damage to Clubhouse property caused by same. Any member or guest believed to be under the influence of alcohol and/or drugs will be refused services.

Minors

Children and guests of members under the age of 14 are not allowed in the Clubhouse areas unless accompanied by an adult.

Dress Code

There is a dress code for all activities in the Clubhouse. Shoes, sandals, shirts, and shorts/pants must be worn at all times when in the Clubhouse.

Please call the management office with any questions related to the dress code requirements. Guests must adhere to same dress code.

Personal Property

The Clubhouse staff will exercise reasonable diligence, but will not be responsible for loss or damage to members' and guests' personal property, even though this property is checked or otherwise left at the club.

Parking Lot

Members and guests will observe the "NO PARKING" signs, handicapped parking and any other restricted parking zones. Individuals are to report any damage that you may cause to another vehicle or club property. The speed limit in the parking lot is 5 mph.

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EXHIBIT "D"

Soliciting

No soliciting of any kind will be permitted in the club or on club property.

PETS

Pets are not permitted.

Guests

You are responsible for your guest's compliance with the Clubhouse rules and dress code. A member must accompany all guests.

Benefits of observing the Rules

Rules are for the benefit of members and their guests, so as to provide a comfortable and pleasant atmosphere for all.

2100.010\ClubhouseRules.11802

**CEDAR RIDGE COMMUNITY ASSOCIATION, INC.  
CLUBHOUSE RENTAL RULES**

**Clubhouse Rental Rules**

**RENTAL FEE: \$150.00 (NON-REFUNDABLE)**

**SECURITY DEPOSIT: \$200.00 (REFUNDABLE IN WHOLE OR IN PART DEPENDING UPON INSPECTION REPORT)**

To secure the reservation, both checks payable to Cedar Ridge Homeowners Association, Inc. and the signed Agreement and Release must be submitted to Comanco, Inc. as soon as possible.

Keys will not be turned over to the renter without all of the above. The rental fee includes a pre-event cleaning.

**RENTERS RESPONSIBILITY:**

1. Leave the Clubhouse neat and tidy and ready for inspection no later than NOON of the day following the event.
2. Remove all trash from Clubrooms, both lavatories, and kitchen. All trash must be emptied into the dumpsters outside the facility.
3. Remove all personal belongings and all items from refrigerator. Bags of ice may be left as a donation.
4. Restore the furniture to its original placement, as shown in the photographs that are available to the renter.
5. Vacuum all rooms - the vacuum will be available in the kitchen.
6. 24 hours before the function, a guest list must be provided to the gatehouse staff. No one will be admitted to the function unless his or her name is on the list.
7. No tampering with locked closets, or any other locked areas of the facility.
8. Use of swimming pool is STRICTLY PROHIBITED.

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9. No nails, staples, pushpins, scotch tape, etc. may be used to secure anything to the walls or wood work.

10. No cooking grills may be used either inside or outside the Clubhouse.

11. If using large containers filled with ice to cool beverages, the flooring (carpeting etc.) must be protected with plastic, etc. to avoid condensation damage to the flooring.

12. The kitchen stove shall be used solely for the purpose of warming and final preparation of food. **THE STOVE MAY NOT BE UTILIZED FOR COOKING OF FOOD OTHER THAN WARMING AND FINAL PREPARATION.**

13. If alcoholic beverages are to be served, sold and/or raffled, the renter is responsible for obtaining any and all necessary liquor licenses and otherwise complying with all applicable Anne Arundel County Ordinances regarding the sale and/or consumption of alcoholic beverages.

Failure to adhere to these rules and regulations will result in monetary penalties as outlined on page three (3) of these Rules.

The Clubhouse is for the exclusive use of the owner's and tenants of Cedar Ridge Community Association, Inc. **TENANTS MUST HAVE OWNERS SIGN FOR AND ACCEPT RESPONSIBILITY FOR THE RENTAL OF THE CLUBHOUSE.**

An adult member of the hosting Unit Owner must be in attendance for the entire function. All functions must end by midnight and guests are requested to leave quietly so that neighbors are not disturbed. Ancillary personnel (caterers, bands, etc.) must be off the property by 1:00 a.m.

CALL COMANCO, INC. \_\_\_\_\_ EXTENSION \_\_\_\_\_ TO  
ARRANGE FOR KEY PICKUP.

Keys are to be picked up and returned to \_\_\_\_\_. They may be picked up 24 hours in advance unless there is another event scheduled.

Renter must make arrangements for and escort caterers, florist, etc. during normal Clubhouse hours, or by making special arrangements with Comanco, Inc. **SITE VISITS ARE LIMITED TO ONE TIME BEFORE THE EVENT IF THE CLUBHOUSE IS NOT OPEN.**

**CEDAR RIDGE COMMUNITY ASSOCIATION, INC. ASSUMES NO LIABILITY FOR ANY INJURIES TO PERSONS, DAMAGES TO THE BUILDING, OR DAMAGES TO PERSONAL PROPERTY ON THE PREMISES AT ANY TIME.**

#### **FINES FOR VIOLATIONS**

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Late key return \$50 00 per day  
Noise or disturbance resulting in police visit \$200.00 deposit forfeited  
Damage to property in and around the building. Actual cost  
Security deposit will be held until damage is repaired  
and actual amount paid. If repairs cost more than  
deposit, owner shall be liable for the entire amount.

Use of prohibited facilities (pool area) \$200.00 deposit forfeited  
Clubhouse facilities not left clean \$150.00 cleaning charge  
Use of indoor or outdoor cooking grills \$200.00 deposit forfeited  
Use of kitchen stove for cooking \$200.00 deposit forfeited

I have read and I understand the terms of this Agreement and agree to be bound by them

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Signature of Owner

Date

---

Signature of Clubhouse Renter

Date

---

Signature of Association Representation

Date

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**CEDAR RIDGE COMMUNITY ASSOCIATION, INC.  
CLUBHOUSE AGREEMENT AND RELEASE**

\_\_\_\_\_ (hereafter referred to as "Releasor"), executes this Agreement and Release of this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

1. This Agreement and Release is made in favor of Cedar Ridge Community Association, Inc. (hereafter referred to as the "Association"). This Agreement and Release shall bind all officers, directors, agents, members (except for Releasor), management agents and employees of the Association as well as Releasor's successor, assigns, and legal representatives.
2. The consideration for this Agreement and Release is the permission given to the Releasor to use the Clubhouse on the premises of the Association, and all of the equipment therein, for its ordinary and customary use, in accordance with the attached Rules.
3. With respect to any claims arising from the participation in the activity described in Paragraph 2, this Release shall bind not only the Releasor, but also the Releasor's spouse, children, heirs, legal representatives, tenants, guests, event attendees and assigns, and shall inure to the benefit of all parties released herein, their members (except for Releasor), officers, directors, agents, servants, employees, attorneys, subsidiaries, parent or affiliate companies, associations, partnerships and corporations, fiduciaries, executors, personal representatives, successors and/or assigns.
4. Releasor does hereby, for Releasor, his or her children, heirs, administrators, executives, personal representatives, beneficiary(ies) and/or assigns, covenant with the Association and any and all other persons, firms, partnerships and corporations which are or might be claimed to be liable to Releasor as a result of any claim arising from Releasor's use of the Clubhouse, to indemnify and save any and all of them harmless from all claims and demands for damage, costs, loss of service, expenses, compensation and medical expenses incurred, past, present and future, on account of or in any way growing out of the injuries sustained by Releasor, his or her spouse, children, relatives, tenants, guests, event attendees and their respective legal representatives, successors and assigns, past, present or future, both to person or property, while using the Clubhouse, and equipment therein.
5. The undersigned agrees to take any and all actions that may be necessary to carry out his/her/their obligations herein, including the waiving or releasing of all or part of a claim they may have against any such person, corporation, or entity, if such waiver or release is or may be necessary to protect or relieve the Association from liability to such party on account of any claim against such party.
6. The Releasor shall comply with all Rules attached hereto or established or modified in the future by the Board of Directors of the Association.

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WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

**THIS IS A GENERAL RELEASE OF ALL CLAIMS, READ BEFORE SIGNING.**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
RELEASOR

\_\_\_\_\_  
Witness

\_\_\_\_\_  
RELEASOR

2100.010\ClubhouseAgree.101002

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# CEDAR RIDGE COMMUNITY ASSOCIATION, INC.

## 2015 POOL RULES AND REGULATIONS

The pool is operated by the Cedar Ridge Community Association, Inc., for the benefit and enjoyment of the Cedar Ridge community. These rules are promulgated for the safety of all, and taking into consideration input from the community for the maximum enjoyment of the members of the community.

All persons using the Cedar Ridge Association pool and surrounding facilities **agree** to do so at their own risk and in conformance with all rules and regulations. Individuals may be barred from the pool or pool area at the discretion of the Association or lifeguard for violation of these rules. The lifeguard may temporarily deprive any member or guest of pool privileges. The Cedar Ridge Board of Directors is the final authority on violations of the rules and any sanctions deriving from them.

### ADMITTANCE AND USE

1. When the pool is open and a lifeguard is on duty everyone entering the pool area must be signed-in by an authorized Cedar Ridge Community Association Member (see #3 below).
  2. The lifeguard must be on duty and the pool must be officially open before anyone is allowed in the water.
  3. Only a Cedar Ridge Community Association Member\* with an approved clubhouse entry card is authorized to sign-in and should be prepared to identify themselves at the lifeguard station. The member signing-in must also indicate, on the sign-in sheet, how many residents/guests are in their group. If a member does not have an approved clubhouse entry card, they can enter the pool area only as a guest of a member with an approved clubhouse entry card. Note: There is a limit of four (members and guests) per condo unit (see exception below).
- \* A member for purposes of these rules related to the use of amenities is a Cedar Ridge Community Association Member with an signed Release and Indemnification form on file and an approved clubhouse entry card, whose Unit is current on all assessments and not subject to Association liens, and who is not suspended from the Clubhouse by the Board of Directors for any rule violations; OR a non-owner resident who is leasing a unit and who otherwise meets the same criteria. Use of community amenities is conveyed with the lease and may not be reserved for use by the Owner.**
4. The pool season dates and hours the pool will be open will be determined annually and the information posted in the Clubhouse and distributed to the community.

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The lifeguard is responsible for verifying an approved clubhouse entry card. A list of authorized members will be maintained by the Pool Chairman to help the lifeguard verify authorized members in good standing.

A member that has signed-in guests must remain in the pool area with their guests and when the member departs; their guest(s) must also depart the pool area with them. Violation of this rule may result in loss of guest privileges.

Resident members will be held responsible for all actions of their guests.

When there are less than 40 people in the pool area, the lifeguard can, at their discretion, temporarily suspend the rule "limiting four people per unit in the pool area".

5. When children under the age of 12 are in the water they must have a guardian also in the water and in the immediate vicinity of the child unless the child has demonstrated adequate swimming ability as determined by the lifeguard on duty. Also, see rule #12 below.
6. No diapers or children that are not potty-trained are permitted in the pool. This rule applies to anyone wearing any type of diaper including but not limited to: training diapers; training pants; swim pants; swimmies; any incontinency devices, aids or garments.
7. All people in the pool or pool area shall exit the pool area upon the lifeguard's request.
8. The pool may be closed at any time due to a biological issue, mechanical breakdown, operational failure, or inclement weather. The decision is at the sole discretion of the lifeguard/pool management.

#### **HEALTH, SAFETY, AND COURTESY**

9. Use of the pool shall be refused to any persons having an infectious disease, sore or inflamed eyes, colds, nasal or ear discharges, or any communicable disease of any kind. Persons with excessive sunburn, open sores, or bandages of any kind (excluding single Band-Aids) will not be permitted.
10. Spouting of water and similar unhygienic acts will not be permitted.
11. Large flotation mats, inner tubes, and rafts are not permitted in the pool at any time. Adults using noodle flotation devices are asked to bring them to the pool each day and to take them home with them when they leave. Dependent upon the number of people in the pool, pool chair flotation devices may be allowed at the lifeguard's discretion, as long as the chair flotation device is no larger than the person using it.

12. For the purposes of supporting non-swimmers, inner tubes, water wings, and all other floatation devices are not permitted at any time. For safety purposes, only a life vest approved by the United States Coast Guard is to be used. If a child uses such a life vest, a parent or guardian must accompany the child in the water at all times. The parent or guardian must stay within arm's length of the child at all times.
13. Anyone moving pool furniture around the deck should avoid dragging the furniture. When leaving the pool, members are requested to please return all pool furniture to its original location, to close the umbrellas, and to dispose of all trash in the trash cans.
14. Running, pushing, wrestling, ball playing, or similar activities are not permitted in the pool area at any time.
15. No jumping into the pool is allowed and no excessive splashing is allowed.
16. No pets are allowed in the pool area at any time.
17. All radios must be kept at a low volume so as not to disturb other occupants.
18. No loud boisterous yelling is allowed, or repetitive yelling such as "Marco Polo".
19. Bicycles, motorbikes, and skateboards are not permitted in the pool area at any time.
20. Baby strollers and baby carriages are not permitted within ten (10) feet of the pool.
21. Chewing gum is not permitted in the pool area at any time.
22. Glass containers are not permitted in the pool area at any time. All beverages or food brought into the pool area must be in paper or plastic containers. No food or drinks are allowed within three (3) feet of the pool or in the pool.
23. Smoking is not permitted in the pool area.
24. Only proper bathing suits are permissible. Cut-offs are not permitted in the pool.
25. All personal injuries, however slight, must be reported to the lifeguard on duty.
26. Courtesy should be extended to those who are doing physical exercises or swimming laps. Generally, the long wide area directly in front of the life guard stand should be used for swimming laps and orange cones can be used at the ends of the pool if necessary as an indicator of this lap swimming area. People should respect and yield to those performing physical exercise or swimming laps. The life guard also has the authority to suspend physical exercise or the swimming of laps dependent upon the number of people using the pool.

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**DAMAGES and LIABILITY**

27. All persons using the pool or pool area do so at their own risk and sole responsibility. The pool Management Company and Cedar Ridge Association do not assume responsibility for any accident or injury in connection with such use, and will not be responsible for loss or damage to any personal property of any kind.
28. Members will be held responsible for all actions of their guests. The cost of any property damage caused by a member or his/her guest(s) will be charged to the member. The patrons agree to save harmless the management and/or association from any and all liabilities and actions of whatsoever nature by any guests originating from the use of the swimming pool or pool areas.

**Parent/ Guardian Supervision Responsibilities**

29. Lifeguards are on duty to enforce rules and regulations and to respond to emergencies, but the parent/guardian is ultimately responsible for the safety of their children.
30. Parent/ Guardian must watch their children at all times. Parent/Guardian must accompany a non-swimmer in the water at all times.
31. Children under the age of twelve (12) must be accompanied by a resident 18 years of age or older. If the child is in the pool, the guardian must be in the immediate vicinity of the child. The child's guardian is responsible for the child's conduct.
32. Parent/Guardian must maintain visual contact with and be in control of children at all times.
33. Parent/Guardian is solely responsible for assessing and knowing their child's swimming ability. Parent/Guardian is solely responsible for approaching the manager or lifeguard if they feel the child's swimming ability needs to be assessed in order to be in the water unaccompanied a parent/guardian. This does not in any way exempt the parent/guardian from complying with a request of the management /lifeguard to have the child demonstrate their swimming ability.

**The Cedar Ridge Pool Committee, Master Board Rep, and  
the Lifeguard are authorized to enforce the Pool Rules.**

**Revised: March 18, 2015**

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**CEDAR RIDGE COMMUNITY ASSOCIATION, Inc.**

**SUNDECK RULES FOR 2015**

**Effective May 1<sup>st</sup> - September 30<sup>th</sup>**

**The sundeck hours are: 9:00am-8:00pm until pool is opened.**  
**After pool is opened, the sundeck will be open**  
**9:00 am until the close of the pool.**

The purpose of these special sundeck rules is to meet the Anne Arundel County Department of Health and the Cedar Ridge Community Association, Inc. Board of Directors requirements. The sun deck is the area that surrounds the pool and is, in turn, surrounded by a gated fence

1. Only Cedar Ridge Community Association Members \* with an approved Clubhouse Entry Card are allowed to use the pool sundeck when a lifeguard is not present and on duty. No guests are permitted until pool is open for swimming.
2. Every member on the sundeck must have their Clubhouse Entry Card with them and must present it when requested to verify their status in the Cedar Ridge Community Association.
3. Entry to the sundeck can only be from within the Cedar Ridge Clubhouse. The exterior gates will remain locked while the lifeguard is off duty.
4. Under no circumstance will anyone enter the pool while a lifeguard is not present and on duty.
5. When the pool is open for swimming the 'Pool Rules' will be enforced in place of the 'Sun Deck' rules.
6. Violation of these rules requires the Cedar Ridge Community Association, Inc. Board of Directors to suspend the member's access privileges to the pool/sundeck area of the clubhouse.

*These rules are subject to change, as deemed necessary, by the Cedar Ridge Community Association, Inc. Board of Directors or the Anne Arundel County Department of Health.*

*\* A member for purposes of these rules related to the use of amenities is a Cedar Ridge Community Association Member with an signed Release and Indemnification form on file and an approved clubhouse entry card, whose Unit is current on all assessments and not subject to Association liens, and who is not suspended from the Clubhouse by the Board of Directors for any rule violations; OR a non-owner resident who is leasing a unit and who otherwise meets the same criteria. Use of community amenities is conveyed with the lease and may not be reserved for use by the Owner.*

**For more information contact:**  
**Rene Schroeder, Pool Chair 410-695-1260**

Revised: March 18, 2015

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## CLUBHOUSE/POOL DECK GRILLING RULES

In order to make better use of the grill on the pool deck the Clubhouse would like to offer usage of the grill to all residents of the community. Some of the rules may change as this will be always an ongoing 'learning' process for Cedar Ridge. Please enjoy 'summer grilling' poolside.

1. Group grill usage will be scheduled in advance with on the schedule posted behind the glass bulletin board.
2. Community scheduled Special Events will have priority for grill usage dates & times.
3. The Clubhouse Committee/Pool Committee reserves the right to cancel a request at anytime if/when unpredicted/unexpected circumstances occur.
4. Propane will be supplied by the Master Association.
  - a. It is the responsibility of the grill user to check the propane gauge prior to their usage.
  - b. Instructions for changing the propane tank will be posted on the grill.
  - c. Resident reimbursement for propane will not be permitted.
  - d. The season will begin with two tanks of propane. When a propane tank is empty and changed it will be the responsibility of the grill user to notify the Clubhouse Committee via email [caw208@hotmail.com](mailto:caw208@hotmail.com).
5. Grill and grill area must be thoroughly cleaned after each use.  
Suggested cleaning guidance will be posted on the grill.
6. Trash removal for the grill event is the responsibility of the requestor and must be removed on the day of grill usage.
7. All Pool and Pool Deck Rules must be followed.
8. All pool furniture used for your grill event must be returned to original location.
9. After the pool opens all persons attending the grill event must sign-in at the lifeguard station.
10. At no time will glass be permitted on the pool deck.
11. The following listings will determine grill use approval/denial.
  - a. Date options: May 1-September 1 or after pool deck opens for resident use.
  - b. Pool deck must be open and available for use by residents or request will be denied.
  - c. Dates and times:
    - i. Prior to pool open:
      1. Times for grilling: noon daily until 1 hour prior to pool deck close.
      2. Only Cedar Ridge residents are eligible to be on pool deck without a lifeguard in attendance.  
Anne Arundel County laws do not permit non-residents on the pool deck prior to pool opening.
      3. Pool deck area must be cleared at deck close time.
      4. For safety reasons, a minimum of two residents **MUST** be present for all grilling.

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**ii. During pool season:**

- 1. Times for grilling: noon daily until 1 hour prior to pool deck close.**
  - 2. Residents and guests using the grill must respect pool patrons.**
  - 3. Pool deck area must be cleared at deck close time.**
  - 4. Table and chair reservations for grilling patrons are not permitted.**
- These items are available on a first-come, first-serve basis for all pool/pool deck users.**

**Happy 2015 Summer and enjoy grilling!!**

**Cedar Ridge Clubhouse Committee**

**UPDATED: 4/26/15**



# Cedar Ridge Community Association, Inc. 2015 Pool Season Hours

## Regular Pool Hours

*From Memorial Day Weekend (May 23<sup>rd</sup>), through the start of public schools:*

Sunday thru Thursday	11:00 a.m. -- 7:00 p.m.
Friday, Saturday & Holidays	11:00 a.m. -- 8:30 p.m.

## Hours When Public School Opens Prior to Labor Day

*(Date to be announced)*

Weekdays -- (Monday thru Friday)	3:00 p.m. -- 7:00 pm.
Saturday and Holidays	11:00 a.m. -- 8:30 p.m.
Sundays	11:00 a.m. -- 7:00 p.m.

## Bonus - The pool will open the Two Weekends following Labor Day

Saturday, September 12 <sup>th</sup> & 19 <sup>th</sup>	11:00 a.m. -- 8:30 p.m.
Sunday, September 13 <sup>th</sup> & 20 <sup>th</sup>	11:00 a.m. -- 7:00 p.m.

## Water Aerobics Class

Due to lack of an instructor there will be no formal water aerobics classes scheduled in 2015.

## Pool Committee

Rene Schroeder, Chair	410-695-1260
Joan Athen	410-707-4627
Carole Waterfield, CH Rep	410-695-2588

Revised April 09, 2015

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**Memorandum of Understanding  
Between the Board of the Cedar Ridge Community Association, Inc. and the Eleven  
Subassociations**

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**Election of Directors to the Cedar Ridge Community Association, Inc.**

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*Adopted January 25, 2011*

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**INTRODUCTION**

The requirements for electing Directors to the Cedar Ridge Community Association, Inc. (commonly known as Representatives to the Cedar Ridge Master Board) previously have not been clearly understood. This is due in part to conflicting language in the governing documents. Furthermore, some language in the governing documents provides for procedures that are impractical and does not provide for a clear transition of authority. In addition, there may be confusion over the relationships among the Association, the Subassociations, and their respective memberships.

---

**PURPOSE**

The purpose of this document is to establish agreements between the Cedar Ridge Community Association, Inc. and the Subassociations for procedures to be followed in electing Directors to the Association (Master Board Representatives). These procedures adhere to legal requirements and to the intent of the governing documents as closely as possible. They also create practical procedures that do not create an undue burden on the Association and/or Subassociations. Finally, they provide for a clear transition of authority, which requires that issues related to the Association's Annual Meeting also be addressed.

---

**DEFINITIONS**

**Board:** The Board of the Cedar Ridge Association, Inc. The Board is commonly referred to as the Master Board.

**Director:** Commonly known as the Master Board Representative.

**Association:** The Cedar Ridge Association, Inc.. The Association is a homeowners association under Maryland law.

**Subassociations:** The building-level associations. The Subassociations are condominium associations under Maryland law.

**Annual Meeting:** Unless otherwise specified, this refers to the Annual Meeting of the Association.

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**REFERENCES**

Unless otherwise specified, all references are to the Bylaws of Cedar Ridge Community Association, Inc.

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**POLICY/PROCEDURES**

1. The members of each Subassociation will elect a Director to represent that Subassociation on the Board in accordance with Article V Section 1. Rather than holding such an election at the Annual Meeting, the election will be held at a regular or special meeting of the Council of Unit Owners of the Subassociation held within a window of 30-60 days prior to the Annual Meeting. The election of the Director will be certified by the Building President in writing or by electronic transmission to the President or President's designee not less than 25 days prior to the Annual Meeting.
2. The term of the Directors will be two (2) years in accordance with Article 5 Section 5. Newly elected Directors will take office at the Organizational Meeting of the Board held immediately following adjournment of the Annual Meeting.
3. Any mid-term vacancy in the Board will be filled by vote of a majority of the Directors of the Subassociation that they represent, in accordance with Article 5 Section 6. Each person so elected will take office at the next regular or special meeting of the Cedar Ridge Board and will continue in office until a successor can be seated as a result of the regular election process as outlined in section 1 above. (This means that if a mid-term vacancy occurs in the first year of the two-year term too close to an Annual Meeting to hold a proper election by the subassociation members, the vacancy may be filled by the Subassociation Board and the person appointed would hold office until the following year.)
4. In order to ensure a smooth and clear transition of power, each Annual Meeting of the members will be immediately followed by an Organizational Meeting of the Board and then by a regular meeting of the Board. The timing of the Organizational Meeting is a modification of Article 5 Section 9. The regular meeting of the Board may be "pro forma" or business may be conducted as desired or necessary. During the Organizational Meeting the new Board members would begin their terms and elect their Officers. In general, the flow would be:
  - Annual Meeting of the members conducted by the outgoing Officers and Board. The agenda would meet the requirements of governing law and Article IV Section 10 except that items (f) and (g) will be replaced by a report on the certification of the election of any new Directors and the introduction of the new Board. Committee reports would focus on "state of the organization."
  - [In even numbered-years] Review of this Memorandum
  - Introduction of the incoming Board with a focus on newly elected Directors

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- Adjournment of the Annual Meeting of the members with a brief recess so that the newly constituted Board may hold their Organizational Meeting.
- Regular Meeting of the new Board conducted by new Officers. The agenda would meet the requirements of governing law and documents, but would probably be abbreviated as status committee reports were already given. Any reports would focus on necessary action items. Business could be conducted by the Board at this time.

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#### **OVERSIGHT**

Effective with the Annual Meeting of 2012, once the date of the Annual Meeting is established, the President/designee is responsible for publicizing deadlines for election of Directors and providing the format for certification of Directors.

The President/designee is responsible for reviewing certification documents and preparing a report for the Annual Meeting.

[Note: The designee might be the management company, another officer, a committee, or other.]

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#### **UPDATES**

Following adoption in early 2011, this Memorandum will be reviewed in 2012 and then every two years on even-numbered years as a business item at the Association's Annual Meeting prior to the introduction of the incoming Board. The Boards of the Association and Subassociations will be asked to sign a continuing or revised Memorandum by the end of that fiscal year. Failure to execute a Memorandum in a timely fashion will mean that elections must be held in accordance with appropriate legal and governing documents.

Attachments: Signature Page

**Memorandum of Understanding Regarding Election of Directors**

Approved by:

- |  |                          |
|--|--------------------------|
| <u>Margaret C. Tolzman</u><br>1 8608 Fluttering Leaf Condominium Association President | <u>3/8/11</u><br>Date    |
| <u>William V. Skowoch</u><br>2 8610 Fluttering Leaf Condominium Association President  | <u>3/8/11</u><br>Date    |
| <u>Robert W. Skid</u><br>3 8612 Fluttering Leaf Condominium Association President      | <u>3/8/11</u><br>Date    |
| <u>Roy Milin</u><br>4 8621 Fluttering Leaf Condominium Association President           | <u>3/8/11</u><br>Date    |
| <u>Dawn Buxton</u><br>5 8615 Fluttering Leaf Condominium Association President         | <u>5/8/11</u><br>Date    |
| <u>Maura McIn (Becky)</u><br>6 8605 Wandering Fox Condominium Association President    | <u>2/8/11</u><br>Date    |
| <u>Ronald E. Fiske</u><br>7 8615 Wandering Fox Condominium Association President       | <u>3/5/11</u><br>Date    |
| <u>Ellen S. Miller</u><br>8 8608 Wandering Fox Condominium Association President       | <u>3/8/11</u><br>Date    |
| <u>William F. Trend</u><br>9 8604 Wandering Fox Condominium Association President      | <u>3/08/2011</u><br>Date |
| <u>Ridge T. W. Mimi</u><br>10 8601 Roaming Ridge Condominium Association President     | <u>3-8-11</u><br>Date    |
| <u>[Signature]</u><br>11 8600 Roaming Ridge Condominium Association President          | <u>3-8-11</u><br>Date    |
| <u>[Signature]</u><br>Cedar Ridge Community Association President                      | <u>3-8-11</u><br>Date    |

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**Design Document**  
**Cedar Ridge Master Association**

# **Synopsis of Architectural Standards**

**CEDAR RIDGE COMMUNITY  
ASSOCIATION, INC.**

**23 September 2013 Edition**

Previously Approved 25 March 2008

**President, Board of Directors**

Mike Sizemore

**Architectural Review Committee**

Sibyl Wisch, Member

Lonnie Null, Member

George Mimidis, Board Liaison

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## PREFACE

In March 2008 the *Synopsis of Cedar Ridge Architectural Standards* was approved by the Board of Directors of the Cedar Ridge Homeowners Association, Inc. This newly revised Synopsis incorporates standards approved by the Board since March 2008 with regard to the following list of items. Each item is followed by the location of the approval.

Thermometers	(Page 4, Section III, Item 1,i)
Holiday Decorations	(Page 4, Section III, Item 2)
Hose Boxes/Water Timers	(Page 5, Section III, Item 3)
Benches	(Page 5, Section III, Item 4)
Birdhouses/Bird feeders	(Page 5, Section III, Item 6)
Corrals	(Page 5, Section III, Item 8)

In addition, the 2013 edition of the Synopsis of Cedar Ridge Architectural Standards removes items that are usage standards rather than architectural ones and incorporates some procedural changes that were approved by the Board in July 2013.



# CEDAR RIDGE COMMUNITY ASSOCIATION, INC.

## Synopsis of Architectural Standards

### I. Background

The following Common Area Architectural Standards are designed to ensure that the Cedar Ridge Community will always be an attractive and desirable community in which to live. The standards are in compliance with Article 21 (should read Article 11), Section 11.1 of the Cedar Ridge Community Association Inc. documents, which states there shall be an architectural committee, referred to as the "Architectural Standards Committee, hereafter referred to as the Architectural Review Committee (ARC)." The standards establish reasonable rules and regulations concerning the Common Areas and are meant to benefit all residents of Cedar Ridge.

Because we live so close and share Common Areas, rules are necessary to ensure that all neighbors can co-exist peacefully and that property values are maintained. All residents share the responsibility to comply with and support the rules for the benefit of the community. These Common Areas standards complement the interior building standards developed by each individual building association.

The synopsis of standards established in this document is not intended to supersede or replace any provision of any applicable and superior Declaration, By-Laws, and laws and ordinances (national, state, county, and city). If these standards are determined to be in conflict with any such applicable and superior document or law, the conflict will be resolved against these standards and in favor of such superior document or law. Further note that there are additional community standards and restrictions beyond these architectural standards within the governing documents.

### II. Selected References:

*The ARC maintains a list of specific source references for the standards in this document and can supply the information on request. Each owner and resident is required to have a current copy of the first three of the following documents.*

1. Piney Orchard -- Declaration of Covenants and By-Laws
2. Cedar Ridge --Disclosure statements, Declaration of Covenants and By-Laws
3. Condominium -- Declaration of Covenants and By-Laws
4. Cedar Ridge Architectural Review and Standards Committee Charge

### III. Common Areas (CA) Standards

*Note: Within this section, dates indicate the meeting of the Cedar Ridge Board of Directors at which action was taken on the listed item.*

1. Building:
  - a. No building shall fall into disrepair.
  - b. No changes shall be made to the exterior color of buildings.
  - c. No exterior painting/staining shall be done except as required for maintenance, in which case the paint/stain must conform to the original colors
  - d. No changes shall be made to the exterior of the building, e.g., doors and windows.
  - e. No awnings or other projections shall be installed.
  - f. Nothing shall be placed on the outside walls, doors, pavers, or garages, except as approved by the ARC.
  - g. Nothing may be attached to or hung over the front of balconies.
  - h. Nothing shall be attached to or hung from unit windows or screens.
  - i. The placement of thermometers/sensors on the windowsill between the window and the window screen was approved. Thermometers/sensors cannot rest on the building, screen or window.  
[October 2010]

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2. Common Area Holiday Decorating Guidelines [September 2008]
  - a. Outside decorations may be displayed between November 20 and January 21.
  - b. Outside building decorations are allowed on the ground level only. This includes front doors, front lights on the columns, and garage lights.
  - c. Patio and balcony decorations may not extend beyond the patio or over the balcony railings.
  - d. Absolutely nothing is permitted on the exterior of buildings on levels 2, 3, or 4.
3. Automatic Hose Boxes/Water Control Timers  
Water Control Timers are approved for the front of buildings. Hose boxes are approved only for use at the rear of buildings. [July 2008/April 2009/October 2010].
4. Benches  
The placement of concrete benches in the porticos of individual buildings was approved provided they conform to given standards. [September 2008].
5. Planting Urns  
Each building is permitted to have two approved planting urns that are to be placed immediately in front of the porticos; buildings are responsible for maintaining the plantings.
6. Birdhouses/Bird feeders  
Bird feeders and birdhouses are not permitted on Cedar Ridge common areas. [August 2008]
7. Bird Guards  
The installation of bird guards similar to those installed on Building 8 was approved. The installation is optional for all vents on all buildings. [May 2013]
8. Trash Corrals
  - a. All trash corrals must be neat and kept in good repair. The gate should be kept closed except to access the corral.
  - b. When replacement of a corral is necessary, the materials and stain should match the original structure as closely as possible. [August 2008]
9. Garages:  
Garage door opener keypads in a neutral color may be installed on the exterior trim of garages.
10. Vehicles:  
No mobile homes, trailers of any kind, campers, trucks larger than ¾ ton capacity, or boats shall be kept, placed or maintained on any portion of property within the Cedar Ridge Community. Upon written request, the Architectural Review Committee may issue temporary approval for visitors.
11. Signs:
  - a. No sign of any character, except community authorized signs, shall be erected, posted, or displayed upon, in, or about any Common Area.
  - b. Real Estate signs may only be posted the day of an open house and must be removed at the completion of the open house period.

#### **IV. General Note Regarding Responsibilities Deferred to Committees and Buildings**

Responsibility for some activities related to the common areas has been delegated to the standing committees created by the Board: Clubhouse, Grounds, Outside Games, Pool, and Roads. Nevertheless, the ARC remains responsible for monitoring the community as necessary and noting issues related to maintenance of these standards. When such issues are noted and reported by the ARC, immediate responsibility for remediating the issues falls to the appropriate committee under the auspices of the Cedar Ridge Board. Similarly, immediate responsibility for remediating issues related to individual buildings falls to the boards of those building condominium associations. A summary of all issues noted by the ARC should be presented to the Cedar Ridge Board as well as the committee representatives for individual condominium associations charged with immediate responsibility. The ARC is to track the resolution of issues and recommend follow-up action, if needed. Ultimate responsibility for enforcement and ensuring correction of reported issues falls to the Cedar Ridge Board.

#### **V. Enforcement**

1. The ARC may be made aware of issues to address in either of the following ways:
  - a. Regular committee monitoring of the community
  - b. Receipt of "Violation Review Requests" from residents
2. Resolution of issues may involve any or all of the following: phone call, contact with the building association board or committee chair, consultation between the ARC and the Cedar Ridge Board of

- Directors, letter from the management company, fine, or lien. In addition, should it be deemed necessary, the Association is authorized to effect repairs
3. Actions related to official letters, fines, and liens should only be undertaken with on the recommendation of the ARC and the approval of the Cedar Ridge Board of Directors. Fines should be levied as appropriate to the nature and duration of the violation.
  4. Decisions of the ARC may be appealed to the Cedar Ridge Board of Directors in accordance with Section VI.
  5. In the event that any Common Area or improvement on or associated with the Common Areas is damaged or destroyed by an owner or any of the owner's guests, tenants, or family members, the Association is authorized to repair the damage and the owner will be responsible for the costs of any such repairs. This includes damage to roadways and sidewalks by vehicles (including damage from oil, grease, and corrosive materials).

**VI. Applications for Project Approval, Special Request and Violation Review:**

1. The ARC has created the following forms for use by its residents.
  - Project Approval
  - Special Request
  - Violation Review
2. The forms will be available in the ARC Mailbox in the clubhouse or from an ARC member.
3. The forms must be completed in full to be processed. Questions regarding the forms may be directed to members of the ARC.
4. Completed forms are to be placed in the ARC Mailbox in the clubhouse or given to your building representative to the Cedar Ridge Board.
5. The ARC will provide a copy of all applications to the building association of the applicant.
6. The ARC will respond to all applications in writing within 60 days of receipt (email may be used as appropriate to meet this requirement).
7. In the event that the ARC fails to approve or disapprove any variance request within sixty (60) days after submission, the variance request shall be deemed approved as submitted.
8. Appeal process: Any ARC decision may be appealed by any resident. The appeal must be in writing and submitted to the Cedar Ridge Board and the ARC within fifteen (15) days from the date the decision was rendered. The appeal shall be decided by Cedar Ridge Board in writing (email may be used as appropriate to meet this requirement) by the last day of the following month.

**VII. Distribution:**

Distribution of the current approved Synopsis of Cedar Ridge Architectural Standards and all related ARC forms and procedures shall be as follows:

1. The Cedar Ridge Board of Directors shall ensure that all current owners and residents are provided with a copy of the appropriate documents and shall notify owners and residents of subsequent changes and editions. Electronic copies and notifications may be used to meet this requirement when possible.
2. The management company for Cedar Ridge shall ensure that all new owners are provided with a printed copy of the appropriate documents.

## APPENDIX B

## Definitions

**1. Common Areas:** (*Cedar Ridge Declaration, Article I, Section 1.3, (a-d), p2.*)

"Common Areas" shall mean all real property now or hereafter owned, leased, or maintained by the Association (including the improvements thereto) for the common use and enjoyment of the Owners.

**2. Limited Common Elements:** (*Condo Declaration, Section 7, Para F, 1-4, pgs 9-10*)  
*Limited Common Elements*, reserved for the exclusive use of the Residential Unit(s), are Parking Garages with the exception of those portions designated as General Common Element; Balconies and/or decks, with the exception of the wood or concrete floor surfaces and railings thereof, which shall be considered General Common Elements; the interior tracks, opening mechanism, hardware, and/or locks affixed to or forming part of the Garage Limited Common Elements and the Driveways appurtenant to the Garage Limited Common Elements..

**3. Architectural Review Committee (ARC):** (*Cedar Ridge Declaration, Article 21 [should read Article 11], Section 11.1, (a).*) There shall be an architectural committee referred to as the Architectural Standards Committee for the Lots and the Committee shall have the authority to promulgate architectural standards which it deems necessary to govern its internal operation and the approval process referred to in Subsection 11.2 of this Article. The Committee shall have the right, from time to time, to adopt architectural standards governing the nature, installation, and appearance of improvements installed or located upon the Subassociation Units.

**4. Master Board:** (*Cedar Ridge By-Laws, Article V, Sec. 1 and Sec. 2.*)

"Master Board" shall consist of 11 members, comprised of one (1) Director from each Sub-association. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the members.

**5. Piney Orchard Association (POCA):** (*Cedar Ridge Declaration, Article 1, Section 1.7, p3.*)

"Piney Orchard Association" shall mean and refer to Piney Orchard Community Association (POCA) and the "Piney Orchard Declaration shall mean and refer to that certain Declaration of Covenants, Conditions and Restrictions of POCA recorded among the aforesaid Land Records in Liber 5006, Page 135, et seq, as amended or supplemented from time to time.

**6. Owner:** (*Cedar Ridge Declaration, Article I, Section 1.10, p3*)

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

**7. Grievance Procedures:**

"Grievance Procedures" is a process by which violations of the Covenants and By-Laws are properly investigated and resolved.

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APPENDIX C

CROSS REFERENCE

	Original Cedar Ridge Condominium Association By-Laws & House Rules	Cedar Ridge Declaration	Piney Orchard Declaration & By-Laws	MD / AA County	Cedar Ridge Committee Charges
<b>SUBJECT</b>					
no noxious or offensive trade or activity shall be carried on within the community	Article X, Section 3, para (a) - ref page 21 & Article X, Section 3, para's (e) & (i) -ref page 22	pp 20, Art 12, para 1(a)			
"No building...shall be permitted to fall into disrepair..."	Article IV, Section 2, para i - Ref page 16		Article IV, Section 2, paragraph (f) - page 16		
Color of Building		Article 21, Section 11.3(a) Page 18			
no exterior painting / staining		Article 21, Section 11.3(a) Page 18			
no signs of any character shall be erected, posted or displayed	Article X, Section 3, para (f) - page 22	pp 20, Art 12, para 1(f)			
Illegally parked vehicles	Article X, Section 3, para (g) - page 22	pp 20, Art 12, para 1(c)			
No advertisements on vehicles	Article X, Section 3, para (g) - page 22	pp 20, Art 12, para 1(c)			
No vehicle maintenance	Article X, Section 3, para (g) - page 22		Article IV, Section 2, para (f) -pp 14		
No trailers, mobile homes, tradesman trucks or campers	Article X, Section 3, para (g) - page 22	pp 20, Art 12, para 1(c)	Article IV, Section 2, para (e) -pp 14		
Temporary Occupancy		pp 20, Art 12, para 1(e)	Article IV, Section 2, para (e) -pp 14		
Patios	Article X, Section 3, para (d) - page 22 and section F, para 2 -page 10				

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	Original Cedar Ridge Condominium Association By-Laws & House Rules	Cedar Ridge Declaration	Piney Orchard Declaration & By-Laws	MD / AA County	Cedar Ridge Committee Charges
Garages	Article X, Section 3, para (d) - page 22 Article X, Section 3, para (n) -page 23/24; Section F, para 1 --page 10				
No exterior building changes e.g. doors, windows	Para 13 --page 16/17				
No antennae	Article X, Section 3, para (k) - page 23	pp 20, Art 12, para 1(g)	Article IV, Section 2, para (c) --pp 13		
Clothes dryers or clothes lines	Article X, Section 3, para (j) page 23		Article IV, Section 2, para (k) -pp 17		
Pets	Article X, Section 3, para (e) - page 22		Article IV, Section 2, para (b) -pp 13	AA Co Code: Article 12, Section 9-109	
Damage or destruction of Common Area by owner			Article IV, Section 2, para (s) -page 20		
Outdoor cooking	Article X, Section 3, para (m) - page 23			AA County Code; Use of Grills and Similar Open Flame Heating Devices	
Grounds, Landscaping & Gazebo					Grounds Committee Charge
Bocce, Horseshoes, Tennis & Circuit Work-Out					Outside Games Committee Charge
Roads, Curbs, Parking Areas, Blacktop, Entrance Gate, Lighting & Signage					Roads Committee Charge

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## **FORMS**

Requests for change and/or review of any nature must be submitted to the ARC for consideration and/or approval. The following forms, available at the Clubhouse or from any ARC member, must be completed in full and deposited in the ARC Mailbox at the Clubhouse or given to your building representative to the Cedar Ridge Board of Directors.

1. APPLICATION FOR ARCHITECTURAL PROJECT APPROVAL
2. APPLICATION FOR ARCHITECTURAL SPECIAL EXEMPTION
3. ARCHITECTURAL VIOLATION REVIEW REQUEST





**APPLICATION FOR ARCHITECTURAL SPECIAL EXEMPTION:**

Requesting Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

ARC Date Received \_\_\_\_\_

Specific Request:

Reason for Request:

Length of time:  
(For exemption)

ARC – Architectural Review Committee:

Approved: \_\_\_\_\_

Denied: \_\_\_\_\_

Reason:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Order: FG3V8JQ88  
Address: 8615 Wandering Fox Trl Unit 201  
Order Date: 09-27-2019  
Document not for resale  
HomeWiseDocs

**ARCHITECTURAL VIOLATION REVIEW REQUEST**

ARC Date Received \_\_\_\_\_

Requesting Person: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Use this form to request a review by the ARC of an existing structure, condition or activity to determine compliance or violation of community Covenants and By-Laws.

Location of structure or condition:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of activity:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Negative impact on community:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of residents in question: \_\_\_\_\_

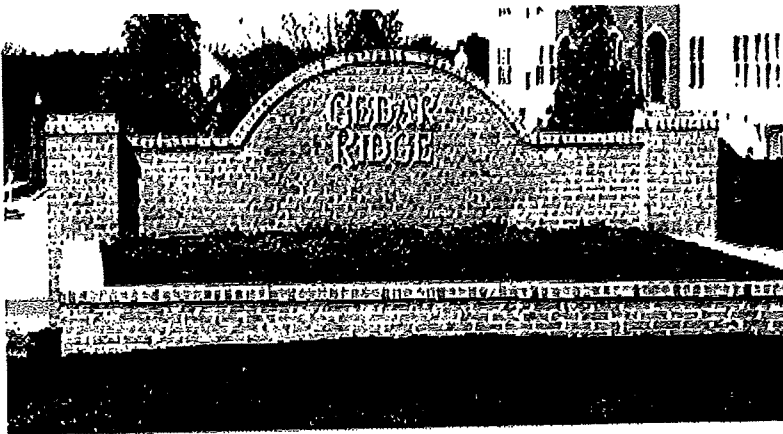
Address: \_\_\_\_\_

ARC Response \_\_\_\_\_

Date: \_\_\_\_\_

Letter Sent: \_\_\_\_\_

# **Synopsis of Architectural Standards**



## **CEDAR RIDGE COMMUNITY ASSOCIATION, INC.**

**March 2008  
Revision: July 2013**

**PREFACE**

The following items have been added to the original, dated March 2008, issue of the Synopsis of Cedar Ridge Architectural Standards. All have been approved by the Board of Directors of the Cedar Ridge Homeowners Association, Inc. and each item references the date of approval.

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Thermometers	Page 6, Item 4 Para (e), 1
Holiday Decorations	Page 6, Item 5
Hose Boxes/Water Timers	Page 6, Item 6
Benches	Page 6, Item 7
Birdhouses/Birdfeeders	Page 6, Item 8
Corrals	Page 6, Item 9
Parking	Page 7, Item 13
Charter	Page 13
Bird Guards for Vents	Page 6, Item 9

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**The enclosed**  
**“Synopsis of Architectural Standards” for**  
**Cedar Ridge Community Association, Inc.,**  
**was approved by the Cedar Ridge Master Board on**

**25 March 2008**  
**Revised: 23 July 2013**

**Mike Sizemore**  
**President, Master Board**

**Architectural Review Committee Members**

**Katherine Countiss**  
**Sibyl Wisch**  
**Donna Cossentino**  
**Lonnie Null**  
**George Mimidis Master Board Liaison to the ARC Committee**

CEDAR RIDGE COMMUNITY ASSOCIATION, INC.  
Common Areas / Limited Common Elements

**Synopsis of  
Architectural Standards**

The following Common Area and Limited Common Elements Architectural Standards are designed to ensure that the Cedar Ridge Community will always be an attractive and desirable community in which to live. The standards are in compliance with Article 2I (mis-numbered, should read Article 11), Section 11.1 of the Cedar Ridge Community Association Inc. documents, which states there shall be an architectural committee, referred to as the "Architectural Standards Committee, hereafter referred to as the Architectural Review Committee (ARC)." The standards establish reasonable rules and regulations concerning the Common Areas and Limited Common Elements and are meant to benefit all residents of Cedar Ridge.

Because we live so close and share Common Areas, rules are necessary to ensure that all neighbors can co-exist peacefully while maintaining property values. Thus, all residents share the responsibility to comply with, support and contribute to them. All of us must work together for the benefit of the community. These Common Areas and Limited Common Elements standards complement the interior building standards developed by each individual building. Simply stated, each building develops its own interior Common Areas standards and this document addresses the Common Areas and Limited Common Elements, exterior to the building.

The synopsis of standards established in this document are not intended to supersede or replace any provision of any applicable and superior Declaration, By-Laws, and laws and ordinances (national, state, county, and city). If these standards are determined to be in conflict with any such applicable and superior document or law, the conflict will be resolved against these standards and in favor of such superior document or law.

**I. References:**

1. Piney Orchard -- Declaration of Covenants and By-Laws
2. Cedar Ridge --Disclosure statements, Declaration of Covenants and By-Laws
3. Condominium -- Declaration of Covenants and By-Laws
4. Cedar Ridge Architectural Review and Standards Committee Charge
5. NFPA 1 --Uniform Fire Code, 10.11.7. 2006 edition, as amended A.A. Co. Code
6. Anne Arundel County Code: Title 4, Article 12 Subtitle 9-909 --Removal of Animal Excreta

**II. Common Areas (CA) and Limited Common Elements (LCE) Standards:**

1. No noxious or offensive trade or activity shall be carried on within the community.
2. **Nuisances:**
  - a. No exterior speakers, horns, whistles, bells or other sound devices, except security alarms used exclusively for security purposes, shall be located, used or placed on any building, balcony or patio.
  - b. No animal shall be allowed to make an unreasonable amount of noise.
3. **Patios / Balconies: (LCA)**
  - a. No clothes dryers or clotheslines may be placed on patios or balconies.

- b. Nothing may be attached to or hung over the front of balconies.
  - c. No grilling or cooking of any type.
4. **Building:**
- a. No building color change.
  - b. No exterior painting / staining.
  - c. No exterior building changes, e.g. doors and windows.
  - d. No awnings or other projections.
  - e. No attachments or hangings from unit windows or screens.
    - 1. Thermometers/sensors were approved, October 2010, allowing placement on window sill between the window and the window screen. They cannot rest on the building, screen or window.
  - f. No building shall fall into disrepair.
  - g. Nothing shall be placed on the outside walls, doors, pavers or garages, except as approved by the ARC.
5. **Common Area Holiday Decorating Guidelines** Approved September 2008.
- a. Outside decorations may be displayed between November 20 and January 21.
  - b. Outside building decorations allowed on ground level only. This would include front doors, front lights on column and garage lights.
  - c. Patio and balcony decorations may not extend beyond the patio or over the balcony railings.
  - d. Absolutely nothing permitted on exterior of building on level 2, 3 or 4.
6. **Automatic Hose Boxes/Water Control Timers**  
Hose Boxes originally approved, July 2008, were replaced by Water Control Timers, approved April 2009, and Hose Boxes, amended October 2010 for use only at the rear of the buildings.
7. **Benches**  
Cedar Ridge standards were approved, September 2008, for front entrance.
8. **Birdhouses/Birdfeeders**  
Approved, August 2008, that there should be no bird feeders on Cedar ridge controlled property. There were many reasons for this decision: Too hard to control...one approved bird feeder means that everyone could have their own feeder; disease caused by moldy seed droppings; attraction for rodents and attraction to birds that may try nesting in building vents.
9. **Bird Guards**  
The installation of bird guards, similar to those installed by T&D Ducts on Building 8 was approved May 2013. The application is optional for all buildings and can be installed on any/all ducts.
10. **Corrals**  
Replacement, approved, August 2008, and must match as closely as possible the original structure.
11. **Garages:**
- a. Doors shall be kept in the closed position, except when working inside or to enter or exit.
  - b. Exterior remote garage door openers of neutral color are authorized.

12. Antennae: No antenna or other device for the transmission or reception of television or radio signals or any other form of electronic or electromagnetic radiation shall be erected, used or maintained on the outside of any building.
13. Vehicles:
- Vehicles inoperable, junked or not displaying a current registration shall not be kept on the property. Vehicles in non-conformity will be towed at owner's expense.
  - Vehicles displaying signs, logos, advertisements or the like pertaining to any commercial entity and/or enterprise must be parked in the garage at all times. Government vehicles (police vehicles, etc.) are excluded.
  - There will be no vehicle maintenance, with the exception of emergency vehicle repairs that include changing flat tires, dead batteries, broken hoses or belts, within the Cedar Ridge Community.
  - No mobile home, trailers of any kind, campers, trucks larger than ¾ ton capacity or boats shall be kept, placed or maintained on any portion of property within the Cedar Ridge Community. Upon written request, the Architectural Review Committee may issue temporary approval for visitors.
14. Unauthorized Parking  
Approved, July 2009. Parking on yellow-lined curbs in the community of Cedar Ridge is illegal; and in accordance with the sign posted at the Cedar Ridge Community entrance, the violating vehicle is subject to immediate towing at owner's expense. Call: North County Towing; phone: (410) 674-4221.
15. Trash stockades: All stockades must be neat and kept in good repair and the door closed at all times.
16. Signs:
- No sign of any character, except community authorized signs, shall be erected, posted or displayed upon, in or about any Common Area or Limited Common Elements.
  - Real Estate signs may only be posted the day of an open house and must be removed at the completion of the open house period.
17. Pets:
- Pets must be leashed at all times.
  - Pets may not be left unattended or restrained to any fixed object outside.
  - Owners are responsible for the actions of their pets.
  - Owners must remove any solid waste deposited by their pets. Such waste must be deposited in proper trash receptacles in your building.
18. Damage or Destruction of Common Area Property:
- In the event any Common Area or improvement on or associated with the Common Area is damaged or destroyed by an Owner or any of his guests, tenants or member of his family, the Association is authorized to repair the damage and the Owner shall pay the Association the amount for the necessary repairs.
  - Owners are responsible for damage caused to the pavement or concrete from kickstands of motorcycles or other vehicles, or oil, grease or corrosive substances.
19. Outdoor Cooking: Outdoor cooking is permitted on any of the Common Areas, subject to the following restrictions, which will be controlled by the board of that building:
- One grill per building;
  - Only gas / propane or electric grills are allowed --no charcoal grills or hibachis;



- c. Grill must be 15 feet away from any structure when in use;
- d. A protective pad must be used under the grill to prevent grease spills on the driveway, pavers, sidewalks and grassy areas; and
- e. Gas/propane grills may only be stored in the trash stockade—they may not be stored in the condo building or in a garage

**20. Miscellaneous:**

- a. No skateboarding or rollerblading.
- b. No motorized vehicles, with the exception of handicap modes of transportation may be used on the sidewalks or grassy areas.
- c. No planting without the approval of the Grounds Committee.

**III. Deferred Responsibilities:** Some responsibilities, normally under the ARC, were delegated by the Cedar Ridge Master Board to other Cedar Ridge Committees. It will, however, remain the responsibility of the ARC to review all variance and violation review requests to determine if they should be deferred. The committee to which the request(s) has been deferred will develop a response to the ARC who, after having taken the appropriate action for approval/denial, will advise the originator in writing. The committees are:

**1. Grounds Committee:** The Grounds Committee, with the approval of the Master Board, shall be responsible for and oversee:

- a. Grounds and Associated Drainage and Erosion;
- b. Landscaping and Associated Drainage and Erosion;
- c. Gazebo;
- d. Garden Club (includes planting, replacement and maintenance of all shrubs, trees, grass and plantings); and
- e. Pet walking areas.

**Comment [JM3]:**

**CHANGE UNDER GROUNDS:**

**Comment [JM2]:** Would suggest change under grounds to read same as charter approved late last year.

- a. Landscaping improvements to all common area grounds in Cedar Ridge
- b. Erosion control and storm water/drainage improvements to all common areas of Cedar Ridge grounds
- c. Maintenance of community use improvements such as gazebos and benches which are not overseen by the Pool Committee or specific buildings
- d. Collaborating with the ARC with regard to maintaining the general appearance of Cedar Ridge common and building area grounds.
- e. Maintenance of irrigation systems on common areas

**2. Outside Games Committee:** The Outside Games Committee, with the approval of the Master Board, shall be responsible for and oversee:

- f. Bocce Court;
- g. Horseshoe Pits;
- h. Tennis Court; and workout area

- i. Circuit Work-work Roads Committee: The Roads Committee, with the approval of the Master Board, shall be responsible for and oversee:
  - a. Roads / Pavers;
  - b. Curbs / Gutters / Sidewalks;
  - c. Parking in Common Areas;
  - d. Blacktop;
  - e. Entrance Gate;
  - f. Lighting—related to roads/sidewalks/parking lots; and
  - a. Signage in Common Areas.
- 4. Pool Committee: The Pool Committee, with the approval of the Master Board, shall, as relates to the Pool Area, be responsible for and oversee:
  - a. Curbs, concrete decking, steps and tiles;
  - b. Pool rails, fences and gates;
  - c. Pool cabanas, columns and trim;
  - d. Pool furniture (tables, chairs, lounges and umbrellas);
  - e. Pool deck lighting; and
  - f. Maintenance equipment.
- 5. Clubhouse / Special Events Committee: The Clubhouse / Special Events Committee, with the approval of the Master Board, shall be responsible for and oversee:
  - a. The Clubhouse

**IV. Enforcement / Grievance Procedures:**

- 1. The ARC has been empowered to uphold and enforce the standards of the community as designated in the Declaration of Covenants and By-Laws. It is their responsibility to protect the integrity and appearance of the community to insure its attractiveness and desirability.
- 2. Individual building issues and concerns are controlled by individual Building Boards.
- 3. It is the responsibility of the ARC to monitor for violations, consider "Violation Review Requests" received from residents and act on situations in coordination with the Cedar Ridge Master Board and Management Company as needed.
- 4. Resolution of issues may involve any or all of the below steps:
  - a. Phone call
  - b. Contact with Building Boards
  - c. ARC and Master Board Consultation
  - d. Letter from Management Company
  - e. Fine
  - f. Lien
- 5. Failure to Comply –
  - a. Fines of \$25 to \$100 may be levied depending on the nature and the length of violation.
  - b. Failure to comply with pet ordinances may lead to fines of \$50 to \$500 per the Anne Arundel County code.
  - c. Fines to be determined by a seven (7) person panel. The panel, chaired by the President of the Master Board, will consist of the Chair or Master Board Representative of the following Committees: Roads, Grounds, Architectural Standards, Outside Games, Pool, Parliamentary and the Clubhouse.

6. All decisions of the ARC may be appealed to the Master Board (see Section V, paragraph (7)).

**V Applications for Project Approval, Special Request and Violation Review:**

1. The ARC has created the following forms for use by its residents.
  - a. Project Approval
  - b. Special Request
  - c. Violation Review
2. The forms will be available in the ARC Mailbox in the clubhouse, from a member of the Master Board or an ARC member.
3. The forms must be completed in full to be processed. Questions regarding the forms may be directed to members of the ARC.
4. Completed forms are to be placed in the ARC Mailbox in the clubhouse or given to your building Master Board Representative.
5. The ARC will provide a copy of all applications to the building association of the applicant.
6. The ARC will respond to all applications in writing within 60 days of receipt (email is considered record copy).
7. In the event that the ARC fails to approve or disapprove any variance request within sixty (60) days after submission, the variance request shall be deemed approved as submitted.
8. Appeal process: Any ARC decision may be appealed by any resident. The appeal must be in writing and submitted to the Master Board and the ARC within fifteen (15) days from the date the decision was rendered. The appeal shall be decided by Master Board in writing (email is considered record copy) by the last day of the following month.

**VI. Distribution:**

1. The Master Board shall ensure that all owners are provided with a copy of the approved Cedar Ridge Architectural Standards and all subsequent changes and additions.
2. The management company for Cedar Ridge shall provide a copy of the approved Cedar Ridge Architectural Standards and all subsequent changes and additions to all new owners.

APPENDIX A – Architectural Review and Standards Committee Charge

APPENDIX B – Definitions

APPENDIX C – Standards Cross Reference

APPENDIX D - Forms

## APPENDIX A

### CEDAR RIDGE COMMUNITY ASSOCIATION, INC. Architectural Review and Standards Committee Charge

As required by the Cedar Ridge Community Association, Inc, Article 21 (should read Article 11), Section 11.1, paragraph (a) (reference page 18), there will be an Architectural Standards Committee. This committee will assist the Master Board by researching, developing, publishing, disseminating, enforcing and recommending modifications (as necessary) to the Architectural Standards for the Common Areas of the Cedar Ridge Community for the benefit of and enjoyment of the said community. All work of the Architectural Review Committee must be conducted in accordance with the Declaration of Covenants, Conditions, Restrictions, and Bylaws of the Cedar Ridge Community Association, Inc., and of the Piney Orchard Community Association, Inc., as well as any applicable state laws, local government regulations, insurance coverage, and in the best interest of the Cedar Ridge community.

I. The Architectural Review and Standards Committee is responsible for the following protocols / functions according to Articles 21 (should read Article 11) and 12 of the Cedar Ridge Declarations:

1. Article 21 (should read Article 11), section 11.1, paragraph (d) (reference page 18): Committee shall have the authority to promulgate architectural standards which it deems necessary to govern its internal operation and the approval process. Committee shall have the right from time to time to adopt architectural standards governing the nature, installation, and appearance of improvements installed or located upon the sub-association units.
2. Article 21 (should read Article 11), section 11.3 (should read 11.2), paragraphs (a) through (d) (reference pages 18 & 19): Committee will adhere to and enforce approval guidelines for improvements with regard to suitability, deadlines, and voting on specific improvement items.
3. Article 21 (should read Article 11), section 11.3 (reference page 19): Committee will adhere to and enforce Architectural Restrictions in Articles 11 and 12 (pages 18-21), which shall be applied to both Common Areas structure / properties as well as to residential units within the property --NOTE: the latter is interpreted by the Architectural Review Committee to mean Limited Common Areas).
4. Article 21 (should read Article 11), section 11.4 (reference page 19): Committee will adhere to and enforce Covenants, Conditions, and Restrictions of Piney Orchard Declarations with regard to property use.
5. Article 12, sections 12.1, paragraphs (a) through (h) (reference pages 20 & 21): Committee will adhere to and enforce defined Prohibited Uses and Nuisances.

II. Decisions of the Individual Condominium Architectural Review Boards that impact the exterior Common Areas or the Limited Common Areas shall be forwarded to the Architectural Review Board of Cedar Ridge for final approvals, denials, consideration of appeals within the time frames and manner of filing prescribed in the Cedar Ridge and Piney Orchard Architectural Review documents.

III. All contractor work will be coordinated with the Master Board Rep and Chairperson and will be done with the prior approval of the Master Board.

IV. Composition and Responsibilities:

1. Members

- a. Master Board President identifies a Master Board Representative to this Committee.
- b. The Master Board Representative solicits sufficient number of volunteers, a minimum of three members in addition to the Master Board Rep, to carry out the charge of the Architectural Standards and Review Committee and who can lend the time, energy, and expertise required to accomplish the tasks of this committee.
- c. Committee elects its own Chairperson.
- d. Committee will identify a person to maintain the Committee's records.

2. Committee Member Terms

- a. Chairperson/Members will serve for terms of two years or "at the pleasure of the Board."
- b. The number of terms for which an individual can serve is without limit.
- c. Master Board Representative, Chairperson, and "Committee Members will serve at the pleasure of the board" or until he/she/they shall resign or ask to be relieved of his/her/their responsibilities or until his/her or their term(s) of Office as a Master Board member shall end.
- d. Quotation "serve at the pleasure of the board" is taken from the Cedar Ridge Declarations, Article 2I (should read Article 11), Section 11.1, paragraph (c) (reference page 18), wherein Declarant (Beazer) assigns these rights to "the board" when community is turned over to Master Association Board for governance.

3. Powers, Duties, and Responsibilities:

- a. Master Board Rep serves as the primary liaison to the Master Board and with any applicable government offices and contractors.
- b. Chairperson shall call, preside over meetings and coordinate all committee business and decisions as required.
- c. Committee drafts and recommends to the Master Board policies and rules taking into consideration community input, applicable county government regulations, insurance coverage, and the best interests of the Cedar Ridge community.
- d. Committee recommendations are communicated to the Master Board by the Committee Chair or Committee Master Board Representative.
- e. Committee will maintain records in a binder containing a roster of the committee's members and dated notes of all committee meetings and actions.

V. Meetings

- a. The committee will meet, as needed, at an established time and date that is in agreement by a majority of the members.
- b. A majority of members present constitutes a quorum at any scheduled meeting.

VI. Representatives of other relevant Cedar Ridge committees may be invited to participate in ARC meetings as deemed appropriate.

**NOTE:**

The Cedar Ridge Architectural Review and Standards Committee Charge dated 9 March 2007, was presented, discussed and approved by the Cedar Ridge Master Board on 25 September 2007.

The Cedar Ridge Community Association, Inc. Charter of the Architectural Review Committee was rewritten to conform to established community-wide format and approved by the Board of Directors on 25 September 2012.

The Board agreed that key elements of Master Board reports would be included in Master Board minutes at the recommendation of Ross Carrick. These items are Open Requests, Closed Requestst, and Appeals. Date unknown but all reports follow this format.

At the July 2013 Master Board meeting ARC procedures were agreed to as a result of the Special Committee report.

## APPENDIX B

### Definitions

**1. Common Areas:** *(Cedar Ridge Declaration, Article I, Section 1.3, (a-d), p2.)*

"Common Areas" shall mean all real property now or hereafter owned, leased, or maintained by the Association (including the improvements thereto) for the common use and enjoyment of the Owners.

**2. Limited Common Elements:** *(Condo Declaration, Section 7, Para F, 1-4, pgs 9-10)*  
*Limited Common Elements*, reserved for the exclusive use of the Residential Unit(s), are Parking Garages with the exception of those portions designated as General Common Element; Balconies and/or decks, with the exception of the wood or concrete floor surfaces and railings thereof, which shall be considered General Common Elements; the interior tracks, opening mechanism, hardware, and/or locks affixed to or forming part of the Garage Limited Common Elements and the Driveways appurtenant to the Garage Limited Common Elements..

**3. Architectural Review Committee (ARC):** *(Cedar Ridge Declaration, Article 21 [should read Article 11], Section 11.1, (a).)* There shall be an architectural committee referred to as the Architectural Standards Committee for the Lots and the Committee shall have the authority to promulgate architectural standards which it deems necessary to govern its internal operation and the approval process referred to in Subsection 11.2 of this Article. The Committee shall have the right, from time to time, to adopt architectural standards governing the nature, installation, and appearance of improvements installed or located upon the Subassociation Units.

**4. Master Board:** *(Cedar Ridge By-Laws, Article V, Sec. 1 and Sec. 2).*

"Master Board" shall consist of 11 members, comprised of one (1) Director from each Sub-association. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the members.

**5. Piney Orchard Association (POCA):** *(Cedar Ridge Declaration, Article I, Section 1.7, p3.)*

"Piney Orchard Association" shall mean and refer to Piney Orchard Community Association (POCA) and the "Piney Orchard Declaration shall mean and refer to that certain Declaration of Covenants, Conditions and Restrictions of POCA recorded among the aforesaid Land Records in Liber 5006, Page 135, et seq, as amended or supplemented from time to time.

**6. Owner:** *(Cedar Ridge Declaration, Article I, Section 1.10, p3)*

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

**7. Grievance Procedures:**

"Grievance Procedures" is a process by which violations of the Covenants and By-Laws are properly investigated and resolved.

APPENDIX C CROSS REFERENCE

	Original Cedar Ridge Condominium Association By-Laws & House Rules	Cedar Ridge Declaration	Piney Orchard Declaration & By-Laws	MD / AA County	Cedar Ridge Committee Charges
<b>SUBJECT</b>					
no noxious or offensive trade or activity shall be carried on within the community	Article X, Section 3, para (a) -ref page 21 & Article X, Section 3, para's (e) & (f) -ref page 22	pp 20, Art 12, para 1(a)			
"No building...shall be permitted to fall into disrepair..."	Article IV, Section 2, para 1 -Ref page 16		Article IV, Section 2, paragraph (f) -page 16		
Color of Building		Article 21, Section 11.3(a) Page 18			
no exterior painting / staining		Article 21, Section 11.3(a) Page 18			
no signs of any character shall be erected, posted or displayed	Article X, Section 3, para (f) -page 22	pp 20, Art 12, para 1(f)			
Illegally parked vehicles	Article X, Section 3, para (g) -page 22	pp 20, Art 12, para 1(c)			
No advertisements on vehicles	Article X, Section 3, para (g) -page 22	pp 20, Art 12, para 1(c)			
No vehicle maintenance	Article X, Section 3, para (g) -page 22		Article IV, Section 2, para (f) --pp 14		
No trailers, mobile homes, tradesman trucks or campers	Article X, Section 3, para (g) -page 22	pp 20, Art 12, para 1(c)	Article IV, Section 2, para (e) -pp 14		
Temporary Occupancy		pp 20, Art 12, para 1(e)	Article IV, Section 2, para (e) -pp 14		
Patios	Article X, Section 3, para (d) -page 22 and section F, para 2 --page 10				



	Original Cedar Ridge Condominium Association By-Laws & House Rules	Cedar Ridge Declaration	Piney Orchard Declaration & By-Laws	MD / AA County	Cedar Ridge Committee Charges
Garages	Article X, Section 3, para (d) - page 22 Article X, Section 3, para (n) - page 23/24; Section F, para 1 - page 10				
No exterior building changes e.g. doors, windows	Para 13 - page 16/17				
No antennae	Article X, Section 3, para (k) - page 23	pp 20, Art 12, para 1(g)	Article IV, Section 2, para (e) - pp 13		
Clothes dryers or clothes lines	Article X, Section 3, para (j) page 23		Article IV, Section 2, para (k) - pp 17		
Pets	Article X, Section 3, para (e) - page 22		Article IV, Section 2, para (b) - pp 13	AA Co Code: Article 12, Section 9-109	
Damage or destruction of Common Area by owner			Article IV, Section 2, para (s) - page 20		
Outdoor cooking	Article X, Section 3, para (m) - page 23			AA County Code; Use of Grills and Similar Open Flame Heating Devices	
Grounds, Landscaping & Gazebo					Grounds Committee Charge
Bocce, Horseshoes, Tennis & Circuit Work-Out					Outside Games Committee Charge
Roads, Curbs, Parking Areas, Blacktop, Entrance Gate, Lighting & Signage					Roads Committee Charge

## APPENDIX D

### FORMS

Requests for change and/or review of any nature must be submitted to the ARC for consideration and/or approval. The following forms, available at the Clubhouse or from any ARC member, must be completed in full and deposited in the ARC Mailbox at the Clubhouse or given to your building Master Board Representative.

1. APPLICATION FOR ARCHITECTURAL PROJECT APPROVAL
2. APPLICATION FOR ARCHITECTURAL SPECIAL EXEMPTION
3. ARCHITECTURAL VIOLATION REVIEW REQUEST



**APPLICATION FOR ARCHITECTURAL SPECIAL EXEMPTION:**

Requesting Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

ARC Date Received \_\_\_\_\_

Specific Request:

Reason for Request:

Length of time;  
(For exemption)

ARC—Architectural Review Committee:

Approved: \_\_\_\_\_

Denied: \_\_\_\_\_

Reason:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ARCHITECTURAL VIOLATION REVIEW REQUEST**

ARC Date Received \_\_\_\_\_

Requesting Person: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Use this form to request a review by the ARC of an existing structure, condition or activity to determine compliance or violation of community Covenants and By-Laws.

Location of structure or condition:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of activity:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Negative impact on community:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of residents in question: \_\_\_\_\_

Address: \_\_\_\_\_

ARC Response: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Letter Sent: \_\_\_\_\_



**Welcome Packages**  
**Cedar Ridge Community Association, Inc.**

Order: FG3V8JQ88  
Address: 8615 Wandering Fox Trl Unit 201  
Order Date: 09-27-2019  
Document not for resale  
HomeWiseDocs

**\*Welcome Packages**  
**Cedar Ridge Master Association**



## **Cedar Ridge "Re-Sale Package" Contents**

Resale Certificate

Cedar Ridge "Re-Sale Package" Contents

Cedar Ridge Welcome Cover Letter

Age Restriction Affidavit form

Release and Indemnification form

Cedar Ridge Homeowners Association Inc. Buyer/Tenant Checklist

### **Governing Documents**

#### *Building Condominium Association*

Declarations

Articles of Incorporation

By-laws

Any amendments to the above

House Rules

Moving Rules

Other

#### *Cedar Ridge*

Declarations (includes land records)

Articles of Incorporation

By-laws

Synopsis of Architectural Standards

Other

### **Budgets**

Building Association Budget (Current Year Approved)

Cedar Ridge Budget (Current Year Approved)

### **Current Unaudited Financial Documents**

Building Association Current Month Balance Sheet

Building Association Current Month Income and Expenses

Cedar Ridge Current Month Balance Sheet

Cedar Ridge Current Month Income and Expenses

### **Insurance Declaration Page**

Building Association Insurance Policy (Current Year)

Cedar Ridge Insurance Policy (Current Year)

*Approved 18 November 2014*

Order: FG3V8JQ88

Address: 8615 Wandering Fox Trl Unit 201

Order Date: 09-27-2019

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## Welcome to Cedar Ridge

This packet is intended as a brief orientation to living in Cedar Ridge. It is important to know that you are joining three communities, all dedicated to providing a pleasant place to live. While the stack of documents may be daunting, they contain important information, and by buying or leasing here, you are agreeing to be bound by them.

Following is a partial list of topics that may be addressed by governing documents. This list is not intended to be exhaustive of the important topics of which you should be aware and is no substitute for reading the documents themselves:

Age restrictions for residents	Balconies and patios
Age restrictions for guests	Smoking
Pets	Trash and recycling
Garages	Keys
Parking	Commercial use
Leasing/subleasing	Moving
Decorating	Noise

**Piney Orchard** is a planned community within Odenton, Maryland, consisting of a large number of different neighborhood associations. Piney Orchard provides an attractive setting and a number of amenities, including a clubhouse, swimming pools, walking paths, and a nature preserve. It is governed by the Piney Orchard Community Association (POCA). In order to maintain the quality of the community, residents in Piney Orchard are subject to certain governing documents and assessments. **The Piney Orchard resale package must be ordered separately.**

**Cedar Ridge** is a neighborhood homeowners' association (HOA) within Piney Orchard. This active adult community consists of eleven condominium buildings. Cedar Ridge provides its own amenities for the use of its residents, including a clubhouse, pool, tennis court, and bocce court. Cedar Ridge has a Board of Directors with representatives from each building. Residents in Cedar Ridge are also subject to certain governing documents and assessments. The governing documents are included in this resale package.

Each **condominium building** within Cedar Ridge has its own condominium association and its own set of governing documents and assessments. The governing documents are included in this resale package.

**Assessment** amounts may differ from building to building and all owners are responsible for paying three separate Condo Assessments: (1) Piney Orchard (semi-annually); (2) Cedar Ridge (included in the Building payment; and (3) Building (monthly). Note that these assessments are in addition to any county taxes, including quarterly Utility Facility (front footage) fees. Your agent or owner can help you to learn the current amounts and to whom each is paid.

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Attached to this welcome letter is a helpful checklist of items that a buyer or renter should obtain from the current owner prior to moving in, which includes documents to be provided to the Building President.

- √ **A notarized age restriction affidavit** stating that one of the residents is at least 55 years old
- √ **A release and indemnification form.** Use of community amenities, especially the clubhouse, pool, and tennis court, is prohibited without this form, and no entry card for the clubhouse and pool will be authorized without this form. The form should be signed by each resident, even if they do not anticipate using the security card.

It is important to note that, while each of the three associations is served by a management company, the majority of the work associated with assuring that the community is well maintained falls to volunteer boards and committees. Your Board should not be considered your landlord. Condo maintenance is the owner's/tenant's responsibility. The community welcomes people who are willing to become involved and work for our collective benefit in keeping our building and our community an attractive place to live.

**Attachments:**

- Buyer/Renter Checklist
- Age Restriction Affidavit form
- Release and Indemnification form
- Index to the Cedar Ridge "Resale Package"

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**CEDAR RIDGE COMMUNITY ASSOCIATION, INC.**

**AGE RESTRICTION AFFIDAVIT**

The undersigned, the Homeowner or Tenant of Unit \_\_\_\_\_ within the \_\_\_\_\_ Condominium Association, Inc., within the Cedar Ridge Community Association, Inc. (the "Association"), hereby state, acknowledge and agree as follows:

The undersigned acknowledges that the Association and all Condominium units located therein constitute housing intended and operated for occupancy by at least one person fifty-five (55) years of age or older per Unit, to the extent required by the Housing for Older Persons Act of 1995 and Section 807 (b)(2)(C) of the Fair Housing Act (42 USC.3607 (b)(2)(C) (the "Fair Housing Act:").

The undersigned acknowledges that, pursuant to Article 5 of the Declaration of Covenants, Conditions and Restrictions of the Association (the "Declaration"), a copy of which they have received:

- (a) Subject to certain exceptions set forth in the Declaration, each Unit must be occupied by at least one resident who is fifty-five (55) years of age or older;
- (b) Residents under eighteen (18) years of age or younger are not permitted unless such person is (i) necessary to provide a reasonable accommodation to a handicapped resident, or (ii) is a handicapped dependent of a resident, only to the extent permitted and/or required by the provisions of the Fair Housing Act;
- (c) Guest of Owners or residents who are under eighteen (18) years of age are permitted to stay in the Unit for periods of time not to exceed a total of sixty (60) days for each such guest in any one calendar year (with each calendar year being measured from January 1<sup>st</sup> through December 31<sup>st</sup> of any given year;

The undersigned agrees to be bound by the conditions and restrictions outlined above.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

+++++

**Complete this section only if you intend to reside in the unit**

I declare that I intend to reside in the above-named unit and am at least 55 year of age.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

*Please attach a copy of a document giving proof of age (acceptable documents include driver licenses, passports, immigration cards, military identification cards, birth certificates and other government documents that show a date of birth).*

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**Cedar Ridge Community Association, Inc.  
RELEASE AND INDEMNIFICATION**

*Adopted 27 Jan 2015*

*By signing this form you will waive certain legal rights, including the right to sue or claim compensation following an accident, injury, or death. Please read carefully. Signing the current form is required upon establishing ownership or residency in Cedar Ridge.*

I acknowledge that by residing in Cedar Ridge, I have the opportunity to use Cedar Ridge Community Association, Inc. ("the Association") facilities and participate in Association events. In consideration of the opportunity for such use and/or participation, I hereby release from liability and shall indemnify, defend, and hold harmless the Association, its Board of Directors, officers, employees and agents, from and against any claims or liability of any nature whatsoever, including negligence, arising out of my use of the Association's Clubhouse, fitness center, swimming pool, or any other amenities. This agreement shall also apply to my participation in any community organized or sponsored event, whether on Association property or at some other location.

I am aware of my applicable personal medical needs and agree to exercise reasonable care to protect myself from injury that may foreseeably arise while using Association facilities and/or participating in Association events.

I further agree to indemnify and hold harmless the Association for any damages to other persons or property which may result from my/our negligence while on the Association's property or while participating in any Association activities.

This release and indemnification agreement contains the entire understanding of the parties with regard to release and indemnification. *(Note: This form may be signed by more than one resident of the same unit.)*

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Unit No. and Address

\_\_\_\_\_  
Phone Number & email address

\_\_\_\_\_  
Date

CLUBHOUSE ENTRY CARD NUMBER(S): FG3V8JQ88

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**Cedar Ridge Homeowners Association Inc.  
Buyer/Tenant Checklist**

**At the signing of the contract/lease** the buyer/tenant must initial each item on this list verifying receipt of all listed documents and items from the Owner.

**GENERAL DOCUMENTS**

- \_\_\_\_\_ Copy of signed lease as applicable (*advance copy of lease must be provided by the Owner to the Building Board in accordance with By-laws and House Rules*)
- \_\_\_\_\_ Information/addresses for paying monthly Condo/Cedar Ridge fees and semi-annual and quarterly fees payable to Piney Orchard (buyers only)

**KEYS**

- \_\_\_\_\_ Unit door keys
- \_\_\_\_\_ Interior garage door key (if applicable and if different from unit key)
- \_\_\_\_\_ Storage room key (if applicable and different from unit key)
- \_\_\_\_\_ Outside exit (side door) key
- \_\_\_\_\_ Remote garage door opener(s)
- \_\_\_\_\_ Clubhouse entry card(s) (Note: There is a fee for additional or replacement cards)

**GOVERNING DOCUMENTS (contained in the "resale" package)**

- \_\_\_\_\_ Piney Orchard Community Association (must be ordered separately)
- \_\_\_\_\_ Cedar Ridge Community Association, Inc.
- \_\_\_\_\_ Building Condominium Association, Inc.
- \_\_\_\_\_ Building House Rules
- \_\_\_\_\_ Building Moving Rules
- \_\_\_\_\_ Building Rental Rules (if any)
- \_\_\_\_\_ Cedar Ridge Synopsis of Architectural Standards

**CODES**

- \_\_\_\_\_ Building Entry Door Code
- \_\_\_\_\_ Electronic garage door code (if applicable)

**DOCUMENTS FOR SIGNATURE (to be given to Building President upon moving in):**

- \_\_\_\_\_ Age Restriction Affidavit form
- \_\_\_\_\_ Release and Indemnification form

Buyer/Tenant Signature(s) \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_

=====

**Upon or before moving in** the buyer/tenant must provide to the Building President/designee

- \_\_\_\_\_ A copy of the above initialed checklist
- \_\_\_\_\_ A notarized signed copy of the Age Restriction Affidavit form
- \_\_\_\_\_ A signed copy of the Release and Indemnification form

The following documents should be obtained from the Building President or Clubhouse Manager prior to using any of the community amenities:

- \_\_\_\_\_ Current Pool Rules/Hours
- \_\_\_\_\_ Current Clubhouse Rules
- \_\_\_\_\_ Current Clubhouse Rental Rules

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