

Compliance Inspection Form
Hunt Valley Station Homeowners Association Inc.

Unit Owner: Elizabeth Billig
Property Address: 11509 Hunters Run
Cockeysville, MD 21030

Inspector's Name: Kyle Ayres
Date of Inspection: 06/20/2017
Date Ordered: 06-13-2017

Inspectors Observations/Comments:

None

Covenant Violations Noted:

1. Power-wash siding.
2. Fix trim over garage doors.
3. Paint shutters.

Closing Comments:

None

HOMEOWNERS ASSOCIATION RESALE CERTIFICATE

Hunt Valley Station Homeowners Association Inc.

Current Owner: Elizabeth Billig
Property Address: 11509 Hunters Run Drive
Cockeysville, MD 21030

Date Prepared: 07-03-2017

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

HOMEOWNERS ASSOCIATION ACT DISCLOSURE STATEMENTS

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

#	Question	Response
(1)	The lot is located within a development (as defined in the Maryland Homeowners Association Act).	Hunt Valley Station Homeowners Association, Inc.
(2)	(A) The selling unit is subject to a common expense assessment as follows: \$185.00 semi annually due January 1st and July 1st each year. As of the date of this Certificate, the following unpaid common expenses or special assessments adopted by the Association that is due and payable from the selling unit owner are: There is currently a balance of \$185.00 due. Common expense assessments will continue to accrue in the stated amount, subject to the adoption of any budget changes, and will be due and payable by the selling unit owner until the selling unit has been conveyed. Assessments which become due and payable after the date of this Certificate and prior to the conveyance of the selling unit, and which remain unpaid by the selling unit owner, may constitute a lien against the selling unit. If unpaid, this accrual must be added to the unpaid amount, if any, stated above, as of the date of conveyance of the selling unit. (B) Other than common expenses and special assessments, the following fees are payable by the unit owners to the Council of Unit Owners: None (C) Capital expenditures approved by the Council of Unit Owners planned at the time of conveyance which are not reflected in the current operating budget are: None	
(3)	Unsatisfied judgments as of the date of this certificate are listed here. As of the date of this Certificate, the Association is a party to the following pending lawsuits, excluding assessment collection suits: None	

HOMEOWNERS ASSOCIATION RESALE CERTIFICATE

Hunt Valley Station Homeowners Association Inc.

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

1. Power-wash siding.
2. Fix trim over garage doors.
3. Paint shutters.

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

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

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

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

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

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

_____	_____	_____
Witness	Seller	Date

_____	_____	_____
Witness	Seller	Date

HOMEOWNERS ASSOCIATION RESALE CERTIFICATE

Hunt Valley Station Homeowners Association Inc.

Comments

In addition to this certificate, title companies need to visit homewisedocs.com to obtain current association dues and the amount of the transfer fee (\$100).

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

Exhibit B

§ 11B-106. Annotated Code of Maryland

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) A copy of:

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

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

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

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

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

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

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

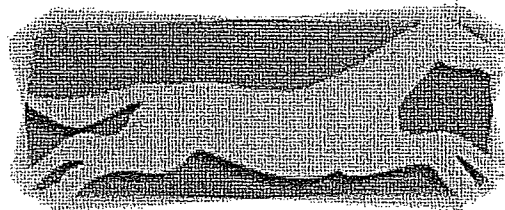
Architectural Guidelines
Hunt Valley Station Homeowners Association Inc.

Hunt Valley Station

Architectural & Common Grounds Guidelines

2008

Last revised 3/22/11



“Always obtain written approval before making a change to the exterior of your house, property, or surrounding common ground.”

See revisions for Firewood & Swing Sets & Other Playground Equipment effective 3/22/11

Architectural Guidelines

The following guidelines represent the position of the Architectural Committee with regard to maintenance and changes to the exterior of your house and property. These guidelines are based on the community bylaws, standards successfully applied in other communities, and feedback from our residents.

The publishing of these guidelines does not constitute the automatic approval of any change listed below. In accordance with your covenants, you are always required to obtain written approval from the Architectural Committee before making a change to the exterior of your house or property. (See Approval Section)

Air Conditioning Units

1. Window fans and air conditioning units are prohibited.

Antennas & Satellite Dishes

1. Antennas are prohibited.
2. Satellite Dishes are permitted with certain restrictions. (See Satellite Dish Section)

Awnings

1. Awnings must be made of non-flammable canvas on a frame of aluminum or galvanized pipe.
2. An awning may be installed over your deck or patio.
3. Awnings over windows are prohibited.
4. Awnings must have a solid color. Acceptable colors are dark blue, dark green, gray, burgundy, or beige depending on the color of your siding.
5. The canvas must be removed during the period of November 1st through April 1st.
6. Retractable awnings are permitted.

Basketball Hoops

1. In-ground hoops and portable hoops may only be located next to your driveway or in your backyard.
2. Hoops may not be located in the median strip between the sidewalk and the curb. The use of portable hoops in the street is not condoned.
3. Backboards and poles must be clear, gray, white, or black.

Clotheslines

1. Exterior clotheslines or clothes dryers of any type are prohibited.

Decorations

1. Except for a wreath on the front door, all other decorations (birdbaths, sundials, etc.) require the approval of the Architectural Committee.
2. Holiday decorations (Christmas, Easter, etc.) do not require prior approval. However, the Architectural Committee reserves the right to request the removal of any decorations deemed to be unsightly or inappropriate.

Decks

1. Decks may be as wide as the house, but no portion of the deck or steps may extend beyond the side of the house.
2. Decks may not extend further than 21' from the rear of the house.
3. Decks must be constructed of either high quality composite decking and railing systems, or the following pressure treated woods: pine, light redwood, or cedar.
4. See Paint Section for acceptable colors.
5. Lattice or similar screening is permitted on the deck and on either side of the deck. The maximum height is six feet. Lattice screening is permitted below the deck on all sides.

Fences

1. Fences are only permitted in the backyard and may not extend beyond the sides of the house.
2. Fences must be board on board style with a maximum height of 4 feet.
3. Only wood fences are permitted.
4. Fences must be coated with a clear preservative or stained a natural wood color approved on a case by case basis.
5. Grass must be trimmed along any exterior of the fence bordering on the common ground.
6. Fencing may not extend onto the common ground.
7. Electric dog fences may be installed along the property lines.

Firewood

1. Firewood may only be stacked in the backyard and should not extend beyond the sides of your house.
2. Firewood must be neatly stacked to a maximum height of four feet.
3. Firewood may not be stacked on common ground for the delivery of the firewood.
4. Vehicles may not be driven across common grounds for the delivery of firewood.
5. Moldings, 2x4's, plywood, and other scrap wood used as firewood may not be stacked in the backyard or intermingled with your log pile.
6. Bright color covers are not permitted.

Flag Poles

1. Free standing flagpoles are prohibited.
2. Small flagpoles attached to the front or rear of the house are permitted, but the size and location must be approved.
3. There are no restrictions on the displaying of the American flag on national holidays.

Garage Doors

1. Garage door may be made of metal or wood.
2. Garage doors may have a row of windowpanes.

Gazebos

1. Gazebos of any type are not permitted.

Hot Tubs

1. Hot tubs are permitted only on a deck or patio.
2. Hot tubs must have a locking lid.

Lighting

1. Existing light fixtures may not be replaced without permission.
2. Spotlights and garden or walkway lights are permitted. However, spotlights should be focused in a manner that is not offensive to surrounding neighbors.

Mailboxes

1. Mailboxes may not be higher than four feet or extend beyond the curb-line.

Patios

1. Patios may not extend beyond the sides of the house and may not extend more than 21 feet from the back of the house.
2. Cement, brick, flagstone, slate, and tile are acceptable patio construction materials. The color of materials will be determined on a case by case basis.

Pets

1. The boarding or raising of livestock, poultry, or other animals is prohibited.
2. Domestic pets are permitted, provided they are not maintained for commercial purposes and do not present a nuisance to neighbors.
3. Pets must be attended at all times and are not permitted on common ground unless they are carried or on a leash.
4. Pens, kennels, runs, stables, barns, doghouses, and cages of any type are not permitted on the property.
5. It is against the law for pets to run loose without supervision. If you are pestered by a stray animal, you should call Baltimore County Animal Control.

Planting

1. Plantings may not obscure sight lines for vehicles and may not impede pedestrians on the sidewalks. According to Baltimore County code, tree limbs must be at least 6.5 feet above the sidewalks.
2. Except for a small flower garden surrounding your mailbox, planting in the median between the sidewalk and the street is prohibited.
3. Vegetable gardens are only permitted in your backyard and the size is subject to approval.
4. Brick, stone, or natural wood are acceptable materials for edging around gardens. Other materials will be considered on a case by case basis.

Ponds

1. Ponds are prohibited.

Porches & Other Additions

1. Screened-in porches and other additions are permitted, but may not extend further than 18' from the rear of the house and must be in compliance with county code.
2. The design and materials for screened-in porches and other additions will be approved on a case by case basis.

Roof

1. Roof replacement shingles must be the same style and color as the original shingles.

Sheds

1. Exterior sheds, including Rubbermaid sheds, are prohibited.

Shutters

1. Lost or damaged shutters must be replaced within 30 days.
2. Replacement shutters must be the same size and style as the original shutters.

Sidewalks & Walkways

1. The front steps and the side walk leading from the driveway to the front door may be replaced with brick. The brick must match or be compatible with the brick on the face of the house.
2. Other walkways on the side and rear of the house may be installed. Cement, brick, tile, flagstone, and slate are acceptable materials.
3. Walkways may not be wider than four feet.
4. Driveways may not be widened.

Siding

1. Siding may be replaced or painted with another color already present in the community. If you are changing the color, the new color must be different from the houses immediately adjacent to your house.

Signs

1. Signs on your property are prohibited, except for one standard size "For Sale" sign.
2. "For Sale" signs are not permitted on the common ground at the entrances to the community or along the streets of the community. Under Baltimore County law, a "For Sale" sign may only be posted on the seller's property.
3. Contractor's signs on your property are prohibited. If a contractor performs satisfactory work, please notify American Community Management to include the company's name in future information booklets.

Storm Doors

1. Must be full view style. The solid frame may not exceed 6" in width at the top, bottom, or sides of the door.
2. No grill of any type is permitted.
3. The screen insert may have one narrow, horizontal cross support. The glass insert may not have any cross support.
4. The storm door, including all trim on the glass or screen insert, must be stained or painted to match the front door or trim around the door. (See Paint Section)
5. The storm door may be wooden or aluminum.

Swimming Pools

1. Small portable wading pools for children are permitted. However, they may only be used in the backyard and must be taken indoors when not in use.
2. Any other type of in-ground or above-ground pool is prohibited.

Swing Sets and Other Playground Equipment

1. All swing sets must be approved by the architectural committee.
2. Swing sets, monkey bars and other standard playground equipment are permitted. The equipment must not exceed twelve feet in height or twenty feet in length. It must be made of wood or hard plastic material and properly maintained.
3. All playground equipment must be erected in your backyard and should not extend beyond the sides of your house.
4. Sandboxes and playhouses are permitted.
5. Trampolines are prohibited.
6. No toys should be visible in the front of your home, streets, sidewalks or any other common area when not in use. Smaller portable play apparatus and toys should be stored in your garage and should not be left scattered in your yard or under your deck.

Trash Cans

1. Trash cans or bags containing trash or grass clippings may not be stored in the front or side yard.
2. Cans and bags may only be set out after dark on the night before the scheduled trash pick-up and must be brought back in on the day of the pick-up.

Trim

1. Wood trim may be covered with siding however the color and application of the siding must be approved.

Vehicles, Boats, and Equipment

1. No junk vehicle, commercial vehicle, unlicensed or inoperable vehicle, van (except a van with a passenger car license), camp truck, house trailer, boat trailer, boat or similar machinery or equipment may be kept in the driveway or upon the property.
2. No extraordinary maintenance or repair of vehicles may be performed in the driveways or the street in front of the house. Repairs should be performed in the garage.

Window Boxes

1. Window boxes are only permitted on kitchen windows and deck railings.
2. Window boxes must be made of wood.
3. Window boxes must be coated with a clear stain or painted the same color as the shutters or the trim.

Paint

The only acceptable paint colors are already present in the community. New colors (purple, pink, etc.) are not permitted. Any changes in your colors must be approved.

Front Door, Shutters, Trim, or Garage Door

The color of your front door, shutters, trim, or garage door may be changed to another color already present in the community.

Siding

The color of your siding may be changed to another color already present in the community. If you change the color of your siding, the new color may not match your next door neighbor's siding.

Storm Doors

The storm door, including the edge of the glass or screen insert, must be painted or stained to match the front door or the trim around the door.

Fences

Fences must be coated with a clear preservative or stained a natural wood color approved on a case by case basis.

Deck/Porches

Decks and porches must be coated with a clear preservative, stained a natural wood color approved on a case by case basis, or painted white, light gray, or beige.

Window Boxes

Window boxes must be coated with clear stain or painted the same color as the shutters or trim.

Common Ground Guidelines

Purpose for the Common Ground

As stated in the Covenants, Art. VII, Sec. 6, "no member shall make any private or exclusive or proprietary use of any of the common and open areas except with the specific approval of the Association."

The following guidelines represent the position of the Common Ground Committee concerning potential utilization of the common ground by individual homeowners. As stated before, the publishing of these guidelines does not constitute the automatic approval of any of the outlined uses. **Planting, clearing, or other modifications or uses of the common area may not be undertaken without the prior approval of the Common Grounds Committee. (See Approval Section)**

Planting on Common Grounds

The planting of trees, shrubs, or flowers on common ground may only be undertaken with prior approval from the Common Grounds Committee. Approval for plantings will be granted with the understanding that the homeowner must maintain the plantings and is responsible for the removal of any dead plantings. Also, all plantings on the common ground become the property of the Association and can be maintained or removed at the discretion of the Common Ground Committee.

Plantings in certain areas will not be permitted, if they:

1. Block easements or are located over top of utility lines.
2. Block walkways or scenic views.
3. Impede lawn maintenance or drainage.
4. Disrupt areas specifically designated for open spaces uses (sports activities, community picnics, etc.)

The following types of plantings will be prohibited:

1. Plantings that attract insects.
2. Trees with short life spans.
3. Trees with surface level root systems that could uproot sidewalks or impede lawnmower maintenance.
4. Vegetable gardens
5. Trees with aggressive root systems that could invade and clog drain lines
6. Fruit bearing trees that litter the ground
7. High maintenance plantings

Plantings must blend with existing plantings and be consistent with the community's master landscaping plan.

Clearing

The clearing of common grounds may not be undertaken without prior approval.

Ground cover may not be removed if it creates soil erosion, opens up undesirable walkways, or destroys privacy provided by natural screening.

Existing trees and shrubs may not be cut down. If a tree or shrub needs removal or pruning, notify the Common Grounds Committee.

Dead trees may be removed.

Vines that threaten the life of trees may be removed.

Maintaining the Common Ground

Mulching, mowing, edging, fertilizing, seeding, spraying for bugs, and other forms of maintenance in addition to the maintenance provided by the Homeowners Association are permitted. However, prior approval is required to avoid any duplication of effort or harmful results.

Activities on Common Ground

Normal play activities on common ground will not require prior approval. However, the committee can request that certain activities be discontinued if they are considered to be a nuisance to neighbors or harmful to the property.

Portable play items (lacrosse goals, volleyball nets, etc.) may be used on the common ground. However, these items should be used with adult supervision and must be removed when not in use. The Association shall not assume responsibility for any injuries and reserves the right to disapprove of certain play apparatus.

All neighbors are asked to be courteous and considerate when using the common ground. This includes picking up after your dog, using the area during reasonable hours, not playing games that disturb or encroach on your neighbor's property, etc.

Structures on Common Ground

Bird baths, benches, picnic tables, log piles, lawn ornaments, garden edgings, tree forts, swing sets or any other unnatural items may not be placed on the common ground.

Enforcement

Periodic inspections of the community will be performed by American Community Management to identify violations of the Architectural & Common Ground Guidelines. (Please note that the by-laws allow a representative of the Homeowners Association to enter and inspect a lot.) In addition to these inspections, concerned residents are encouraged to report violations.

In the event of a violation, American Community Management will notify the homeowners and seek their cooperation in the correction of the problem. If the homeowner is not cooperative and the violation is not corrected within a reasonable period of time, the Association has the right to make the corrections at the homeowner's expense. A lien in the amount of the cost to make the corrections and any associated legal expenses will be placed upon the property. If the homeowner does not pay the costs within a reasonable period of time, the Association has the right to execute upon the lien.

Hopefully, all owners will recognize their responsibility as members of the community and will cooperate in the correction of any violations.

Amendments

If you feel that a guideline should be changed or a new one instituted, please submit your recommendation in writing to American Community Management. Be sure to include the following information:

1. Your name, address, and telephone number.
2. A detailed description of the desired change.
3. Reason for your recommendation.

American Community Management will direct your request to the Architectural Committee or the Common Ground Committee for their consideration and will advise you of their response.

Changes are included in the Architectural & Common Ground Guidelines, which are updated and distributed annually. In the interim, changes are also announced in the community newsletter.

Sale of Residence

If you are planning to sell your home, please note that you are required under the Maryland Homeowners Act to provide the following items to the buyer:

1. A copy of the Community Association By-Laws, Covenants, and Architectural Guidelines.
2. Written verification from the Community Association that you have no outstanding architectural violations or association dues.

To obtain this information, please call American Community Management. A nominal fee for copying and the inspection will be assessed. Also, please provide to the Association the date of settlement, the name of the new homeowner, and the mailing address of the new owner in case of a rental property, so that a welcome letter can be sent.

Approval Process

Although you may be confident that you would be in compliance with the guidelines, you are required under the by-laws to obtain written approval from the Homeowners Association before making any changes to the exterior of your house, property, or common ground. The approval process helps to avoid any misinterpretation of the guidelines and the subsequent time and expense of having to correct a violation.

The procedures for obtaining an approval are outlined below:

1. *Prepare a letter or an Architectural Modification Form with the following information:*
 - ◆ Name, address, and telephone number.
 - ◆ A detailed description of the proposed changes (materials, size, color, location, etc.)
 - ◆ If available, a diagram, pictures, plans and specifications should also be attached.
 - ◆ Name, address, and telephone number of the contractor performing the work.

2. *Send the request to:*

*American Community Management
61 E. Padonia Road Suite A
Timonium, Maryland 21093
Or fax 410-771-9898*

3. *American Community Management will review and direct your request to the Architectural Committee or the Common Grounds Committee, whichever is appropriate, and will advise you of their decision.*

Under the by-laws, the Association must respond within 60 days for a declination or 75 days for an approval. The normal response time is less than 10 days. If you have not received a response within 10 days, please call American Community Management to ensure that your request was received.

If approved, the proposed changes must be completed within the time frame stated in the approval letter. If this deadline is not met, the approval automatically lapses.

Some exterior changes, such as decks and fences, require a building permit from Baltimore County. It is the responsibility of the homeowner to ensure this permit is obtained.

You should never assume that a particular change is acceptable because a neighbor has made a similar change. Your neighbor may be in violation of the guidelines or the guidelines may have been changed. It is not only required, but in your best interest, to always follow the approval process.

NOTICE

TO: HUNT VALLEY STATION HOMEOWNERS

FROM: HUNT VALLEY STATION HOMEOWNERS' ASSOCIATION BOARD OF DIRECTORS & AMERICAN COMMUNITY MANAGEMENT

RE: PROPOSED CHANGE TO ARCHITECTURAL & COMMON GROUND GUIDELINES

DATE: JULY 21, 2006

As currently drafted, the Architectural & Common Ground Guidelines for Hunt Valley Station contain the following language regarding **DECKS**:

1. Decks may be as wide as the house, but no portion of the deck or steps may extend beyond the side of the house.
2. May not extend further than 21' from the rear of the house.
3. **Must be constructed of pressure treated pine, light redwood, or cedar.**
4. See Paint Section for acceptable colors.
5. Lattice or similar screening is permitted on either side of the deck. The maximum height is six feet. Lattice screening is permitted below the deck on all sides.

The Board of Directors, through the Architectural Review Committee, wish to amend Number 3 above to read as follows:

3. **Must be constructed of either high quality composite decking and railing systems, or the following pressure treated woods: pine, light redwood, or cedar.**

The proposed amendment to the architectural guidelines will be voted upon at the next homeowner's association meeting scheduled to be held on September 7, 2006 at 7:00 p.m. at Briarwood.

Any current deck constructed of composite decking and railing systems without the approval of the Architectural Committee is in violation of the Declaration of Covenants.

Ad opted 9/7/06

Conditions and Restrictions, governing the Hunt Valley Station Homeowners' Association. Therefore, any homeowner currently with a deck constructed of composite decking and railing systems should complete an Architectural Modification Form and submit same to American Community Management for the purpose of gaining approval of any already completed deck modifications. Such approval should be sought prior to the passing of the proposed amendment, as the effective date of the amendment will be the date of recording.

Even with the proposed amendment, the Board of Directors wishes to stress to all homeowners the importance of obtaining written approval **BEFORE** making a change to the exterior of your house, property, or surrounding common ground. Any homeowner making a change without prior written approval may be subject to the sanctions contained in Article VII, Section 13 of the Declaration of Covenants, Conditions and Restrictions which states in relevant part:

In the event any violation or attempted violation of any of the covenants or restrictions contained in this Article shall occur or be maintained upon any lot, or in the event of any other conduct in violation of any of the provisions or requirements of this Article, then same shall be considered to have been undertaken in violation of this Article and without the approval of the Architectural Review Committee and the Association required herein, and, upon written notice from the Architectural Review Committee, such violation shall be promptly removed or abated.

An Architectural Modification Form is enclosed.

ARCHITECTURAL MODIFICATION FORM

Hunt Valley Station
Homeowners Association
c/o American Community Management, Inc.
61 East Padonia Road
Timonium, MD 21093
Phone: 410-771-0600 Fax: 410-771-9898

Required for Structural/Landscaping Addition or Modification:

Name: _____ Date: _____
Lot #: _____ Telephone: _____
Street Address: _____ (Home) _____ (Work)
City/State/Zip: _____

DESCRIPTION/DIAGRAM OF MODIFICATION REQUESTED: Please include a description and diagram (sketch or picture, if appropriate) of addition or modification. A House Location Survey must be attached to all applications showing the location of the addition or modification (the House Location Survey was received at time of settlement). APPLICATIONS WILL NOT BE PROCESSED WITHOUT THE HOUSE LOCATION SURVEY. If more space is needed, please attach a separate sheet.

Desired Start Date: _____ Approximate End Date: _____

I (We) acknowledge and agree that I (We) will be solely liable for any claims, including without limitation, claims for property damage or personal injury, which result from the requested addition or modification. I (We) hereby indemnify the Homeowners Association from and against any and all such claims. I (We) understand and acknowledge that I (we) am (are) responsible for complying with all applicable codes and ordinances, and for obtaining all necessary permits and inspections for the requested addition or modification and further that I (We) am (are) responsible for all maintenance, repair and upkeep of said addition or modification.

(Signature of Owner) (Signature of Co-Owner)

ACTION BY THE ARCHITECTURAL COMMITTEE

() Approved as requested _____ (Date Received)

() Approved subject to the following conditions/modifications:

() Disapproved for the following reasons:

Notification to Unit Owner: _____ Date _____ Signature _____

Hunt Valley Station

Homeowners Association

REMINDER TO ALL HOMEOWNERS

1. Bushes and trees are to be kept clear of the sidewalks up to 6 feet. Toys, trashcans, cars or anything else should not block sidewalks.
2. Signs of all types are not permitted; this includes contractors and home remodeling Companies. "For Sale" signs are permitted on your own property, but not on other properties, at the entrances or in common grounds. The board has voted to allow "Open House" signs at the entrances but only for the day of the open house.
3. The common grounds are owned by 191 homeowners and no one is permitted to alter, plant in or clear common grounds with out written permission of the grounds committee and/or the board.

Management Agent: American Community Management, Inc.
61 East Padonia Road, Timonium, MD 21093
410-771-0600, Fax: 410-771-9898 web: acmhome.com

Articles of Incorporation
Hunt Valley Station Homeowners Association Inc.

RESNICK, SOPHER & PERLOW, P.A.
ONE EAST REDWOOD STREET
SUITE 400
BALTIMORE, MARYLAND 21202

MASTER Cop
1998

STATE DEPARTMENT OF ASSESSMENT
HUNT VALLEY STATION HOMEOWNERS' ASSOCIATION, INC. TAXATION

ARTICLES OF INCORPORATION

APPROVED BY STATE

7/27/88 at 1:10

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

ARTICLE I

The name of the Corporation is HUNT VALLEY STATION HOMEOWNERS' ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

The terms "Association", "Common Area", "Company", "Lots", "Owner", and "Property" as used in these Articles of Incorporation shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions relating to Hunt Valley Station Homeowners' Association, Inc. dated June 28th, 1988, and recorded among the Land Records of Baltimore County in Liber S.M No. 7922, at folio 766 (the "Declaration").

1988 JUL 27 P 1:10

3046 0082

ARTICLE V

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

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

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

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

3046 0083

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

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

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

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

ARTICLE VI

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

ARTICLE VII

The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot; all such persons shall be Members; however, for purposes of a quorum they shall be treated as a single member. The votes for such Lots shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B Member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

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

3046 0084

ARTICLE IX

DISSOLUTION

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

ARTICLE X

The Association shall exist perpetually, unless dissolved pursuant to Article IX.

ARTICLE XI

AMENDMENT

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

3046 0086

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

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Maryland, the undersigned, RACHEL M. WOLMAN-HESS, whose post office address is One East Redwood Street, Baltimore, Maryland 21202, being at least eighteen (18) years of age, has executed these Articles of Incorporation this 27th day of July, 1988 for the purpose of incorporating this Association.

WITNESS:

Jane C. Resard

INCORPORATOR:

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

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, that on this 27th day of July, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared RACHEL M. WOLMAN-HESS, the within named Incorporator, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Articles of Incorporation, and she acknowledged that she executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Jane C. Resard
Notary Public

My Commission expires:
July 1, 1990.

4/26/88:1004J

3046 0087

Budget
Hunt Valley Station Homeowners Association Inc.

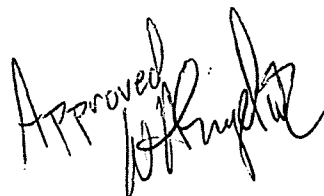
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295 Hunt Valley Station HOA
PROPOSED BUDGET
01/01/2017

Page: 1

410-997-7767
7484 Candlewood Road, Suite H
Hanover MD 21076

Operating	Prior Year 2016	Proposed 2017
Assessment Income	<u>67,320</u>	<u>69,190</u>
TOTAL INCOME	67,320	69,190
EXPENSES		
ADMINISTRATIVE		
Management Fee Mgmt Fee	17,036	17,722
Tax/Audit Prep Fees	450	475
Taxes/Misc Fees Income Tax	500	500
Taxes/Misc Fees County Tax	0	450
Insurance Premium General	1,300	1,500
Legal-Collection	1,000	800
Social/Community Social Committee E	1,700	1,700
Office Exp- Misc Admin/Expense	800	700
Office Exp- Coupon Book/Statemen	<u>400</u>	<u>400</u>
TOTAL ADMIN EXP	23,186	24,247
UTILITIES		
Electric Expense	800	800
Water Expense	<u>250</u>	<u>500</u>
TOTAL UTILITY EXP	1,050	1,300
OPERATING		
Grounds- Irrigation Systems	755	1,200
Grounds- Repairs/Improvements	14,939	14,578
Refuse- Trash Removal	250	250
Site Maint- Light Maint	500	500
Contract- Lawn Maint	<u>23,140</u>	<u>23,615</u>
TOTAL OPERATING	39,584	40,143
RESERVE TRSFS		
Reserve Transfer General Replacemen	<u>3,500</u>	<u>3,500</u>
TOTAL RESERVE TRSF	3,500	3,500
TOTAL EXPENSE	<u>67,320</u>	<u>69,190</u>
NET INCOME	0	0

Approved


Bylaws
Hunt Valley Station Homeowners Association Inc.

**AMENDMENT TO BY-LAWS OF
HUNT VALLEY STATION HOMEOWNERS ASSOCIATION, INC.**

THIS AMENDMENT TO BY-LAWS OF HUNT VALLEY STATION HOMEOWNERS ASSOCIATION, INC. (this "Amendment"), made as of the 16th day of April, 2008.

WHEREAS, the Members of the Association on the 16th day of April, 2008, at an duly called and held membership meeting of the Association, by requisite vote of the Members, resolved to and did amend the By-Laws as follows:

1. Article VII, Section 1, (a) is hereby deleted in its entirety and the following inserted in lieu thereof to address the Association's ability, acting through its Board of Directors, to levy fines against an individual Lot Owner responsible for violations of the Declaration, Articles of Incorporation, By-Laws and/or Rules and Regulations as adopted and as amended from time to time (the "governing documents").

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) adopt and publish reasonable rules and regulations governing the use of the Lots, the Common Areas and the Open Space, including the improvements and amenities located thereon, and the personal conduct of the members and their guests thereon. The Board shall further have the power to establish penalties, including fines, and enforce by legal means the provisions of the governing documents of the Association and to bring enforcement proceedings on behalf of or against the Members concerning violations of the governing documents of the Association. In the event the Association prevails in the enforcement proceedings, the Member shall be responsible for attorneys fees and costs relating to the enforcement incurred by the Association. Such means of enforcement may include the following:
 - (i) removal or abatement of a violation pursuant to Article VII, Section 13 of the Declaration;
 - (ii) the right to fine, after notice of violation and an opportunity to be heard at a closed session of the Board of Directors on the violation and the proposed fine, which fine, if imposed, may be collected like Assessments pursuant to Article VI of the Declaration; and the right to establish a Violation and Fine Policy, the first such Policy being adopted in the form attached hereto as Exhibit A; and
 - (iii) the right to institute legal proceedings before a court of competent jurisdiction, mediator or arbitrator or arbitration panel.

2. All terms as used in this Amendment shall have the meaning ascribed to them in the Declaration or in the By-Laws.

3. Except as amended hereby, all other provisions of the By-Laws shall remain in full force and effect, as if this Amendment had not been made.

IN WITNESS WHEREOF, the President and the Secretary of the Board of Directors of HUNT VALLEY STATION HOMEOWNERS ASSOCIATION, INC., hereby certify that the foregoing Amendment to By-Laws was approved by the Members having the requisite vote at the meeting held on April 16th, 2008.

ATTEST:

HUNT VALLEY STATION HOMEOWNERS ASSOCIATION, INC.

William Engel, Secretary

By: Thomas D.B. Graff 4-23-08, President

STATE OF MARYLAND

to wit:

COUNTY OF BALTIMORE

I HEREBY CERTIFY, that on this 18 day of JUNE, 2008, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared WILLIAM ENGEL THOMAS GRAFF, who acknowledged that he/she is the Secretary and President, respectively, of the Board of Directors of HUNT VALLEY STATION HOMEOWNERS ASSOCIATION, INC. and that he/she, as Secretary, and President, being authorized so to do, executed the foregoing instrument herein contained by signing for the Association by himself/herself as Secretary and President, respectively.

AS WITNESS, I have hereunto set my hand and Notarial Seal.

My Commission Expires February 15, 2009

Gail S. Nesmitte

NOTARY PUBLIC

My Commission Expires:

My Commission Expires February 15, 2009

HUNT VALLEY STATION HOMEOWNERS' ASSOCIATION, INC.

BY-LAWS

ARTICLE I

NAME AND LOCATION

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

ARTICLE II

DEFINITIONS

Section 1. The terms "Association", "Common Area", "Open Area", "Community Facilities", "Lots", "Owner" and "Property" as used in these By-Laws shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions relating to Hunt Valley Station Homeowners' Association, Inc. dated June 28th, 1988, and recorded among the Land Records of Baltimore County in Liber S.M. No. 7922, folio 766 (the "Declaration").

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

ARTICLE III

MEETING OF MEMBERS

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

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

Section 3. Notice of Meeting. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of the notice, postage prepaid, not less than fifteen (15) nor more than sixty (60) days before the meeting, to each Member, addressed to the Member's address last appearing on the books of the Association, or supplied by the Member to the Association for the purpose of notice. The notice shall specify the place, day and hour of the meeting. In the case of a special meeting, the notice shall state the purpose of the meeting.

State Department of
Assessments & Taxation
for Baltimore County

AGRICULTURAL TRANSF. TAX
NOT APPLICABLE

DATE 8/10/88
BY Ryz

DATE 8/10/88
BY Ryz

DATE 8/10/88
BY Ryz

39.00
27.00
#70652 0002 R02 T10:
08/10/88

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

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

ARTICLE IV

BOARD OF DIRECTORS: SELECTION:

TERM OF OFFICE

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

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

Section 3. Removal. Any director, other than a Charter Director, may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal, pursuant to these By-Laws, of a director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

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

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination of Directors for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors,

and two or more other persons. The Nominating Committee shall be appointed by the President of the Association prior to each annual meeting of the Members, to serve until the close of the annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations may be made from among Members or non-Members.

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

ARTICLE VI

MEETINGS OF DIRECTORS

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

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

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

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

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

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the

Members by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration; and

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

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

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

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

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

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

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

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

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

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

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

(g) cause the Common and Open Areas and Community Facilities to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

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

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors, and thereafter at the meeting of the Board of Directors following each annual meeting of the Members.

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

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

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

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

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

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

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

VICE PRESIDENT. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and exercise and discharge such other duties as may be required of him by the Board. The Vice President shall likewise have authority to sign all leases, mortgages, deeds and other written instruments.

SECRETARY. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate

current records showing the Members of the Association together with their addresses; and perform such other duties as required by the Board.

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

ARTICLE IX

COMMITTEES

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

ARTICLE X

BOOKS AND RECORDS

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

ARTICLE XI

ASSESSMENTS

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

ARTICLE XII

AMENDMENTS

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

unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of these By-Laws, all as from time to time amended or supplemented.

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

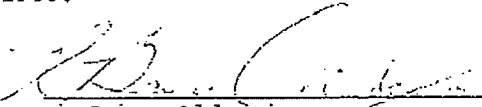
Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and the Articles or these By-Laws, the Declaration shall control.

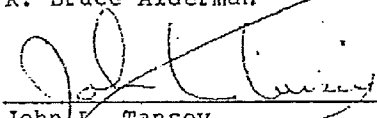
ARTICLE XIII

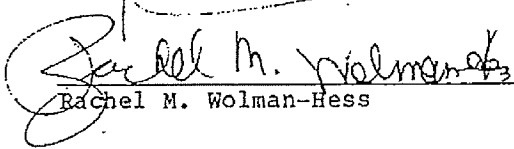
MISCELLANEOUS

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation and end on December 31st of that year.

IN WITNESS WHEREOF, we, being all of the Directors of Hunt Valley Station Homeowners' Association, Inc., have hereunto set our hands and seals this 27th day of July, 1988.

 (SEAL)
R. Bruce Alderman

 (SEAL)
John E. Tansey

 (SEAL)
Rachel M. Wolman-Hess

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

4/26/88:1005J

Section 2 - Term of Office:

A. The directors shall be divided into three (3) classes, with respect to the time for which they shall severally hold office as follows:

First Class - not less than one (1) nor more than Two (2)
Directors- One year term

Second Class- not less than one (1) nor more than three
(3) Directors - Two Year Term

Third Class - not less than one (1) nor more than two
(2) Directors - Three Year Term

Directors of the first class shall hold office for one year or until the first annual election following their election; directors of the second class shall hold office for two (2) years or until the second annual election following their elections; and directors of the third class shall hold office for three (3) years or until the third annual election following their elections; and in each case, until their successors to the class of directors whose term shall expire at that time shall be elected to hold office so that the term of office of one class of directors shall expire in each year. Each director elected shall hold office until his successor shall be elected and shall qualify.

B. Newly created directorships resulting from any increase in authorized number of directors or any vacancies in the Board of Directors resulting from the death, resignation, retirement, disqualification, removal from office, abandonment of office or other cause shall be filled by a majority of the remaining directors, though less than a quorum, and the director so chosen shall hold office for a term expiring at the next annual meeting of stockholders at which a successor shall be elected and shall qualify.

Section 3 - Removal and Declaring Board Vacancy: Any director may be removed from the board with or without a cause by a majority vote of the members of the Association. In the event of death, resignation or removal pursuant to these By-Laws of a director, his successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his predecessor. Further, in the event a Director shall be unwilling or unable to perform the duties of a Director as provided in these By-laws, the Articles of Incorporation, or the Covenants, as presumptively shown by such Director's absence from four (4) consecutive duly called meetings of the Board, the remaining members of the Board shall be authorized to declare the Board position as abandoned and vacant.

Section 4 - Compensation: No director shall receive direct compensation for any service he may render to the Association as a director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties. Further, nothing provided for herein shall prohibit a contract or other transaction, provided the provisions of the Annotated Code of Maryland, Corporations and Associations Article, Section 2-419 as amended by time to time shall have been complied with.

Section 5 - Action Taken Without a Meeting: The director shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

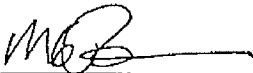
Section 6 - Meeting by Conference Telephone: Members of the Board of Directors may participate in a meeting by means of a conference telephone or similar communications equipment if all persons participating in the meeting can hear and speak to each other at the same time. Participation in a meeting by these means constitutes presence in person at a meeting.

FOURTH: The By-Laws are hereby amended by adding thereto the following new Article XIV:

" ARTICLE XIV: EXPRESSED PROHIBITION OF FAMILY
DAY CARE HOMES

The use by a member of the Association or by such members' tenant of a residential lot as a family day care home, defined in the Maryland Homeowners' Association Act is expressly prohibited. This prohibition may be eliminated and family day care homes as so defined may be approved by a simple majority of the total eligible voters of the Association under the voting procedures contained in the Declaration or By-Laws of the Association."

IN WITNESS WHEREOF, we, being all of the directors of
Hunt Valley Station Homeowners' Association, Inc. have
hereunto set our hands and seals this _____ day of Sept
_____, 1992.



HUNT VALLEY STATION HOMEOWNERS' ASSOCIATION, INC.

ARTICLES OF AMENDMENT

Hunt Valley Station Homeowners' Association, Inc. having its principal office at P.O. Box 193, 115 Wright Avenue, Hunt Valley, Maryland 21030 (hereinafter referred to as the "Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland (the "Department") that:

FIRST: The Charter of the Corporation is hereby amended by striking in their entirety Articles II and III and substituting in lieu thereof the following:

"
ARTICLE II

The principal office of the Association is located at P.O. Box 193, 115 Wight Avenue, Hunt Valley, Maryland 21030-0193.

ARTICLE III

The name and post office address of the Resident Agent of the Corporation in the state is C. William Clark, Esquire, Suite 404, 30 East Padonia Road, Timonium, Maryland 21093. Said Resident Agent is an individual actually residing in this state."

SECOND: The Charter of the Corporation is hereby further amended by striking from Article VIII the following:

"The affairs of this Association shall be managed by a board of three (3) directors who need not be members of the Association. The number of directors may be changed by amendment of the by-laws of the Association."

and inserting in lieu thereof the following:

"The affairs of this Association shall be managed by a board of three (3) directors, which number may be increased or decreased pursuant to the by-laws of the Corporation which number may be increased or decreased pursuant to the by-laws of the Corporation, but shall never be less than three (3). All directors shall be members of the Association."

THIRD: The Charter of the Corporation is hereby further amended by adding thereto the following new Article XII:

"
ARTICLE XII: INDEMNIFICATION

1. As used in this Article XII, any word or words that are

defined in Section 2-408 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time to time (the "Indemnification Section") shall have the same meaning as provided in the Indemnification Section.

2. The Corporation may, as determined by the Board of Directors of the Corporation, indemnify and advance expenses to a director, officer, employee or agent in connection with the proceeding to the extent permitted by and in accordance with the Indemnification Section.

3. No director or officer of the Association shall be liable to the Association or to its members for money damages except (1) to the extent it is proved that such director or officer actually received an improper benefit of profit in money, property or services, for the amount of the benefit or profit in money or property or services actually received or (2) to the extent a judgment or other final adjudication adverse to such director or officer is entered in a proceeding based on a finding in a proceeding that such directors' or officers' action or failure to act was (a) the result of active or deliberate dishonesty or (b) intentionally wrongful, willful or malicious in each such case, was material to the cause of action adjudicated in the proceeding."

FOURTH: By written informal action unanimously taken by the Board of Directors of the Association, pursuant to and in accordance with Section 2-408(c) of the Corporations and Associations Article of the Annotated Code of Maryland, the Board of Directors of the Association duly advised the foregoing amendments, and by formal action taken by the members of the Association at a special meeting of the Association, duly approved said amendments in accordance with Section 2-506 of the Corporations and Associations Article of the Annotated Code of Maryland, the member of the Association duly approve said amendments.


IN WITNESS WHEREOF, Hunt Valley Stations Homeowners' Association, Inc. has caused these presents to be signed in its name and on its behalf by its President and its corporate seal to be hereunder affixed and attested by its secretary on this 1 day of OCT., 1992, and its President acknowledges that these Articles of Amendment are the act and deed of Hunt Valley Station Homeowners' Association, Inc., and under penalties of perjury that the matters in fact set forth herein with respect to authorization and approval, are true in all material respects to the best of his knowledge, information and belief.

Attest:



Hunt Valley Station Homeowners' Association, Inc.

By:


Michael G. Rinn
President

Declaration-CCRs
Hunt Valley Station Homeowners Association Inc.

LAW OFFICE OF CYNTHIA HITT KENT, LLC

10 Crossroads Drive, Suite 107 • Owings Mills, Maryland 21117
Telephone 410 363 9600 • Facsimile 410 363 9601

COPY

June 10, 2011

Re-sent 6/20/11

Clerk, Circuit Court of Maryland
for Baltimore County
401 Bosley Avenue
Towson, Maryland 21204
Attention: HOA Depository

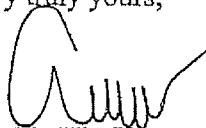
Re: **DOCUMENTS TO BE RECORDED**
HOA DEPOSITORY
Hunt Valley Station Homeowners Association, Inc.
File No. 2139.001

Dear Clerk:

Enclosed please find ^{three} ~~two~~ Amendments to the By-Laws for the above referenced homeowners association for filing in the Depository. Also enclosed is a check in the amount of \$35.00 which represents the costs associated with filing.

Thank you for your assistance in this matter. Please do not hesitate to contact the undersigned if you should have any questions.

Very truly yours,


Cynthia Hitt Kent

CHK

Enclosures

cc: American Community Management, Inc.

COPY

HUNT VALLEY STATION HOMEOWNERS' ASSOCIATION, INC.

AMENDED BY-LAWS

Hunt Valley Station Homeowners' Association, Inc. (the "Association") hereby amends the By-Laws as follows:

FIRST: By deleting in its entirety Article III, Section 3, "Notice of Meeting" and substituting in lieu thereof the following:

"Section 3 - Notice of Meeting: Notice of all meetings of members shall be in writing and shall state the place, date and hour of the meeting. Notice of all Special Meetings shall further state the purpose or purposes for which the meeting is called. Notice of any meeting shall be given by or at the direction of the secretary or person authorized to call the meeting by either (i) personal delivery of the notice or (ii) by mailing a copy of the notice postage prepaid not less than fifteen (15), no more than sixty (60) days to the members addresses last appearing in the books of the Association or supplied by the members of the Association for the purpose of notice. Notices given by personal delivery shall be sufficient to deliver written notice of the meeting to the improvements upon the lot of the member and causing notice of the meeting to be published at least once in a newspaper of general circulation in the County of the principal office of the Association."

SECOND: By adding the following new Section 6 "Suspension of Voting Privileges" to Article III:

"Section 6 - Suspension of Voting Privileges: The right of any member of the Association to cast votes at any meeting shall be suspended during any period in which the member is in default in the payment of any assessment levied by the Association, such default to be determined by the Treasurer of the Association."

THIRD: The By-Laws of the Corporation are hereby further amended by striking in their entirety Sections 1, 2, 3, 4 and 5 of Article IV and substituting in lieu thereof the following:

ARTICLE IV: BOARD OF DIRECTORS SELECTION
TERM OF OFFICE

Section 1: The affairs of this Association shall be managed by a Board of not less than three (3) nor more than six (6) directors. The exact number of directors and the respective number of each class of Directors, shall be fixed from time to time by the Board of Directors pursuant to resolution adopted by a majority of the entire Board of Directors. All directors shall be members of the Association.

Section 2 - Term of Office:

A. The directors shall be divided into three (3) classes, with respect to the time for which they shall severally hold office as follows:

First Class - not less than one (1) nor more than Two (2)
Directors- One year term

Second Class- not less than one (1) nor more than three
(3) Directors - Two Year Term

Third Class - not less than one (1) nor more than two
(2) Directors - Three Year Term

Directors of the first class shall hold office for one year or until the first annual election following their election; directors of the second class shall hold office for two (2) years or until the second annual election following their elections; and directors of the third class shall hold office for three (3) years or until the third annual election following their elections; and in each case, until their successors to the class of directors whose term shall expire at that time shall be elected to hold office so that the term of office of one class of directors shall expire in each year. Each director elected shall hold office until his successor shall be elected and shall qualify.

B. Newly created directorships resulting from any increase in authorized number of directors or any vacancies in the Board of Directors resulting from the death, resignation, retirement, disqualification, removal from office, abandonment of office or other cause shall be filled by a majority of the remaining directors, though less than a quorum, and the director so chosen shall hold office for a term expiring at the next annual meeting of stockholders at which a successor shall be elected and shall qualify.

Section 3 - Removal and Declaring Board Vacancy: Any director may be removed from the board with or without a cause by a majority vote of the members of the Association. In the event of death, resignation or removal pursuant to these By-Laws of a director, his successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his predecessor. Further, in the event a Director shall be unwilling or unable to perform the duties of a Director as provided in these By-laws, the Articles of Incorporation, or the Covenants, as presumptively shown by such Director's absence from four (4) consecutive duly called meetings of the Board, the remaining members of the Board shall be authorized to declare the Board position as abandoned and vacant.

Section 4 - Compensation: No director shall receive direct compensation for any service he may render to the Association as a director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties. Further, nothing provided for herein shall prohibit a contract or other transaction, provided the provisions of the Annotated Code of Maryland, Corporations and Associations Article, Section 2-419 as amended by time to time shall have been complied with.

Section 5 - Action Taken Without a Meeting: The director shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 6 - Meeting by Conference Telephone: Members of the Board of Directors may participate in a meeting by means of a conference telephone or similar communications equipment if all persons participating in the meeting can hear and speak to each other at the same time. Participation in a meeting by these means constitutes presence in person at a meeting.

FOURTH: The By-Laws are hereby amended by adding thereto the following new Article XIV:

" ARTICLE XIV: EXPRESSED PROHIBITION OF FAMILY
DAY CARE HOMES

The use by a member of the Association or by such members' tenant of a residential lot as a family day care home, defined in the Maryland Homeowners' Association Act is expressly prohibited. This prohibition may be eliminated and family day care homes as so defined may be approved by a simple majority of the total eligible voters of the Association under the voting procedures contained in the Declaration or By-Laws of the Association."

IN WITNESS WHEREOF, we, being all of the directors of
Hunt Valley Station Homeowners' Association, Inc. have
hereunto set our hands and seals this _____ day of Sept
_____, 1992.

MB

COPY

AMENDMENT TO BY-LAWS OF
HUNT VALLEY STATION HOMEOWNERS ASSOCIATION, INC.

THIS AMENDMENT TO BY-LAWS OF HUNT VALLEY STATION HOMEOWNERS ASSOCIATION, INC. (this "Amendment"), made as of the 16th day of April, 2008.

WHEREAS, the Members of the Association on the 16th day of April, 2008, at an duly called and held membership meeting of the Association, by requisite vote of the Members, resolved to and did amend the By-Laws as follows:

1. Article VII, Section I, (a) is hereby deleted in its entirety and the following inserted in lieu thereof to address the Association's ability, acting through its Board of Directors, to levy fines against an individual Lot Owner responsible for violations of the Declaration, Articles of Incorporation, By-Laws and/or Rules and Regulations as adopted and as amended from time to time (the "governing documents").

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) adopt and publish reasonable rules and regulations governing the use of the Lots, the Common Areas and the Open Space, including the improvements and amenities located thereon, and the personal conduct of the members and their guests thereon. The Board shall further have the power to establish penalties, including fines, and enforce by legal means the provisions of the governing documents of the Association and to bring enforcement proceedings on behalf of or against the Members concerning violations of the governing documents of the Association. In the event the Association prevails in the enforcement proceedings, the Member shall be responsible for attorneys fees and costs relating to the enforcement incurred by the Association. Such means of enforcement may include the following:
 - (i) removal or abatement of a violation pursuant to Article VII, Section 13 of the Declaration;
 - (ii) the right to fine, after notice of violation and an opportunity to be heard at a closed session of the Board of Directors on the violation and the proposed fine, which fine, if imposed, may be collected like Assessments pursuant to Article VI of the Declaration; and the right to establish a Violation and Fine Policy, the first such Policy being adopted in the form attached hereto as Exhibit A; and
 - (iii) the right to institute legal proceedings before a court of competent jurisdiction, mediator or arbitrator or arbitration panel.

2. All terms as used in this Amendment shall have the meaning ascribed to them in the Declaration or in the By-Laws.

3. Except as amended hereby, all other provisions of the By-Laws shall remain in full force and effect, as if this Amendment had not been made.

IN WITNESS WHEREOF, the President and the Secretary of the Board of Directors of HUNT VALLEY STATION HOMEOWNERS ASSOCIATION, INC., hereby certify that the foregoing Amendment to By-Laws was approved by the Members having the requisite vote at the meeting held on April 16th, 2008.

ATTEST:

HUNT VALLEY STATION HOMEOWNERS ASSOCIATION, INC.

[Signature]
Secretary

By: [Signature] 4-25-08
THOMAS D. E. GRAFT, President

STATE OF MARYLAND

to wit:

COUNTY OF BALTIMORE

I HEREBY CERTIFY, that on this 18 day of JUNE, 2008, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared WILLIAM ENGEL THOMAS GRAFF, who acknowledged that he/she is the Secretary and President, respectively, of the Board of Directors of HUNT VALLEY STATION HOMEOWNERS ASSOCIATION, INC. and that he/she, as Secretary, and President, being authorized so to do, executed the foregoing instrument herein contained by signing for the Association by himself/herself as Secretary and President, respectively.

AS WITNESS, I have hereunto set my hand and Notarial Seal.

My Commission Expires
February 15, 2009

[Signature]

NOTARY PUBLIC

My Commission Expires:

My Commission Expires
February 15, 2009

Hunt Valley Station Homeowners Association, Inc.

VIOLATION AND FINE POLICY

1. First Notice of Violation: The homeowner will receive a notice of violation by regular mail. The notice of violation will inform the homeowner of a reasonable deadline (usually 15 to 30 days after the issuance of the notice of violation) for the correction of the violation.
2. Second Notice of Violation: After deadline has passed and the property or situation is still in violation, a second notice of violation will be sent by certified mail setting and additional deadline and stating a date, time and place for the homeowner of a violation hearing with the Board of Directors to discuss the matter.
3. Hearing before the Board: At the hearing, a quorum of the Board of Directors must be present and the hearing will be conducted in closed session. The homeowner will be allowed to present their case before the Board of Directors. The Board of Directors will determine if a violation or violations exist and if so, should a fine or fines be imposed. The homeowner will be notified of the Board's decision by regular mail within 10 business days.
 - a. If the homeowner does not appear before the Board, the Board may still proceed with the hearing and establish a fine or fines.
 - b. If the Board decides that there is no violation or violations, or if the violation or violations have been corrected, all enforcement action against them will stop.
 - c. If the Board decides that there is a violation or violations, the homeowner will have 15 days from the date of the decision notice to correct the problem. If, after the 15 day deadline, the violation still exists, a fine of up to \$5.00 per day or up to \$100.00 per month will be assessed. Each day the violation exists may be subject to a separate per diem fine.
 - d. If the violation is repeated, a fine of up to \$5.00 per day or up to \$100.00 per month will be assessed, without the necessity of another Board hearing until the violation is corrected.
 - e. After a finding by the Board of Directors that a violation or violations exist, the homeowner's voting rights and community

privileges will be automatically suspended until the violation is corrected.

- f. The fines will be invoiced to the owner by the management company and shall be due and payable upon receipt of the invoice. If the fine(s) are not paid within 30 days of the date of the invoice, the fine will be added to the homeowners assessment account and will be subject to collection in the same manner as the collection of regular assessments pursuant to the Declaration of Covenants, Conditions and Restrictions.

HOW TO REPORT A VIOLATION

Homeowners may report violations to the Board of Directors by mailing or emailing a written complaint to the Association's property management company. The complaint should include the time, date and description of the violation. For immediate action on violations that are also subject to local or state laws (noise, commercial vehicle parking, pet droppings, etc.) the local authorities should be contacted. If the complaint concerns a criminal matter, the police should be contacted first. Homeowners should not expect the Association or the management company to provide security or to address criminal activity as these matters are handled by the police.

HUNT VALLEY STATION HOMEOWNERS ASSOCIATION, INC.

COPY

AMENDMENT TO THE BY-LAWS, ARTICLE IV, DIRECTORS, SECTIONS 1, 2, 5 and 6

REGARDING BOARD SIZE, ELECTIONS AND TERMS

WHEREAS, at a Special Meeting of the Owners of the Hunt Valley Station Homeowners Association, Inc., held on June 15, 2011 at the Cockeysville Library in Cockeysville, Maryland at 7:00PM, where a quorum of the owners were present, the owners did vote on and approve an Amendment to the By-Laws as set forth below.

Article IV, Sections 1, 2, 5, and 6 of the By-Laws are amended as follows:

1. Article IV, Section 1 is hereby deleted and the following inserted in lieu thereof:

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors consisting of an odd number of no less than three (3) and a maximum of seven (7), which number may be increased or decreased by a resolution of the Board of Directors; provided however, no such change shall operate to curtail or extend the term of any incumbent Director. The Directors whose terms are expiring shall be elected at the annual meeting of the Members. If the Board is increased by a resolution of the Board of Directors in between annual meetings, the additional Directors will be elected at a special meeting of the Owners called by the Board of Directors. The Owners shall also establish the staggered terms of the additional Directors so elected.

2. Article IV, Section 2 is hereby deleted and the following inserted in lieu thereof:

Section 2. Term of Office. There shall be no limit on the number of terms, consecutive or otherwise, served by a person on the Board of Directors. Directors shall be elected to serve a term of three (3) years. It is the intent of this section that the terms of the Directors shall be staggered and in order to accomplish same, the sitting Directors may, by resolution adopted at any duly called Board meeting between annual meetings resolve to fix the term for each Director elected at one (1) year, two (2) year or three (3) year terms in order to accomplish the staggered terms. At the next annual meeting or subsequent annual meeting of the Members, the terms of any additional Directors shall be established by the highest vote getter(s) having a three (3) year term, the next highest vote getter(s) having a two (2) year term and the lowest vote getter(s) having a one (1) year term with any adjustments required being put to a majority vote of the membership present and voting. Once the staggered terms are established, each Director thereafter shall be elected for a three (3) year term. Directors shall hold office until their successors have been duly elected and qualified.

3. Article IV, Section 5. Action without a Meeting and Section 6. Meeting by Conference Telephone shall be eliminated as the Maryland Homeowners Association Act requires that all meetings of the Association, the Board of Directors and Committees be open to all Members of the Association.

HUNT VALLEY STATION HOMEOWNERS' ASSOCIATION, INC.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 28th day of June, 1988, by FAUST HOMES, INC., a Maryland Corporation (hereinafter referred to as the "Declarant"), GORDON DeGEORGE and THOMAS M. SCOTT, III, Trustees (hereinafter referred to as the "Trustees"), and SIGNET BANK, (hereinafter referred to as the "Bank").

C R/C F 07

WITNESSETH:

DECLAR
SM CLERK

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

AS 7382 COOI RQ. 11
07/2

WHEREAS, the Trustees are the Trustees of a Deed of Trust (the "Deed of Trust") on the property from the Declarant dated April 28, 1988, and recorded among the Land Records of Baltimore County in Liber S.M. No. 7817, folio 196. The Bank is the holder of a Deed of Trust Note securing said Deed of Trust. The Trustees and Bank are joining in this Declaration for the sole purposes set forth in Article XIII, Section 11 hereof; and

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

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

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

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

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

94
AGRICULTURAL TRANSFER TAX
NOT APPLICABLE
SIGNATURE JK DATE 7-21-88

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Baltimore County
JK 7-21-88
Date

TRANSFER TAX NOT REQUIRED
BALTIMORE COUNTY, MARYLAND
Per [Signature]
Authorized Signature
Date 7-21-88 Sec. 11-85

ARTICLE I

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

(a) "Association" shall mean and refer to Hunt Valley Station Homeowners' Association, Inc., and its successors and assigns.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

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

ARTICLE III

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

(a) With the exception of the Declarant, every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who is a record owner of a fee interest in any lot which is part of the premises described in Article II of this Declaration, or which otherwise becomes subject by the covenants set forth in this Declaration to assessment by the Association, shall be a Class A member of the Association; provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity who holds such interest solely as security for the performance of an obligation shall not be a Class A member solely on account of such interest. Each Class A member shall be entitled to one (1) vote for each lot in which such member holds the interest required for Class A membership.

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

- (i) the date on which the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (ii) on January 1, 1994; or
- (iii) upon the surrender of said Class B memberships by the then holder thereof for cancellation on the books of the Association; or
- (iv) at any time the membership of said Class B shall elect to terminate their membership.

ARTICLE IV

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

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

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

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

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

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

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

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

Section 3. Limitations.

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

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

ARTICLE V

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. Reserves for Replacements. The Association may establish and maintain a reserve fund for repairs and replacements of the common and open areas by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of

the Association and may be deposited with any banking institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America.

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

ARTICLE VI

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

Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors, bear interest at a rate not to exceed the maximum legal rate permitted from time to time in the State of Maryland, and may, by resolution of the Board of Directors, subject the member obligated to pay the same to the payment of such penalty or "late charge" as the Board may fix, and the Association may bring an action at law against the member personally obligated to pay the same, or foreclose on the lien against the lot or lots then belonging to said member, in the manner now or hereafter provided for the foreclosure of mortgages, deeds of trust or other liens on real property in the State of Maryland containing a power of sale and consent to a decree, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, in either of which events interest, costs and reasonable attorneys' fees of not less than twenty percent (20%) of the sum claimed shall be added to the amount of each assessment.

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

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

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

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

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

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

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

Notwithstanding any other provision of this Declaration to the contrary, the lien of any assessment levied pursuant to this Declaration upon any lot, as in this Article provided, shall be subordinate to the lien of any deed of trust, mortgage or other encumbrance; provided, however, that such subordination shall apply only to assessments and installments thereof, which have become due and payable prior to a sale or transfer of the lot pursuant to a foreclosure of such deed of trust, mortgage or other encumbrance, or any deed, assignment or other proceeding or arrangement in lieu of foreclosure. Any holder of any deed of trust, mortgage or other encumbrance duly recorded on the lot and made in good faith and for value received who comes into possession of the lot pursuant to a foreclosure of such deed of trust, mortgage or other encumbrance, or any deed, assignment or other proceeding or foreclosure sale, shall take the lot free of any claims for unpaid maintenance assessments levied against the lot which accrue prior to the time such holder comes into possession of the lot or prior to the foreclosure sale, except for claims for a proportionate share of such unpaid maintenance assessments among the lots upon the Property. Such foreclosure, deed, assignment or other proceeding or arrangement in lieu of foreclosure shall not, however, relieve the purchaser at any foreclosure sale from any liability for any maintenance assessments thereafter becoming due, or from the lien herein created to secure the payments of such maintenance assessments, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

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

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

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

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

ARTICLE VII

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

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

Section 2. Architectural Review Committee - Operation. The Board of Directors shall appoint an Architectural Review Committee. The Architectural Review Committee shall be composed of three (3) or more natural persons initially designated by the Declarant for the first five (5) years of the Association. Thereafter, the Association may change the membership upon the requisite affirmative votes. The affirmative vote of a majority of the members of the Architectural Review Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

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

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

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

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

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

Section 5. Rules and Regulations, Etc. The Architectural Review Committee may from time to time adopt and promulgate such rules and regulations regarding the Form and content of plans and specifications to be submitted for approval and may publish and record such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details, fences, colors, set-backs, materials and other matters relative to architectural control and the protection of the environment, as

it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The Architectural Review Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decision of the Architectural Review Committee shall be final.

Section 6. Prohibited Use and Nuisances. Except for the activities of the Declarant during the construction or development of the community, or except with the prior written approval of the Board of Directors of the Association or the Architectural Review Committee, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the common and open areas:

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

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

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

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

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

(f) The maintenance, keeping, boarding or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any lot or within any dwelling, except that this shall not prohibit the keeping of dogs, cats or caged birds as domestic pets

provided they are not kept, bred or maintained for commercial purposes and, provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other members. The Board of Directors or, upon resolution of the Board of Directors, the Architectural Review Committee, shall have the authority, after hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other members, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. Pets shall not be permitted upon the common and open areas unless accompanied by a responsible person and unless they are carried or leashed. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate.

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

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

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

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

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

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

(m) During the first three (3) years of the Association, except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional sign or signs as may be maintained by the Declarant, or the Declarant's Realtor, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any lot or dwelling. The provisions and

limitations of this subsection shall not apply to any institutional first mortgagee of any lot who comes into possession of the lot by reason of any remedies provided by law or in such mortgage or as a result of any proceeding, arrangement, assignment or deed in lieu of foreclosure.

(n) No structure, planting or other material shall be placed or permitted to remain upon any lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels.

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

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

Section 7. Exterior Modifications: Excepting wreaths on an owner's door, all exterior changes, including lighting and paint color, to all dwellings shall be prohibited without first obtaining the consent, in writing, of the Architectural Review Committee and the Association, in accordance with this Article VII.

Section 8. Maintenance. The Association shall be responsible for the maintenance of all common and open areas as shown on the Record Plats recorded against this Property. The Association shall not be responsible for maintenance of roofs or any interior items.

Section 9. Residential Use/Leasing. All dwellings shall be used for private residential purposes exclusively. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant from the use of any lot or dwelling for promotional or display purposes, or as "model homes", a sales office, or the like.

Section 10. Lease Agreements. All lease agreements shall be in writing and submitted to the Board of Directors for approval. The minimum term of all lease agreements shall be one (1) year, and shall state that the lease-agreement shall be subject to this Declaration.

Section 11. Fences. Any fence constructed upon the Property shall not extend into the front or side yards. Only wood or simulated wood that has proven to be weatherized shall be used.

All plans for fences must have prior written approval of the Architectural Review Committee, in accordance with the provisions of this Declaration. Fences shall be a maximum of four (4) feet high for single-family units and only six (6) feet high for townhome units.

Section 12. House Rules, Etc. There shall be no violation of any rules for the use of the common and open areas or "house rules" or other community rules and regulations not inconsistent with the provisions of this Declaration which may from time to time be adopted by the Board of Directors of the Association and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules.

Section 13. Enforcement - Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the covenants or restrictions contained in this Article shall occur or be maintained upon any

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

ARTICLE VIII

Section 1. Management Agent. The Board of Directors may employ for the Association a management agent or firm or manager (the "Management Agent") at a rate of compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall from time to time authorize in writing. The Management Agent shall perform such duties and services as the Board of Directors shall authorize in writing, including, without limitation:

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

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

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

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

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

Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated, with or

without cause and without the payment of any termination fee, by either party upon thirty (30) days' written notice thereof to the other party. The term of any such management agreement shall not exceed one (1) year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one (1) year periods.

Section 2. Limitation of Liability. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the common and open areas or, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any member for loss or damage, by theft or otherwise, of articles which may be stored upon the common and open areas. No diminution or abatement of assessments, as hereinafter provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common and open areas, or from any action taken by the Association to comply with any of the provisions of this Declaration, or with any law or ordinance, or with the order or directive of any municipal or other governmental authority.

ARTICLE IX

Section 1. Reservation of Easement Rights by the Declarant.

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

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

Section 2. Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such other licenses, easements and rights of way over the common and open areas for sewer lines, water lines, electrical cables, telephone cables, cable television, gas lines, stormwater detention ponds and similar facilities, storm drains, cables, underground conduits and such other purposes related to the provision of utility and similar services to the land and premises as may be considered necessary and appropriate by the Board of Directors of the Association or by the Declarant for the orderly maintenance, preservation and enjoyment of the common and open areas, and for the preservation of the health, safety, convenience and welfare of the members of the Association or the Declarant. The Association shall become a party to an Easement Agreement with Hunters Run Homeowners' Association, Inc. for the use and benefit of the stormwater management facility located on the property of the Hunters Run Homeowners Association, Inc. The Association shall pay fifty-two percent (52%) of the annual cost of maintenance and upkeep for said stormwater maintenance facility.

ARTICLE X

Section 1. Annexation. Additional land within the areas described in Exhibit "B", attached hereto and made a part hereof, may be annexed in whole or in part from time to time by the Declarant, its successors and assigns, without the consent of members within ten (10) years from the date of the recording of this Declaration. The Declarant shall have no obligation to annex any of such land. Other land may be annexed which is not described in Exhibit "B", but only upon the approval of two-thirds (2/3) of the Class A and Class B members voting in person or by proxy at the meeting at which such approval is sought. If any Lot is security for any mortgage or deed of trust insured by the Federal Housing Administration (FHA) or the Veterans Administration (VA), as long as there is a Class B member, the approval of the FHA and/or VA, as the case may be, shall be required prior to the annexation of any additional land. The annexation authorized hereunder shall be made by filing of record, from time to time, one or more Supplemental Declarations of Covenants, Conditions and Restrictions with respect to the additional land, which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such land, which land shall thereupon become part of the Property. Upon the filing of any Supplemental Declaration, Owners of Lots situated on the annexed land shall be subject to the same obligations and entitled to the same privileges, as applied to the Owners of Lots in the initial Property.

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

ARTICLE XI

Section 1. Future Phases. Declarant reserves the right for a period not exceeding ten (10) years from the date of recording of the Declaration to add successive Phases to Hunt Valley Station Homeowners' Association, Inc.

ARTICLE XII

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

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

ARTICLE XIII

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

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

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

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

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

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

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

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

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

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

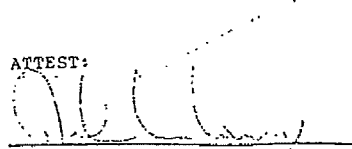
Section 9. Amendment Authority. Anything set forth in Section 2 of this Article to the contrary notwithstanding, the Declarant shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented. However, this unilateral right, power and authority of the Declarant, may be exercised only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the Property or any part thereof or any Lots thereon, for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Administration or any successor agencies approve the Property or any parts thereof or any Lots thereon for federally approved mortgage financing purposes, any further amendments to the Declaration made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval.

Section 10. Captions and Genders. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

Section 11. Trustees and Bank. The Trustees and Bank join herein for the sole purpose of consenting to, and subordinating the Deed of Trust and Deed of Trust Note to the legal operation and effect of this Declaration, reserving, however, the lien and effect of such mortgage on the property described therein, including the easements, reservations, rights and benefits reserved and retained by the Declarant.

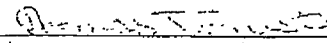
IN WITNESS WHEREOF, the Declarant, Trustees and Bank have caused these presents to be executed in their respective names, on the day and year first above written.

ATTEST:



DECLARANT:

FAUST HOMES, INC.,
A Maryland Corporation

By:  (SEAL)
Thomas J. Faust, President

WITNESS:

[Signature]

TRUSTEES:

[Signature] (SEAL)
Gordon DeGeorge, Trustee

[Signature] (SEAL)
Thomas M. Scott, III, Trustee

ATTEST:

[Signature]

BANK:
SIGNET BANK

By: [Signature]
W. Neil Surowski, Vice President

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 17th day of June, 1988, before me, the undersigned, a Notary Public in and for the State of Maryland, personally appeared THOMAS J. FAUST who acknowledged himself to be President of FAUST HOMES, INC., a body corporate of the State of Maryland, the within named Declarant, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Declaration, and acknowledged that he executed the same for the purposes therein contained as the duly authorized office of said Declarant.

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission expires:
July 1, 1990

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 17th day of June, 1988, before me, the undersigned, a Notary Public in and for the State of Maryland, personally appeared GORDON DeGRORGE and THOMAS M. SCOTT, III, Trustees, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within Declaration, and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission expires:
July 1, 1990

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 24 day of December, 1988, before me, the undersigned, a Notary Public in and for the State of Maryland, personally appeared W. NEIL ZUROWSKI, who acknowledged himself to be the Vice President of SIGNET BANK, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Declaration, and acknowledged that he executed the same for the purposes therein contained as the duly authorized officer of said Bank.

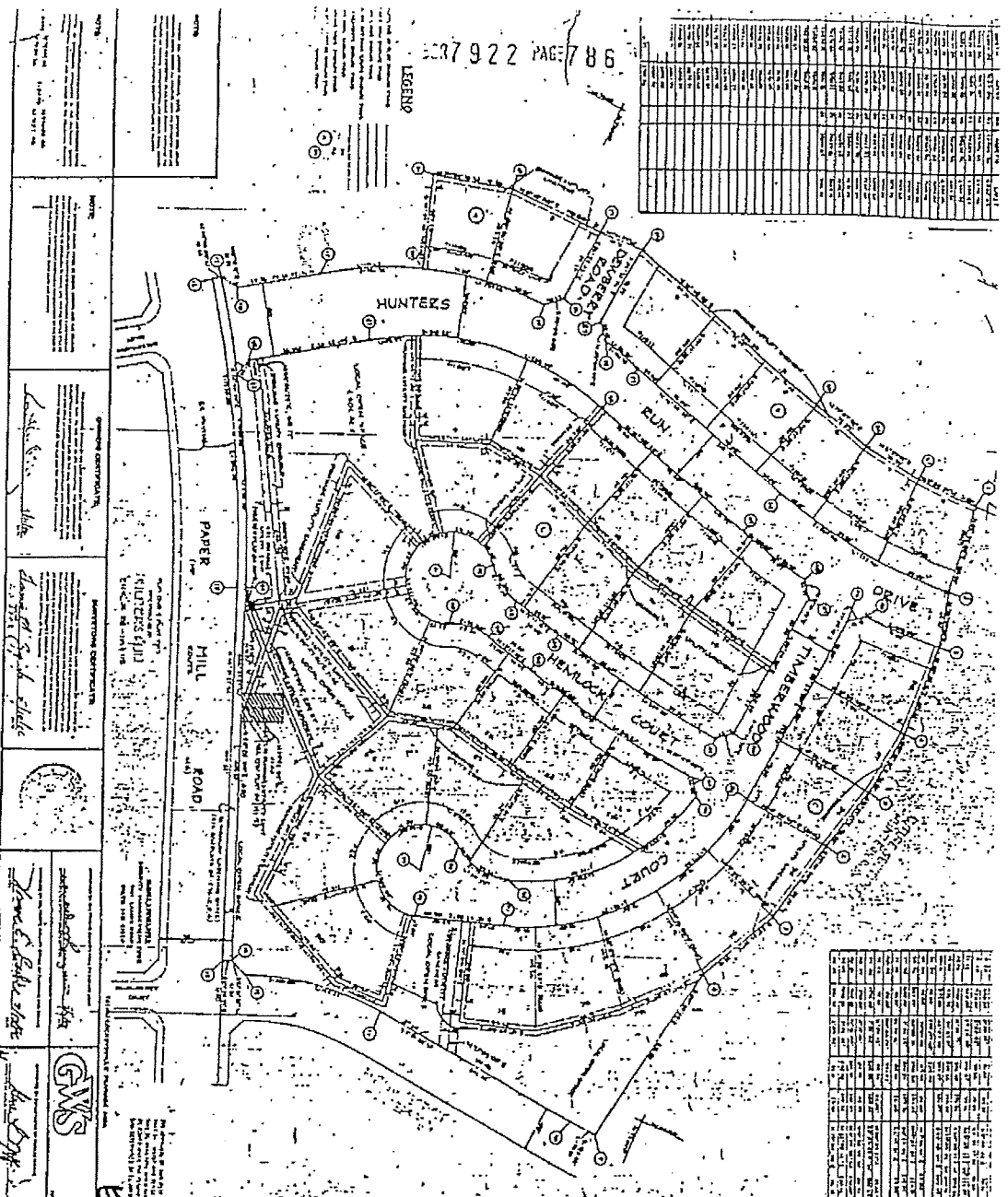
AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission expires:
July 1, 1990

4/25/88:1003J

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EXHIBIT A

HERBIE WILLIAM STEPHENS, JR. AND ASSOCIATES, INC.

11111 HUNTERS HILL ROAD, SUITE 5500, BALTIMORE, MD 21286

Phone: (410) 524-1111

Fax: (410) 524-1112

www.hwsinc.com

GWS

11111 HUNTERS HILL ROAD, SUITE 5500, BALTIMORE, MD 21286

Phone: (410) 524-1111

Fax: (410) 524-1112

www.gwsinc.com

LEGEND

- 1. Proposed new lot lines and dimensions.
- 2. Existing lot lines and dimensions.
- 3. Proposed new easements.
- 4. Existing easements.
- 5. Proposed new utility lines.
- 6. Existing utility lines.
- 7. Proposed new structures.
- 8. Existing structures.
- 9. Proposed new parking areas.
- 10. Existing parking areas.
- 11. Proposed new landscaping.
- 12. Existing landscaping.
- 13. Proposed new signage.
- 14. Existing signage.
- 15. Proposed new fencing.
- 16. Existing fencing.
- 17. Proposed new driveways.
- 18. Existing driveways.
- 19. Proposed new walkways.
- 20. Existing walkways.
- 21. Proposed new ramps.
- 22. Existing ramps.
- 23. Proposed new stairs.
- 24. Existing stairs.
- 25. Proposed new retaining walls.
- 26. Existing retaining walls.
- 27. Proposed new culverts.
- 28. Existing culverts.
- 29. Proposed new bridges.
- 30. Existing bridges.
- 31. Proposed new ditches.
- 32. Existing ditches.
- 33. Proposed new drainage systems.
- 34. Existing drainage systems.
- 35. Proposed new water supply lines.
- 36. Existing water supply lines.
- 37. Proposed new sewer lines.
- 38. Existing sewer lines.
- 39. Proposed new storm water lines.
- 40. Existing storm water lines.
- 41. Proposed new gas lines.
- 42. Existing gas lines.
- 43. Proposed new electric lines.
- 44. Existing electric lines.
- 45. Proposed new telephone lines.
- 46. Existing telephone lines.
- 47. Proposed new cable lines.
- 48. Existing cable lines.
- 49. Proposed new fiber optic lines.
- 50. Existing fiber optic lines.

TABULATION

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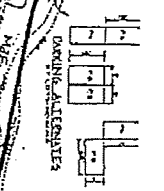
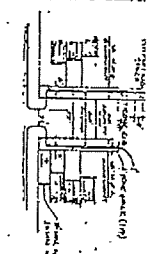
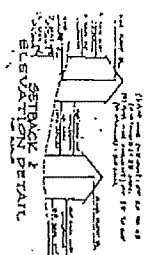
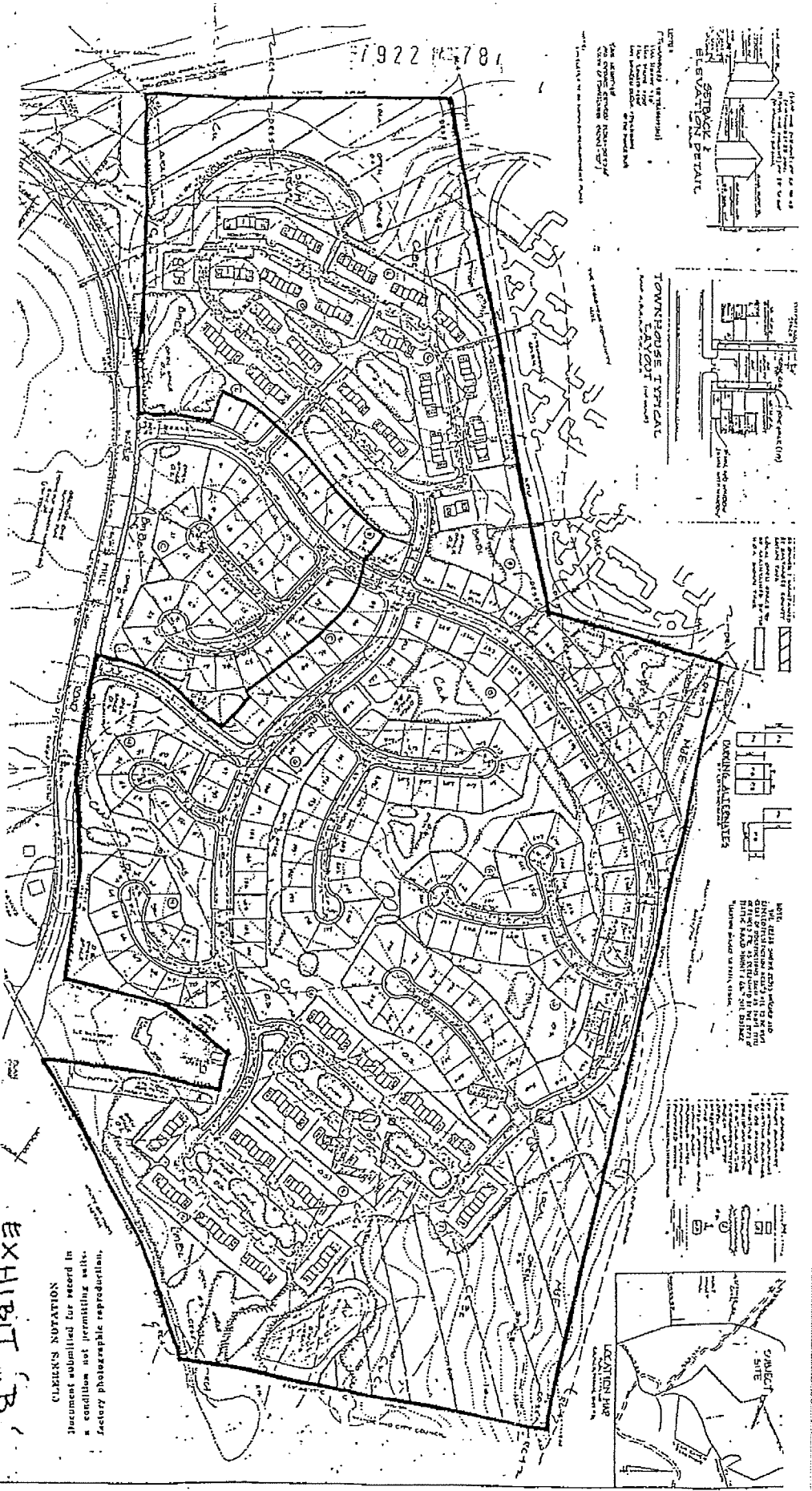
PLEASE RETURN TO:
BAY STATE TITLE COMPANY
 1 EAST REDWOOD STREET
 SUITE 401
 BALTIMORE, MD. 21202
 301-539-5878

CLERK'S NOTATION
 Document submitted for record in
 a condition not permitting sale
 factory photograph reproduction.

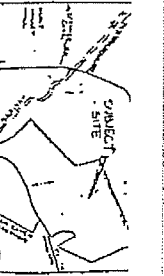
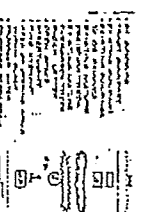
1922 No. 781

EXHIBIT 'B'

CLIENT'S NOTATION
Document submitted for record in
a condition not permitting ver-
factory photographic reproduction.



NOTE:
THE LOTS SHOWN WITHIN THE BOUNDARY OF THE PROJECT ARE TO BE DEVELOPED IN ACCORDANCE WITH THE SUBDIVISION MAP AND THE ZONING ORDINANCES OF THE CITY OF LOS ANGELES. THE LOTS SHOWN WITHIN THE BOUNDARY OF THE PROJECT ARE TO BE DEVELOPED IN ACCORDANCE WITH THE SUBDIVISION MAP AND THE ZONING ORDINANCES OF THE CITY OF LOS ANGELES.



6554/281

HUNT VALLEY STATION HOMEOWNERS' ASSOCIATION, INC.

D RC:F 21:00

RECORD CLERK 21:06

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

#81,363 6022 REC 113:

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 29th day of June, 1990, by: BRUCE ALDERMAN, TRUSTEE ("Alderman") and THE RYLAND GROUP, INC., a body corporate of the State of Maryland, ("Ryland"), ALEX J. GUGGENHEIM and RAYMOND E. SCHLISSLER, Trustees ("Trustees"), and PROVIDENT BANK OF MARYLAND ("Lender").

WITNESSETH:

WHEREAS, Faust Homes, Inc. made, executed and caused to be recorded a Declaration of Covenants, Conditions and Restrictions (the "Declaration") dated the 20th day of June, 1988 and recorded among the Land Records of Baltimore County in Liber S.H. No. 7922, folio 766, et. seq.; and

WHEREAS, Ryland holds fee simple title to Lots Number 07, 100, 110 and 140 as shown on Plat 1, Section IV of Hunters Run dated September 12, 1988 and Plat 2, section IV of Hunters Run dated December 12, 1988; and

WHEREAS, Alderman holds fee simple title to all of the other lots shown on Exhibit A-1, attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to Section 1 of Article X of the Declaration, Faust Homes, Inc. reserved the right to add to the property, additional land within the area described in Exhibit B to the Declaration; and

WHEREAS, pursuant to an Assignment dated June 20th, 1990, Faust Homes, Inc. assigned the right of annexation as set forth in section 1 of Article X of the Declaration to Alderman and Ryland; and

WHEREAS, the Trustees are the Trustees of a Deed of Trust (the "Deed of Trust") on the property from R. Bruce Alderman, Trustee, dated March 2, 1990, and recorded among the Land Records of Baltimore County in Liber S.H. No. 8418, folio 221. The Lender is the holder of a promissory note secured by said Deed of Trust. The Trustees and Lender are joining in this Amendment to Declaration of Covenants, Conditions and Restrictions for the sole purposes set forth herein.

NOW, THEREFORE, the Declarant hereby declares that the Declaration of Covenants, Conditions and Restrictions be amended as follows:

1. All that property described in exhibit A-1 attached hereto is annexed to the property subject to the Declaration, and shall be held, sold and conveyed subject to the covenants, declarations, covenants and conditions set forth in the Declaration, which are for the purpose of protecting the value and desirability, and enhancing the attractiveness of the property, and which shall run with the property and shall be binding upon all parties having any right, title or interest in the property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner of the property or any part thereof and their respective heirs, personal representatives, successors and assigns, and the Association.

2. The Common Area to be owned by the Association at the time of the conveyance of the first lot contained within the property described in Exhibit A-1 attached hereto, is more particularly described on Plat 1, Section IV of Hunters Run dated December 12, 1988, and Plat 2, Section IV of Hunters Run dated December 12, 1988. References to streets and other Common Areas described in the above described Plats, are for reference only, and the streets and Common Areas are intended for use by the Owners for access;

TRANSFER TAX
BALTIMORE COUNTY
Per [Signature]
Date 7-31-90 Sec. 11-55.02

AGRICULTURAL TRANSFER TAX NOT APPLICABLE

SIGNATURE

JR. DATE 7-31-90

RECEIVED FOR TREASURER
State Department of Assessments & Taxation
for Baltimore County

JR. 7-31-90

ingress, egress, recreation and other related activities. The designated areas are not dedicated hereby for use by the general public, but are dedicated for the common use and enjoyment of the Owners as more fully set forth in the Declaration herein.

The Trustees and Lender join herein for the sole purpose of consenting to the legal operation and effect of this Amendment to Declaration of Covenants, Conditions and Restrictions, reserving, however, the lien and effect of each Deed of Trust on the property described in the Deed of Trust including the easements, reservations, rights and benefits reserved and retained by the Declarant.

In all other respects, the Declaration of Covenants, Conditions and Restrictions remains unchanged.

IN WITNESS WHEREOF, R. Bruce Alderman, Trustee, The Ryland Group, Inc., Trustees and Lender have caused these presents to be executed in their respective names, on the day and year first above written.

WITNESS:

Thomas A. Stanton

R. Bruce Alderman (SEAL)
R. Bruce Alderman, Trustee

ATTEST:

THE RYLAND GROUP, INC.

By: John M. Flaherty

WITNESS:

Janine Smith
Janine Smith

TRUSTEES:

Alex. V. Guggenheim (SEAL)
Alex. V. Guggenheim, Trustee
Raymond E. Schliessler (SEAL)
Raymond E. Schliessler, Trustee

LENDER:
PROVIDENT BANK OF MARYLAND

Janine Smith

By: Henry A. Smith

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 27th day of June, 1970, before me, the undersigned, a Notary Public in and for the State of Maryland, personally appeared R. BRUCE ALDERMAN, TRUSTEE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Amendment to Declaration of Covenants, Conditions and Restrictions, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Thomas A. Stanton
Notary Public

My Commission expires:
~~July 1, 1970~~

Sept. 1, 1970

JUN 7 1990

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 29th day of June, 1990, before me, the undersigned, a Notary Public in and for the State of Maryland, personally appeared John Roberts, who acknowledged himself to be the Vice President of THE RYLAND GROUP, INC., a body corporate of the State of Maryland, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Amendment to Declaration of Covenants, Conditions and Restrictions, and acknowledged that he executed the same on behalf of said corporation for the purposes therein contained.

WITNESS my hand and Notarial Seal.



Victoria Hayes
Victoria Hayes
Notary Public

My Commission Expires:
July 1, 1990

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 19th day of June, 1990, before me, the undersigned, a Notary Public in and for the State of Maryland, personally appeared ALEX J. GUGGENHEIM and RAYMOND E. SCHLISLER, the within named Trustee, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within Amendment to Declaration of Covenants, Conditions and Restrictions, and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

John J. Hayes
Notary Public

My Commission Expires:
July 17, 1990 5-1-95
JW

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 19th day of June, 1990, before me, the undersigned, a Notary Public in and for the State of Maryland, personally appeared George C. Clark, who acknowledged himself to be the V.P. of PROVIDENT BANK OF MARYLAND, the within named Lender, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Amendment to Declaration of Covenants, Conditions and Restrictions, and acknowledged that he executed the same for the purposes therein contained as the duly authorized officer of said Lender by signing the name of the Lender by himself as George C. Clark.

WITNESS my hand and Notarial Seal.

John J. Hayes
Notary Public

My Commission Expires:
-July 1, 1990 5-1-95
JW

6/20/90;0089J

EXHIBIT A-1

All those lots shown on Plat 1, Section IV of Hunters Run, dated December 12, 1988 and recorded among the Land Records of Baltimore County in Plat Book S.H. No. 59, Folio 108, being Lots No. 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 104, 105, 106, 107, 108, 109, 110, 140, 141, 142 and 143.

All those lots shown on Plat 2, Section IV of Hunters Run, dated December 12, 1988 and recorded among the Land Records of Baltimore County in Plat Book S.H. No. 59, Folio 109, being Lots No. 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102 and 103.

Colan. Plunkhoff & Wiltrous
210 W. Pennsylvania Ave.
Suite 700
Towson, MD 21204

2

HUNT VALLEY STATION HOMEOWNERS' ASSOCIATION, INC.
AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

C RC/F 13.00
DECLAR 0.
SH CLERK 13.00
MAY 24 0001 R02 T10:1
10/26/9

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 24th day of October, 1990 by FAUST HOMES, INC., a Maryland Corporation (hereinafter referred to as the "Declarant")

W I T N E S S E T H:

WHEREAS, the Declarant made, executed and caused to be recorded a Declaration of Covenants, Conditions and Restrictions (the "Declaration") dated the 28th day of June 1988 and recorded among the Land Records of Baltimore County in Liber S.M. No. 7922, folio 766, et. seq.; and

WHEREAS, pursuant to Section 1 Article x of the Declaration, Declarant reserved the right to add to the Property, additional land within the area described in Exhibit B to the Declaration.

NOW, THEREFORE, the Declarant hereby declares that the Declaration of Covenants, Conditions and Restrictions be amended as follows:

1. All that property described in Exhibit A-1 attached hereto is annexed to the Property subject to the Declaration, and shall be held, sold and conveyed subject to the easements, declarations, covenants and conditions set forth in the Declaration, which are for the purpose of protecting the value and desirability, and enhancing the attractiveness of the Property, and which shall run with the Property and shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner of the Property or any part thereof and their respective heirs, personal representatives, successors and assigns, and the Association.

2. The Common Area to be owned by the Association at the time of the conveyance of the first lot contained within the Property described in Exhibit A-1 attached hereto, is more particularly described on Plat 1, Section VII of Hunters Run dated May 2, 1989 and recorded among the Land Records of Baltimore County at Liber S.M. 60, Folio 53. References to streets and other Common Areas described in the above described Plats, are for reference only, and the streets and Common Areas are intended for use by the Owners for access, ingress, egress, recreation and other related activities. The designated areas

RECEIVED FOR TRANSFER

State Department of
Assessments & Taxation
for Baltimore County

11-25-90

011

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE

SIGNATURE

TRANSFER TAX NOT REQUIRED

Director of Finance
BALTIMORE COUNTY, MARYLAND

Per Patricia Kelly

DATE 11-25-90

DATE 11-25-90

are not dedicated hereby for use by the general public, but are dedicated for the common use and enjoyment of the Owners as more fully set forth in the Declaration herein.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has hereunto set its signature and seal, the day and year first above written.

ATTEST:

[Signature]

DECLARANT:
FAUST HOMES, INC.
A Maryland Corporation

[Signature] (SEAL)
By: Thomas J. Faust, President

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 24th day of October, 1990, before me, the undersigned, a Notary Public in and for the State of Maryland, personally appeared THOMAS J. FAUST who acknowledged himself to be President of FAUST HOMES, INC., a body corporate of the State of Maryland, the within named Declarant, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Declaration, and acknowledged that he executed the same for the purposes therein contained as the duly authorized officer of said Declarant.

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: 9/1/94

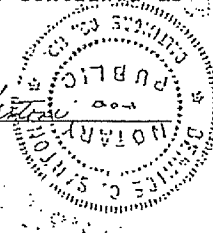


EXHIBIT A

(Description)

BEING KNOWN AND DESIGNATED As Lot Nos. 144 through 169, inclusive, Block G, as shown on Plat 1, Section VII Hunters Run, which Plat is recorded among the Plat Records of Baltimore County at Plat Book S.M. No. 60, Folio 53; together with the right of use-in-common with others for access to and from the said lots, of all those rights-of-way, roads, streets and courts shown on the said Plat 1, Section VII Hunters Run.

0817B

Return To:
Notar, Plumhoff, Williams
210 W. Pennsylvania Ave.
Towson, MD 21284

DU085393

HUNT VALLEY STATION HOMEOWNERS' ASSOCIATION, INC.

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, is made this 20th day of May, 1994, by PAUST HOMES, INC., a Maryland corporation ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant made, executed and caused to be recorded a Declaration of Covenants, Conditions and Restrictions dated the 28th day of June, 1988 recorded among the Land Records of Baltimore County in Liber S.M. No. 7922, folio 766, et. seq. (the "Declaration"); and

WHEREAS, pursuant to Article X, Section 1 of the Declaration, Declarant reserved the right to add to the Property subject to the Declaration additional land within the area described in Exhibit B to the Declaration; and

WHEREAS, as of the date of this Supplemental Declaration, the parties who have executed Exhibit B ("Owners"), hold fee simple title to all the Land described on Exhibit A, attached hereto and made a part hereof, and that Land is within the area described in Exhibit B attached to the Declaration ("Property"), which Property also includes various open space which has been deeded to Hunt Valley Station Homeowners' Association, Inc. prior hereto, by virtue of the Deed recorded on November 11, 1993 among the Land Records of Baltimore County in Liber S.M. 10203, folio 583, and Declarant and Owners desire to subject the Property described on Exhibit A to the covenants, conditions and restrictions of the Declaration.

NOW, THEREFORE, the Declarant and Owners hereby declare that the Declaration of Covenants, Conditions and Restrictions be amended as follows:

1. All that property described in Exhibit A attached hereto is annexed to the Property subject to the Declaration, and shall be held, sold and conveyed subject to the easements, declarations, covenants and conditions set forth in the Declaration, which are for the purpose of protecting the value and desirability, and enhancing the attractiveness of the Property, and which shall run with the Property and shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner of the Property or any part thereof and their respective heirs, personal representatives, successors and assigns, and the Association.

In all other respects, the Declaration of Covenants, Conditions and Restrictions remains unchanged. Nothing in this Supplement shall be deemed in any way to create between the Declarant and Owners any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE

SIGNATURE PAUST DATE 6/6/94

RECEIVED FOR TRANSFER
State Department of
Assessment & Taxation
for Baltimore County

PAUST 6/6/94
By Date

010565.596

ATTEST:

DECLARANT:
FAUST HOMES, INC.,
a Maryland corporation

Colleen L. Maguire

By: Thomas J. Faust (SEAL)
Thomas J. FAUST, President

STATE OF MARYLAND, COUNTY OF BALTIMORE to wit:

I HEREBY CERTIFY, that on April 19, 1994, before me, a Notary Public of the State of Maryland, personally appeared THOMAS J. FAUST, who acknowledged himself to be the President of FAUST HOMES, INC., a Maryland corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as such officer.

WITNESS my hand and Notarial Seal.

Colleen L. Maguire
Notary Public
COLLEEN L. MAGUIRE
NOTARY PUBLIC STATE OF MARYLAND
MY COMMISSION EXPIRES October 23, 1995

ATTORNEY CERTIFICATION

The undersigned, an attorney duly admitted to practice and in good standing before the Court of Appeals of Maryland, certifies that the foregoing instrument was prepared by her.

Rachel M. Hess
Rachel M. Hess
Attorney at Law

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS 4/16/94
William
ASSISTANT COUNTY SOLICITOR

010585.597

EXHIBIT A
DESCRIPTION OF LAND
TO BE SUBMITTED TO THE HOMEOWNERS ASSOCIATION

The following fifteen (15) lots are subjected to this Supplemental Declaration:

Being known and designated as Lot Numbers 44, 45, 47, 48, 49, 51, 52, 53, 55, 57, 58, 59, 60, 61, 69, as shown on the Plat entitled, "SECTION THREE HUNTERS RUN", which Plat is recorded among the Land Records of Baltimore County in Plat Book S.M. 58, folio 80.

LIBER 10048 PAGE 243

HUNT VALLEY STATION HOMEOWNERS' ASSOCIATION, INC.

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, is made this 15TH day of SEPTEMBER, 1993, by FAUST HOMES, INC., a Maryland corporation ("Declarant"), CHAPEL HOMES, INC., a Maryland corporation ("Chapel") and REISTERSTOWN FEDERAL SAVINGS BANK ("Lender").

W I T N E S S E T H:

WHEREAS, Declarant made, executed and caused to be recorded a Declaration of Covenants, Conditions and Restrictions (the "Declaration") dated the 28th day of June, 1988 recorded among the Land Records of Baltimore County in Liber S.M. No. 7922, folio 766, et. seq. (the "Declaration"); and

WHEREAS, Chapel holds fee simple title to all of the Lots described on Exhibit A-1, attached hereto; and

WHEREAS, Reisterstown Federal Savings Bank is the holder of a Purchase Money Mortgage dated June 10, 1993 covering the Property, which has been duly recorded among the Land Records of Baltimore County, and joins herein for the purposes set forth below; and

WHEREAS, pursuant to Article X, Section 1 of the Declaration, Declarant reserved the right to add to the Property additional land without the consent of the Members, within ten (10) years from the date the Declaration is recorded among the Land Records of Baltimore County; and

NOW, THEREFORE, the Declarant hereby declares that the Declaration of Covenants, Conditions and Restrictions be amended as follows:

1. All that property described in Exhibit A-1 attached hereto is annexed to the Property subject to the Declaration, and shall be held, sold and conveyed subject to the easements, declarations, covenants and conditions set forth in the Declaration, which are for the purpose of protecting the value and desirability, and enhancing the attractiveness of the Property, and which shall run with the Property and shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner of the Property or any part thereof and their respective heirs, personal representatives, successors and assigns, and the Association.

2. The Common Area to be owned by the Association at the time of the conveyance of the first lot contained within the Property described in Exhibit A-1 attached hereto, is more particularly described in Exhibit B-1 attached hereto and made a part hereof. References to streets and other Common Areas described in Exhibit B-1 are for reference only, and the streets and Common Areas are intended for use by the Owners for access, ingress, egress, recreation and other related activities. The designated areas are not dedicated hereby for use by the general public, but are

RECEIVED FOR TRANSFER
Office of the Clerk of the Circuit Court
for Baltimore County

AGRICULTURE & TRANSFER ONLY
NOT APPLICABLE

BA CIRCUIT COURT (Land Records) [MSA CE 62-9903] SMA 2004-00043, p. 02933, Printed 01/09/2007. Online 03/03/2005.

SIGNATURE AT DATE 10-1-93

By AT 10-1-93
Date

dedicated for the common use and enjoyment of the Owners as more fully set forth in the Declaration herein.

The Lender joins herein for the sole purpose of consenting to, and subordinating the Purchase Money Mortgage to the legal operation and effect of this Amendment to Declaration, reserving, however, the lien and effect of such Mortgage on the Property described herein, including the easements, reservations, rights and benefits reserved and retained by the Declarant.

In all other respects, the Declaration of Covenants, Conditions and Restrictions remains unchanged. Nothing in this Amendment shall be deemed in any way to create between the Declarant and Chapel any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

ATTEST/WITNESS:

DECLARANT:
FAUST HOMES, INC.,
a Maryland corporation

Colleen L. Maguire

By: Thomas Faust (SEAL)
President

CHAPEL HOMES INC.,
a Maryland corporation

Colleen L. Maguire

By: Thomas Faust (SEAL)
President

LENDER:
REISTERSTOWN FEDERAL SAVINGS BANK

Jane J. Braver

By: Suzanne M. Stephens

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 16th day of September, 1993, before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared Thomas J. Faust, President of Faust Homes, Inc., a Maryland corporation, the within named Declarant, and being authorized so to do, executed the foregoing Declaration for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Colleen L. Maguire
Notary Public

My Commission Expires: COLEEN L. MAGUIRE
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires October 23, 1995

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:



LIBER 10048 PAGE 245

I HEREBY CERTIFY, that on this 16th day of September, 1993, before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared Thomas J. Faust, President of Chapel Homes, Inc., a Maryland corporation, and being authorized so to do, executed the foregoing Declaration for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Catherine L. Maguire
Catherine L. Maguire
NOTARY PUBLIC
My Commission Expires October 23, 1995

STATE OF MARYLAND, County OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 16th day of September, 1993, before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared Suzanne M. Stephens, Sr. Vice President, of REISTERSTOWN FEDERAL SAVINGS BANK, a Maryland corporation, the within named Lender, and being authorized so to do, executed the foregoing Declaration for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

John J. Braver
Notary Public
My Commission Expires: June 8, 1994

ATTORNEY CERTIFICATION

The undersigned, an attorney duly admitted to practice and in good standing before the Court of Appeals of Maryland, certifies that the foregoing instrument was prepared by her.

Rachel M. Hess
Rachel M. Hess
Attorney at Law

REVIEWED FOR BALTIMORE COUNTY REQUIREMENTS
[Signature]
ASSISTANT COUNTY SOLICITOR

LIBER 10048 PAGE 246

EXHIBIT A-1

DESCRIPTION OF LOTS
TO BE SUBMITTED TO THE HOMEOWNERS ASSOCIATION

The following 25 Lots are subjected to this First Amended Declaration:

Being known and designated as Lots Numbered 113, 114, 115, and 116, as shown on the Plat entitled "Revision to Section V, Hunters Run", which Plat is recorded among the Land Records of Baltimore County in Plat Book 61, folio 22; and those Lots being known and designated as Lots Numbered 171 through and including 191, as shown on the Plat entitled "Plat 2, Section VII, Hunters Run", which Plat is recorded among the Land Records of Baltimore County in Plat Book 60, folio 54.

LIBER 10048 PAGE 247

EXHIBIT B-1

DESCRIPTION OF COMMON AREA
TO BE SUBMITTED TO THE HOMEOWNERS ASSOCIATION

All that common area as shown on the Plats entitled "Revision to Section V, Hunters Run", which Plat is recorded among the Land Records of Baltimore County in Plat Book 61, folio 22; and as shown on the Plat entitled "Plat 2, Section VII, Hunters Run", which Plat is recorded among the Land Records of Baltimore County in Plat Book 60, folio 54.

**Baltimore County, Maryland
Land Instrument Intake Sheet**

(Type or print in black ink only—all copies must be legible)

In compliance with Baltimore County Code, 1978, Title 33, Taxation, Article III, §33-126 through 33-140, as amended, and the Annotated Code of Maryland, Tax-Property Article, §12-101 through 12-113, as amended, and Tax-Property Article, §13-101 through 13-408, as amended, it is certified that an instrument of writing dated _____ conveying title to, or creating liens or encumbrances upon, real or personal property is offered for record in the County. The property conveyed, or on which a lien or encumbrance is created, is identified as follows:

1	Description of Property (Check box(es) for item(s) to be indexed in land records)	Property Tax ID No. <u>DECLARATION</u>	Lot/Block	Map/Grid/Parcel No.	Recording Validation Circuit Clerk Space Reserved for										
		Subdivision/Tract <u>Hunters Run</u>	Lot Acreage	Prior Deed Ref.		VAR. L.O.G.									
Street Address (or description if partial conveyance) <u>lots 171 THRU 191 PLAT 2 SEC. 011 KENNEDY S ROW</u>															
2	Transferred From	Grantor(s) <input type="checkbox"/> check box if additional sheets are attached <u>CHARLES HOMES INC FAUST II</u>	Owner of record (if different from grantor)												
		Grantee(s) <input type="checkbox"/> check box if additional sheets are attached <u>WELLS FARGO BANK</u>	Owner of record (if different from grantor)												
3	Transferred To	<table border="0"> <tr> <td>3 RC F</td> <td>23.00</td> </tr> <tr> <td>BC IMP</td> <td>2.00</td> </tr> <tr> <td>DECLAR</td> <td>0 #</td> </tr> <tr> <td>SM CLERK</td> <td>25.00</td> </tr> <tr> <td>#76914 0004 R01</td> <td>T12:07</td> </tr> </table>				3 RC F	23.00	BC IMP	2.00	DECLAR	0 #	SM CLERK	25.00	#76914 0004 R01	T12:07
3 RC F	23.00														
BC IMP	2.00														
DECLAR	0 #														
SM CLERK	25.00														
#76914 0004 R01	T12:07														
4	Type of Instrument	<input type="checkbox"/> Deed <input type="checkbox"/> Deed of Trust <input type="checkbox"/> Mortgage <input type="checkbox"/> Lease <input type="checkbox"/> Assignment of Mtg/DOT <input type="checkbox"/> Contract <input type="checkbox"/> Land Installment Cont. <input type="checkbox"/> Power of Attorney <input type="checkbox"/> Financing Statement <input type="checkbox"/> Other (Specify) <u>HDA Amendment</u>	10/01/93												

5	Exemptions (Cite authority or explain briefly)	Baltimore County Exempt Status Claimed: Recordation Tax Exempt Status Claimed: State Exempt Status Claimed:	County Taxes to be Paid
6	Consideration and Tax Calculations Make check payable to Baltimore County, MD (410) 887-2416	Consideration Amount	Transfer Tax Consideration
		Purchase Price/Consideration (including any new mortgage) \$ Real Property \$ x 1.6% = \$ Personal Property \$ Balance of Assumed Mortgage \$ Other \$ Total Consideration \$ or Assessed Factor \$	\$ Office of Finance Use Only Agent: <u>[Signature]</u> Tax Bill: _____ C.B. Credit: _____ Ag. Tax/Other: _____

7	Fees and Recording Instructions Make check payable to Clerk of the Circuit Court (410) 887-2650	Recording Fees	Special Recording Instructions (if any)
		Recording Charges \$ State Transfer Tax \$ County Recordation Tax \$ Surcharge \$ Other \$ Total \$	23 2

8	Contact/Mail Information	Instrument Prepared By	Return Instrument To	Mailing Address for Tax Bill
		Name: <u>Rebecca H. Heas</u> Firm: <u>Almy et al</u> Address: <u>9505 Reisterstown Rd Owings Mills 21117</u> Phone: <u>410 581 9000</u>	Name: <u>Rebecca H. Heas</u> Address: <u>9505 Reisterstown Rd Owings Mills, MD 21117</u>	Name: <u>N/A</u> Address: _____

9 Certification
I hereby certify under the penalties of perjury that the information given above is true to the best of my personal knowledge and belief.
Signature: [Signature] Date: 10/1/93

10	Assessment Information (410) 321-2239	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER	
		Yes <input type="checkbox"/> No <input type="checkbox"/> Will grantee be living at property conveyed? Yes <input type="checkbox"/> No <input type="checkbox"/> Is grantor currently receiving a homeowners' tax credit? Yes <input type="checkbox"/> No <input type="checkbox"/> Is property conveyed subject to agricultural transfer tax? If yes, enter amount: _____ Yes <input type="checkbox"/> No <input type="checkbox"/> If agricultural assessment on conveyance is to continue, have you attached a letter of intent? Yes <input type="checkbox"/> No <input type="checkbox"/> Partial conveyance? If yes, amount of acreage transferred: _____ List improvements conveyed: _____ If subdivision occurred after July 1, indicate former property tax ID number: _____	Optional Expediting Information A delay in processing may be incurred if a conveyance deed is not accompanied by an adequate property description, preferably a survey or area calculation. A partial conveyance may require additional processing time. Yes <input type="checkbox"/> No <input type="checkbox"/> Was property surveyed? If yes, attach copy of survey. If partial conveyance, balance of acreage: _____ Complete description of property conveyed (subdivision, lot, block, section, plat ref., acreage): _____

Date: 10/1/93
Per: [Signature]
Director of Finance
BALTIMORE COUNTY, MARYLAND
Space Reserved for County Transfer Tax

LIBER 10368 PAGE 561

HUNT VALLEY STATION HOMEOWNERS' ASSOCIATION, INC.

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, is made this 27th day of February, 1997, by FAUST HOMES, INC., a Maryland corporation ("Declarant"), CHAPEL HOMES, INC., a Maryland corporation ("Chapel") and REISTERSTOWN FEDERAL SAVINGS BANK ("Lender").

W I T N E S S E T H:

WHEREAS, Declarant made, executed and caused to be recorded a Declaration of Covenants, Conditions and Restrictions dated the 28th day of June, 1988 recorded among the Land Records of Baltimore County in Liber S.M. No. 7922, folio 766, et. seq. (the "Declaration"); and

WHEREAS, pursuant to Article X, Section 1 of the Declaration, Declarant reserved the right to add to the Property subject to the Declaration additional land within the area described in Exhibit B to the Declaration;

WHEREAS, as of the date of this Amendment, Chapel holds fee simple title to all the Land described on Exhibit A, attached hereto and made a part hereof, and that Land is within the area described in Exhibit B attached to the Declaration ("Property"), and Declarant and Chapel desire to subject the Property described on Exhibit A to the covenants, conditions and restrictions of the Declaration; and

WHEREAS, Reisterstown Federal Savings Bank is the holder of a Purchase Money Mortgage dated November 9, 1993, covering the Property, which Purchase Money Mortgage has been duly recorded among the Land Records of Baltimore County, and joins herein for the purposes set forth below.

NOW, THEREFORE, the Declarant hereby declares that the Declaration of Covenants, Conditions and Restrictions be amended as follows:

1. All that property described in Exhibit A attached hereto is annexed to the Property subject to the Declaration, and shall be held, sold and conveyed subject to the easements, declarations, covenants and conditions set forth in the Declaration, which are for the purpose of protecting the value and desirability, and enhancing the attractiveness of the Property, and which shall run with the Property and shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner of the Property or any part thereof and their respective heirs, personal representatives, successors and assigns, and the Association.

The Lender joins herein for the sole purpose of consenting to, and subordinating the Purchase Money Mortgage to the legal operation and effect of this Amendment to Declaration, reserving, however, the lien and effect of such Mortgage on the Property described herein, including the easements, reservations, rights and benefits reserved and retained by the Declarant.

REISTERSTOWN FEDERAL SAVINGS BANK
By: *[Signature]*
President

REISTERSTOWN FEDERAL SAVINGS BANK
By: *[Signature]*
President

LIBER 10368 PAGE 563

[Signature]
Notary Public
My Commission Expires October 23, 1995

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 7th day of July, 1994, before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared SUZANN M. STEPHENS, Senior Vice President of REISTERSTOWN FEDERAL SAVINGS BANK, a Maryland corporation, the within named Lender, and being authorized so to do, executed the foregoing Declaration for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

[Signature]
Notary Public
My Commission Expires:

ATTORNEY CERTIFICATION

The undersigned, an attorney duly admitted to practice and in good standing before the Court of Appeals of Maryland, certifies that the foregoing instrument was prepared by her.

[Signature]
Rachel M. Bess
Attorney at Law

REVIEWED FOR BALTIMORE COUNTY
[Signature] 8/25/94
ASSISTANT COUNTY CLERK

EXHIBIT A 10368 PAGES 64

EXHIBIT A
DESCRIPTION OF LAND
TO BE SUBMITTED TO THE HOMEOWNERS ASSOCIATION

The following Lot is subjected to this Amended Declaration:

Being known and designated as Lot Number 170, as shown on the Plat entitled, "Plat 2, Section VII, Hunters Run", which Plat is recorded among the Land Records of Baltimore County in Plat Book 60, folio 54.

Baltimore County, Maryland Land Instrument Intake Sheet

(Type or print in black ink only—all copies must be legible)

In compliance with Baltimore County Code, 1978, Title 33, Taxation, Article III, §§ 126 through 33-140, as amended, and the Annotated Code of Maryland, Tax Property Article, §12-101 through 12-113, as amended, and Tax Property Article, §13-101 through 13-108, as amended, it is certified that an instrument of writing dated _____ conveying title to, or creating liens or encumbrances upon, real or personal property is offered for record in the County. The property conveyed, or on which a lien or encumbrance is created, is identified as follows:

1 **Description of Property**
(Check box(es) for item(s) to be indexed in land records)

Property Tax ID No. DEC Lot/Block 170 Map/Grid/Parcel No. _____
Subdivision/Tract Hunt Valley Station Lot Acreage _____ Prior Deed Ref. _____ VAR. 1 D.G. _____
Street Address (or description if partial conveyance) _____

2 **Transferred From**

Grantor(s) (check box if additional sheets are attached) _____
Capital Home Loans
Faust Homes Inc.
(Owner of record (if different from grantor))

3 **Transferred To**

Grantee(s) (check box if additional sheets are attached) _____
Restonstown Fed. Savings Bank

4 **Type of Instrument**

Deed _____ Assignment of Mtg/DOT _____ Finance Statement _____
Deed of Trust _____ Contract _____ Other (Specify) _____
Mortgage _____ Land Installment Cont. _____ 100% Purchase
Lease _____ Power of Attorney _____

5 **Exemptions**
(Cite authority or explain briefly)

Baltimore County Exempt Status Claimed: _____
Recordation Tax Exempt Status Claimed: _____
State Exempt Status Claimed: _____

6 **Consideration and Tax Calculations**
Make check payable to Baltimore County, MD (410) 887-2416

Consideration Amount
Purchase Price/Consideration (including any new mortgage) \$ 0
Real Property _____
Personal Property _____
Balance of Assumed Mortgage _____
Other _____
Total Consideration or Assessed Factor \$ 0

County Taxes to be Paid
Transfer Tax Consideration
\$ _____ x 1.6% = \$ _____
Office of Finance Use Only
Agent JTB Tax Bill _____
C.B. Credit _____ Ag. Tax/Other _____

7 **Fees and Recording Instructions**
Make check payable to Clerk of the Circuit Court (410) 887-2650

Recording Fees
Recording Charges \$ _____
State Transfer Tax _____
County Recordation Tax _____
Surcharge _____
Other _____
Total \$ _____

Special Recording Instructions (if any) _____

8 **Contact/Mail Information**

Instrument Prepared By
Name: Reichel, M. H.
Firm: _____
Address: Restonstown, MD
Phone: 581 9000

Return Instrument To
Name: Jim Cavendish
Firm: Capital Home Loans
Address: PO Box 4397
Restonstown, MD
21063

Mailing Address for Tax Bill
Name: 1800
Address: _____

9 **Certification**

I hereby certify under the penalties of perjury that the information given above is true to the best of my personal knowledge and belief.
Signature: _____ Date: 2/24/04

10 **Assessment Information**
(410) 321-2299

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

Yes No Will grantee be living at property conveyed?
Yes No Is grantor currently receiving a homeowners tax credit?
Yes No Is property conveyed subject to agricultural transfer tax? If yes, enter amount
Yes No If agricultural assessment on conveyance is to continue, have you attached a letter of intent?
Yes No Partial conveyance? If yes, amount of acreage transferred
List improvements conveyed _____
If subdivision occurred after July 1, indicate former property tax ID number _____

Optional Expediting Information
A delay in processing may be incurred if a conveyance deed is not accompanied by an adequate property description, preferably a survey or area calculation. A partial conveyance may require additional processing time.
Yes No Was property surveyed? If yes, attach copy of survey If partial conveyance, balance of acreage _____
Complete description of property conveyed (subdivision, lot, block, section, plat ref., acreage) _____
Location and improvement address: _____

BA CIRCUIT COURT: (Land Records) [MSA CE 62-10223] SM 10366, p. 0563. Printed 07/29/2007. Online 03/03/2005.

Handwritten notes: 1. DEC, 2. 25. 04, 3. JTB

Space Reserved for Circuit Court Clerk Recording Vandalia

**HUNT VALLEY STATION HOMEOWNERS' ASSOCIATION, INC.
AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AMENDMENT TO HUNT VALLEY STATION HOMEOWNERS' ASSOCIATION, INC. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Amendment"), made this 25th day of August, 1995 by The Ryland Group, Inc., a Maryland corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, the Hunt Valley Station Homeowners' Association, Inc. Declaration of Covenants, Conditions and Restrictions, dated June 28, 1988 (the "Declaration"), was recorded among the Land Records of Baltimore County, Maryland in Liber S.M. No. 7922, folio 766, et seq.; and

WHEREAS, pursuant to Section 1, Article X of the Declaration, Declarant may add to the Property, as defined in the Declaration, additional land within the area described in Exhibit B to the Declaration; and

WHEREAS, Declarant inadvertently failed to add part of the land described in Exhibit B to the Property; and

WHEREAS, Declarant now desires to add the land described in Exhibit A, attached hereto and incorporated herein by reference (the "Annexed Lot"), to the property; and

WHEREAS, the fee simple owner of the Annexed Lot has consented to the addition of the Annexed Lot to the Property, as evidenced by execution of this Amendment.

NOW, THEREFORE, the Declarant hereby declares that the Declaration be amended as follows:

1. All that property described in Exhibit "A", is hereby annexed to the Property, subject to the Declaration, and shall be held, sold and conveyed subject to the easements, declarations, covenants and conditions set forth in the Declaration, which are for the purpose of protecting the value and desirability, and enhancing the attractiveness of the Property, and which shall run with the Property and shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner of the Property or any part thereof and their respective heirs, personal representatives, successors and assigns, and the Hunt Valley Station Homeowners' Association.
2. The fee simple owner of the Annexed Lot has joined in this Amendment for the purpose of evidencing consent to the within Annexation.

AGRICULTURAL TRANSFER TAX NOT APPLICABLE

BA CIRCUIT COURT (Land Records) MS# GE 62-110301 SM 11175 p. 0253. Printed 01/09/2007. Online 03/03/2005.

SIGNATURE [Signature] DATE 8-21-95

RECEIVED FOR TRANSFER
State Department of Assessments & Taxation
for Baltimore County

By [Signature] Date 8-21-95

IN WITNESS WHEREOF, the undersigned have set their hand and seals as of the day and year first above written.

[SIGNATURE PAGE TO FOLLOW]

WITNESS:

[Handwritten signature]

DECLARANT:
THE RYLAND GROUP, INC.

By: *[Handwritten signature: Christopher R. Spendley]*

Christopher R. Spendley
Vice President

STATE OF MARYLAND, COUNTY OF Baltimore, to wit:

I HEREBY CERTIFY that on this 15th day of August, 1995, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared CHRISTOPHER R. SPENDLEY, who acknowledged himself to be the Vice President of The Ryland Group, Inc., a Maryland corporation, and that he as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence, the name of the corporation by himself as such officer.

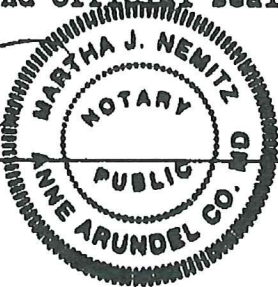
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:

3/1/98

[Handwritten signature]

Notary Public



AFTER RECORDATION RETURN TO:
Louise T. Keely
Attorney at Law
8080 Deersoo Road
Timonium, MD 21088

011175.255

WITNESS:

OWNER(S) OF LOT 131
REVISION TO SECTION V
HUNTERS RUN

Cheryl G. Roberts

Patricia Nichols

[Signature]

JOHN M. LANNON

Janet H. Lannon

JANET H. LANNON
11617 SILVER MAPLE CT.
COCKEYSVILLE, MD 21030

STATE OF MARYLAND, COUNTY OF *Baltimore*, ss:

I HEREBY CERTIFY that on the *29th* day of *June*, 1994, before me, a Notary Public of the State of Maryland, personally appeared *John M. Lannon & Janet H. Lannon*, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, who acknowledged that they executed the same for the purpose therein contained.

WITNESS my hand and Notarial Seal.

My Commission expires:

07-01-98

Shirley S. Roberts
Notary Public

011175.256

EXHIBIT "A"

Lot 131 on a plat of subdivision entitled "REVISION TO SECTION V HUNTERS RUN", which plat is duly recorded among the Land Records of Baltimore County, Maryland in Plat Book 61, folio 22. The improvements thereon being known as: 11617 Silvermaple Court, Cockeysville, Maryland 21030.

011175.257

State of Maryland Land Instrument Intake Sheet

Baltimore City County: SANTOVAL

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

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

1 Type(s) of Instruments
2 Conveyance Type Check Box
3 Tax Exemptions (if Applicable)
4 Consideration and Tax Calculations

Table with columns: Consideration Amount, Finance Office Use Only, Transfer and Recordation Tax Consideration, Fees (Recording Charge, Surcharge, State Recordation Tax, etc.)

5 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).

6 Transferred From
7 Transferred To
8 Other Names to Be Indexed

9 Contact/Mail Information
Instrument Submitted By or Contact Person
Name: Louise T. KAYEN, Esq.
Address: Suite 111, 9690 DORSETT ROAD, TIMONIAN MD 21093
Phone: (410) 252-1320

10 Assessment Information
11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Assessment Information
Assessment Use Only - Do Not Write Below This Line

TRANSFER TAX NOT REQUIRED
DIRECTOR OF FINANCE
BALTIMORE COUNTY MARYLAND
Per Mary Beth
Date 8/21/95 Sec. 3330 Oec

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (8/93)

HUNY VALLEY STATION HOMEOWNERS' ASSOCIATION, INC. D RC/F 21.00

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

AMEND SPILLERX 21.00

487363 0002 R02 T13:33

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 29th day of June, 1990, by R. BRUCE ALDERMAN, TRUSTEE ("Alderman") and THE RYLAND GROUP, INC., a body corporate of the State of Maryland, ("Ryland"), ALEX J. GUGGENHEIM and RAYMOND E. SCHLISSLER, Trustees ("Trustees"), and PROVIDENT BANK OF MARYLAND ("Lender").

WITNESSETH:

WHEREAS, Faust Homes, Inc. made, executed and caused to be recorded a Declaration of Covenants, Conditions and Restrictions (the "Declaration") dated the 28th day of June, 1988 and recorded among the Land Records of Baltimore County in Liber S.M. No. 7922, folio 766, et. seq.; and

WHEREAS, Ryland holds fee simple title to Lots Number 87, 100, 110 and 110 as shown on Plat 1, Section IV of Hunters Run dated September 12, 1980 and Plat 2, Section IV of Hunters Run dated December 12, 1983; and

WHEREAS, Alderman holds fee simple title to all of the other Lots shown on Exhibit A-1, attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to Section 1 of Article X of the Declaration, Faust Homes, Inc. reserved the right to add to the Property, additional land within the area described in Exhibit B to the Declaration; and

WHEREAS, pursuant to an Assignment dated June 20th, 1990, Faust Homes, Inc. assigned the right of annexation as set forth in Section 1 of Article X of the Declaration to Alderman and Ryland; and

WHEREAS, the Trustees are the Trustees of a Deed of Trust (the "Deed of Trust") on the property from R. Bruce Alderman, Trustee, dated March 2, 1990, and recorded among the Land Records of Baltimore County in Liber S.M. No. 8418, folio 221. The Lender is the holder of a Promissory Note secured by said Deed of Trust. The Trustees and Lender are joining in this Amendment to Declaration of Covenants, Conditions and Restrictions for the sole purposes set forth herein.

NOW, THEREFORE, the Declarant hereby declares that the Declaration of Covenants, Conditions and Restrictions be amended as follows:

1. All that property described in Exhibit A-1 attached hereto is annexed to the Property subject to the Declaration, and shall be held, sold and conveyed subject to the easements, declarations, covenants and conditions set forth in the Declaration, which are for the purpose of protecting the value and desirability, and enhancing the attractiveness of the Property, and which shall run with the Property and shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner of the Property or any part thereof and their respective heirs, personal representatives, successors and assigns, and the Association.

2. The Common Area to be owned by the Association at the time of the conveyance of the first lot contained within the Property described in Exhibit A-1 attached hereto, is more particularly described on Plat 1, Section IV of Hunters Run dated December 12, 1988, and Plat 2, Section IV of Hunters Run dated December 12, 1988. References to streets and other Common Areas described in the above described Plats, are for reference only, and the streets and Common Areas are intended for use by the Owners for access,

TRANSFER TAX NOT REQUIRED
BALTIMORE COUNTY
Date 7-31-90 Soc. 11-95 DRC

AGRICULTURAL TRANSFER TAX NOT APPLICABLE

SIGNATURE JR DATE 7-31-90

RECEIVED FOR TRANSFER
State Department of Assessments & Taxation
for Baltimore County
JR 7-31-90

ingress, egress, recreation and other related activities. The designated areas are not dedicated hereby for use by the general public, but are dedicated for the common use and enjoyment of the Owners as more fully set forth in the Declaration herein.

The Trustees and Lender join herein for the sole purpose of consenting to the legal operation and effect of this Amendment to Declaration of Covenants, Conditions and Restrictions, reserving, however, the lien and effect of such Deed of Trust on the property described in the Deed of Trust including the easements, reservations, rights and benefits reserved and retained by the Declarant.

In all other respects, the Declaration of Covenants, Conditions and Restrictions remains unchanged.

IN WITNESS WHEREOF, R. Bruce Alderman, Trustee, The Ryland Group, Inc., Trustees and Lender have caused these presents to be executed in their respective names, on the day and year first above written.

WITNESS:

Bernie C. Jentzen

R. Bruce Alderman (SEAL)
R. Bruce Alderman, Trustee

ATTEST:

THE RYLAND GROUP, INC.

By: John M. Flury

WITNESS:

TRUSTEES:

Janine Smith

Alex J. Guggenheim (SEAL)
Alex J. Guggenheim, Trustee

Janine Smith

Raymond E. Schlissler (SEAL)
Raymond E. Schlissler, Trustee

LENDER:
PROVIDENT BANK OF MARYLAND

Janine Smith

By: George A. [Signature]

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 2nd day of June, 1990, before me, the undersigned, a Notary Public in and for the State of Maryland, personally appeared R. BRUCE ALDERMAN, TRUSTEE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Amendment to Declaration of Covenants, Conditions and Restrictions, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Bernie C. Jentzen
Notary Public

My Commission expires:

~~July 1, 1990~~
Sept. 1, 1994

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 29th day of June, 1990, before me, the undersigned, a Notary Public in and for the State of Maryland, personally appeared John Fabozzi, who acknowledged himself to be the Vice President of THE RYLAND GROUP, INC., a body corporate of the State of Maryland, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Amendment to Declaration of Covenants, Conditions and Restrictions, and acknowledged that he executed the same on behalf of said corporation for the purposes therein contained.

WITNESS my hand and Notarial Seal.



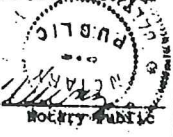
Victoria Ntanos
Victoria Ntanos Notary Public

My Commission expires:
July 1, 1990

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 13th day of July, 1990, before me the undersigned, a Notary Public in and for the State of Maryland, personally appeared ALEX J. GUGGENHEIM and RAYMOND E. SCHLISSLER, the within named Trustees, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within Amendment to Declaration of Covenants, Conditions and Restrictions, and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.



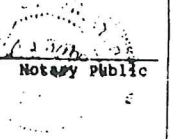
Julia J. Williams
Notary Public

My Commission Expires:
July 1, 1990 5-1-95
ju

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 13th day of July, 1990, before me, the undersigned, a Notary Public in and for the State of Maryland, personally appeared GEORGE C. CLECK, who acknowledged himself to be the V.P. of PROVIDENT BANK OF MARYLAND, the within named Lender, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Amendment to Declaration of Covenants, Conditions and Restrictions, and acknowledged that he executed the same for the purposes therein contained as the duly authorized officer of said Lender by signing the name of the Lender by himself as GEORGE C. CLECK.

WITNESS my hand and Notarial Seal.



Julia J. Williams
Notary Public

My Commission Expires:
July 1, 1990 5-1-95
ju

6/20/90:0089J

EXHIBIT A-1

All those lots shown on Plat 1, Section IV of Hunters Run, dated December 12, 1988 and recorded among the Land Records of Baltimore County in Plat Book S.M. No. 59, folio 108, being Lots No. 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 104, 105, 106, 107, 108, 109, 110, 140, 141, 142 and 143.

All those lots shown on Plat 2, Section IV of Hunters Run, dated December 12, 1988 and recorded among the Land Records of Baltimore County in Plat Book S.M. No. 59, folio 109, being Lots No. 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102 and 103.

*Colon. Plumhoffe Withers
210 W. Pennsylvania Ave.
Suite 700
Towson, MD 21204*

②

HUNT VALLEY STATION HOMEOWNERS' ASSOCIATION, INC. C RD/F 13.00
 AMENDMENT TO DECLARATION OF DECLAR 0
 COVENANTS, CONDITIONS AND RESTRICTIONS SM CLERK 13.00
 #03324 0001 R02 T10:1 10/26/9

THIS AMENDMENT TO THE DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS, made this 24th day of October, 1990
 by FAUST HOMES, INC., a Maryland Corporation (hereinafter
 referred to as the "Declarant")

W I T N E S S E T H:

WHEREAS, the Declarant made, executed and caused to be
 recorded a Declaration of Covenants, Conditions and Restrictions
 (the "Declaration") dated the 28th day of June 1988 and recorded
 among the Land Records of Baltimore County in Liber S.M. No.
 7922, folio 766, et. seq.; and

WHEREAS, pursuant to Section 1 Article x of the
 Declaration, Declarant reserved the right to add to the Property,
 additional land within the area described in Exhibit B to the
 Declaration.

NOW, THEREFORE, the Declarant hereby declares that the
 Declaration of Covenants, Conditions and Restrictions be amended
 as follows:

1. All that property described in Exhibit A-1 attached
 hereto is annexed to the Property subject to the Declaration, and
 shall be held, sold and conveyed subject to the easements,
 declarations, covenants and conditions set forth in the
 Declaration, which are for the purpose of protecting the value
 and desirability, and enhancing the attractiveness of the
 Property, and which shall run with the Property and shall be
 binding upon all parties having any right, title or interest in
 the Property or any part thereof, their heirs, personal
 representatives, successors and assigns, and shall inure to the
 benefit of each owner of the Property or any part thereof and
 their respective heirs, personal representatives, successors and
 assigns, and the Association.

2. The Common Area to be owned by the Association at the
 time of the conveyance of the first lot contained within the
 Property described in Exhibit A-1 attached hereto, is more
 particularly described on Plat 1, Section V11 of Hunters Run
 dated May 2, 1989 and recorded among the Land Records of
 Baltimore County at Liber S.M. 60, Folio 53. References to
 streets and other Common Areas described in the above described
 Plats, are for reference only, and the streets and Common Areas
 are intended for use by the Owners for access, ingress, egress,
 recreation and other related activities. The designated areas

RECEIVED FOR TRANSFER
 State Department of
 Assessments & Taxation
 for Baltimore County

AGRICULTURAL TRANSFER TAX
 NOT APPLICABLE

TRANSFER TAX NOT REQUIRED
 Director of Finance

BALTIMORE COUNTY, MARYLAND
 Per *Dorinda Kelly*

SIGNATURE *[Signature]* DATE 10-25-90 Sec. 11-85 Declaration

are not dedicated hereby for use by the general public, but are dedicated for the common use and enjoyment of the Owners as more fully set forth in the Declaration herein.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has hereunto set its signature and seal, the day and year first above written.

ATTEST:

[Handwritten Signature]

DECLARANT:
FAUST HOMES, INC.
A Maryland Corporation


[Handwritten Signature] (SEAL)
By: Thomas J. Faust, President

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 24th day of October, 1990, before me, the undersigned, a Notary Public in and for the State of Maryland, personally appeared THOMAS J. FAUST who acknowledged himself to be President of FAUST HOMES, INC., a body corporate of the State of Maryland, the within named Declarant, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Declaration, and acknowledged that he executed the same for the purposes therein contained as the duly authorized officer of said Declarant.

WITNESS my hand and Notarial Seal.

[Handwritten Signature]
Notary Public



My Commission Expires: 9/1/94

LIBER 8632 PAGE 27

EXHIBIT A

(Description)

BEING KNOWN AND DESIGNATED As Lot Nos. 144 through 169, inclusive, Block G, as shown on Plat 1, Section VII Hunters Run, which Plat is recorded among the Plat Records of Baltimore County at Plat Book S.M. No. 60, Folio 53; together with the right of use-in-common with others for access to and from the said lots, of all those rights-of-way, roads, streets and courts shown on the said Plat 1, Section VII Hunters Run.

0817B

Return To:
Notary Plumhoff & Williams
10 W. Pennsylvania Ave.
Towson, MD 21284

010305395

HUNT VALLEY STATION HOMEOWNERS' ASSOCIATION, INC.

SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, is made this 20th day of May, 1994, by FAUST HOMES, INC., a Maryland corporation ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant made, executed and caused to be recorded a Declaration of Covenants, Conditions and Restrictions dated the 28th day of June, 1988 recorded among the Land Records of Baltimore County in Liber S.M. No. 7922, folio 766, et. seq. (the "Declaration"); and

WHEREAS, pursuant to Article X, Section 1 of the Declaration, Declarant reserved the right to add to the Property subject to the Declaration additional land within the area described in Exhibit B to the Declaration; and

WHEREAS, as of the date of this Supplemental Declaration, the parties who have executed Exhibit B ("Owners"), hold fee simple title to all the Land described on Exhibit A, attached hereto and made a part hereof, and that Land is within the area described in Exhibit B attached to the Declaration ("Property"), which Property also includes various open space which has been deeded to Hunt Valley Station Homeowners' Association, Inc. prior hereto, by virtue of the Deed recorded on November 11, 1993 among the Land Records of Baltimore County in Liber S.M. 10203, folio 583, and Declarant and Owners desire to subject the Property described on Exhibit A to the covenants, conditions and restrictions of the Declaration.

NOW, THEREFORE, the Declarant and Owners hereby declare that the Declaration of Covenants, Conditions and Restrictions be amended as follows:

1. All that property described in Exhibit A attached hereto is annexed to the Property subject to the Declaration, and shall be held, sold and conveyed subject to the easements, declarations, covenants and conditions set forth in the Declaration, which are for the purpose of protecting the value and desirability, and enhancing the attractiveness of the Property, and which shall run with the Property and shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner of the Property or any part thereof and their respective heirs, personal representatives, successors and assigns, and the Association.

In all other respects, the Declaration of Covenants, Conditions and Restrictions remains unchanged. Nothing in this Supplement shall be deemed in any way to create between the Declarant and Owners any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Baltimore County

BA CIRCUIT COURT (Land Records) [MSA GE 62-10420] SM 10203, folio 583. Printed 01/09/2007. Online 03/03/2005.

SIGNATURES

[Handwritten signature]

[Handwritten signature]
By _____ Date 06/06/94

ATTEST:

DECLARANT:
FAUST HOMES, INC.,
a Maryland corporation

Colleen L. Maguire

By: Thomas J. Faust (SEAL)
Thomas J. Faust, President

STATE OF MARYLAND, COUNTY OF BALTIMORE to wit:

I HEREBY CERTIFY, that on April 19, 1994, before me, a Notary Public of the State of Maryland, personally appeared THOMAS J. FAUST, who acknowledged himself to be the President of FAUST HOMES, INC., a Maryland corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as such officer.

WITNESS my hand and Notarial Seal.

Colleen L. Maguire
Notary Public
COLLEEN L. MAGUIRE
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires October 23, 1995

ATTORNEY CERTIFICATION

The undersigned, an attorney duly admitted to practice and in good standing before the Court of Appeals of Maryland, certifies that the foregoing instrument was prepared by her.

Rachel M. Hess
Rachel M. Hess
Attorney at Law

William J. [Signature]
REVIEWED FOR BALTIMORE COUNTY REQUIREMENTS 6/6/94
ASSISTANT COUNTY SOLICITOR

EXHIBIT A
DESCRIPTION OF LAND
TO BE SUBMITTED TO THE HOMEOWNERS ASSOCIATION

The following fifteen (15) Lots are subjected to this Supplemental Declaration:

Being known and designated as Lot Numbers 44, 45, 47, 48, 49, 51, 52, 53, 55, 57, 58, 59, 60, 61, 69, as shown on the Plat entitled, "SECTION THREE HUNTERS RUN", which Plat is recorded among the Land Records of Baltimore County in Plat Book S.M. 58, folio 80.

JOINDER AND CONSENT OF OWNER

James A. Ross & Lana J. Ross

("Owner"), hereby consents to all of the terms and provisions contained in the foregoing Supplemental Declaration of Covenants, Conditions and Restrictions for Hunt Valley Station Homeowners' Association, Inc. (the "Declaration"), and agree that the terms, provisions, covenants, conditions and restrictions contained in the Declaration shall run with and bind the title to Lot No. 44, as shown on the Plat entitled, "SECTION THREE HUNTERS RUN", which Plat is recorded among the Land Records of Baltimore County in Plat Book S.M. 58, folio 80, also known as 11606 Hunters Run Drive.

The Owner agrees to execute any further assurances of the foregoing as may be requested by the parties to the Declaration.

WITNESS:

OWNERS:

Sandra Nickel
Sandra Nickel

Ross (SEAL)
Lana J Ross (SEAL)

STATE OF MARYLAND,
COUNTY OF BALTIMORE

I HEREBY CERTIFY, that on May 16, 1994, before me, a Notary Public of the State of Maryland, personally appeared Lana Ross and James Ross, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument, who acknowledged that he/she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public
My Commission Expires: October 1, 1994

JOINDER AND CONSENT OF OWNER

David A. Richardson & Frances L. Richardson

("Owner"), hereby consents to all of the terms and provisions contained in the foregoing Supplemental Declaration of Covenants, Conditions and Restrictions for Hunt Valley Station Homeowners' Association, Inc. (the "Declaration"), and agree that the terms, provisions, covenants, conditions and restrictions contained in the Declaration shall run with and bind the title to Lot No. 45, as shown on the Plat entitled, "SECTION THREE HUNTERS RUN", which Plat is recorded among the Land Records of Baltimore County in Plat Book S.M. 58, folio 80, also known as 11608 Hunters Run Drive.

The Owner agrees to execute any further assurances of the foregoing as may be requested by the parties to the Declaration.

WITNESS:

Michael A. [Signature]
Michael A. [Signature]

OWNERS:

David A. Richardson (SEAL)
Frances L. Richardson (SEAL)

STATE OF MARYLAND,
COUNTY OF BALTIMORE
City

I HEREBY CERTIFY, that on May 19, 1994, before me, a Notary Public of the State of Maryland, personally appeared David A. Richardson and Frances L. Richardson, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument, who acknowledged that he/she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public
My Commission Expires: 7/1/97

JOINDER AND CONSENT OF OWNER

Michael D. Cosgrove & Dolores A. Cosgrove

("Owner"), hereby consents to all of the terms and provisions contained in the foregoing Supplemental Declaration of Covenants, Conditions and Restrictions for Hunt Valley Station Homeowners' Association, Inc. (the "Declaration"), and agree that the terms, provisions, covenants, conditions and restrictions contained in the Declaration shall run with and bind the title to Lot No. 47, as shown on the Plat entitled, "SECTION THREE HUNTERS RUN", which Plat is recorded among the Land Records of Baltimore County in Plat Book S.M. 58, folio 80, also known as 11612 Hunters Run Drive.

The Owner agrees to execute any further assurances of the foregoing as may be requested by the parties to the Declaration.

WITNESS:
[Signature]
[Signature]

OWNERS:
Michael D. Cosgrove (SEAL)
Dolores A. Cosgrove (SEAL)

STATE OF MARYLAND,
COUNTY OF BALTIMORE

I HEREBY CERTIFY, that on May 20, 1994, before me, a Notary Public of the State of Maryland, personally appeared Michael D. Cosgrove Dolores A. Cosgrove, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument, who acknowledged that he/she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public
My Commission Expires: 7/1/95

JOINDER AND CONSENT OF OWNER

James V. Stout, Jr. & Doris A. Stout

("Owner"), hereby consents to all of the terms and provisions contained in the foregoing Supplemental Declaration of Covenants, Conditions and Restrictions for Hunt Valley Station Homeowners' Association, Inc. (the "Declaration"), and agree that the terms, provisions, covenants, conditions and restrictions contained in the Declaration shall run with and bind the title to Lot No. 48, as shown on the Plat entitled, "SECTION THREE HUNTERS RUN", which Plat is recorded among the Land Records of Baltimore County in Plat Book S.M. 58, folio 80, also known as 11614 Hunters Run Drive.

The Owner agrees to execute any further assurances of the foregoing as may be requested by the parties to the Declaration.

WITNESS:

Michael R. [Signature]
Michael R. [Signature]

OWNERS:

James V. Stout Jr. [Signature] (SEAL)
Doris A. Stout [Signature] (SEAL)

STATE OF MARYLAND,
COUNTY OF BALTIMORE

Citel

I HEREBY CERTIFY, that on May 19, 1994 before me, a Notary Public of the State of Maryland, personally appeared James V. Stout Jr. and Doris A. Stout, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument, who acknowledged that he/she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Janice Kelly [Signature]
Notary Public
My Commission Expires: 7/1/97

JOINDER AND CONSENT OF OWNER

Frederick P. Yoder & Jerrie S. Yoder

("Owner"), hereby consents to all of the terms and provisions contained in the foregoing Supplemental Declaration of Covenants, Conditions and Restrictions for Hunt Valley Station Homeowners' Association, Inc. (the "Declaration"), and agree that the terms, provisions, covenants, conditions and restrictions contained in the Declaration shall run with and bind the title to Lot No. 49, as shown on the Plat entitled, "SECTION THREE HUNTERS RUN", which Plat is recorded among the Land Records of Baltimore County in Plat Book S.M. 58, folio 80, also known as 11616 Hunters Run Drive.

The Owner agrees to execute any further assurances of the foregoing as may be requested by the parties to the Declaration.

WITNESS:

Anna M. Shepherd
Anna M. Shepherd

OWNERS:

Fred P. Yoder (SEAL)
Jerrie S. Yoder (SEAL)

STATE OF MARYLAND,
COUNTY OF BALTIMORE

I HEREBY CERTIFY, that on May 19, 1994, before me, a Notary Public of the State of Maryland, personally appeared Fred P. Yoder Jerrie S. Yoder, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument, who acknowledged that he/she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Ashley D. Sharkey
Notary Public

My Commission Expires: 5/29/94

JOINDER AND CONSENT OF OWNER

Michael J. Ruck & Wendy A. Ruck

("Owner"), hereby consents to all of the terms and provisions contained in the foregoing Supplemental Declaration of Covenants, Conditions and Restrictions for Hunt Valley Station Homeowners' Association, Inc. (the "Declaration"), and agree that the terms, provisions, covenants, conditions and restrictions contained in the Declaration shall run with and bind the title to Lot No. 51, as shown on the Plat entitled, "SECTION THREE HUNTERS RUN", which Plat is recorded among the Land Records of Baltimore County in Plat Book S.M. 58, folio 80, also known as 11622 Hunters Run Drive.

The Owner agrees to execute any further assurances of the foregoing as may be requested by the parties to the Declaration.

WITNESS:

Paul L. Hartsock, Jr
Paul L. Hartsock, Jr

OWNERS:

Michael J. Ruck (SEAL)
Wendy A. Ruck (SEAL)

STATE OF MARYLAND,
COUNTY OF BALTIMORE

I HEREBY CERTIFY, that on May 9, 19 94, before me, a Notary Public of the State of Maryland, personally appeared Michael J. Ruck Wendy A. Ruck, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument, who acknowledged that he/she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: August 1, 1994

JOINDER AND CONSENT OF OWNER

Richard K. Sutor & Nancy L. Sutor

("Owner"), hereby consents to all of the terms and provisions contained in the foregoing Supplemental Declaration of Covenants, Conditions and Restrictions for Hunt Valley Station Homeowners' Association, Inc. (the "Declaration"), and agree that the terms, provisions, covenants, conditions and restrictions contained in the Declaration shall run with and bind the title to Lot No. 52, as shown on the Plat entitled, "SECTION THREE HUNTERS RUN", which Plat is recorded among the Land Records of Baltimore County in Plat Book S.M. 58, folio 80, also known as 11624 Hunters Run Drive.

The Owner agrees to execute any further assurances of the foregoing as may be requested by the parties to the Declaration.

WITNESS:

[Signature]
[Signature]

OWNERS:

[Signature] (SEAL)
[Signature] (SEAL)

STATE OF MARYLAND,
COUNTY OF BALTIMORE
CITY

I HEREBY CERTIFY, that on MAY 20, 1994, before me, a Notary Public of the State of Maryland, personally appeared RICHARD SUTOR NANCY SUTOR, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument, who acknowledged that he/she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: 10/17/94

JOINDER AND CONSENT OF OWNER

Howard Wellford Kympton, III & Sherry G. Kympton

("Owner"), hereby consents to all of the terms and provisions contained in the foregoing Supplemental Declaration of Covenants, Conditions and Restrictions for Hunt Valley Station Homeowners' Association, Inc. (the "Declaration"), and agree that the terms, provisions, covenants, conditions and restrictions contained in the Declaration shall run with and bind the title to Lot No. 53, as shown on the Plat entitled, "SECTION THREE HUNTERS RUN", which Plat is recorded among the Land Records of Baltimore County in Plat Book S.M. 58, folio 80, also known as 11626 Hunters Run Drive.

The Owner agrees to execute any further assurances of the foregoing as may be requested by the parties to the Declaration.

WITNESSES:

[Signature]
[Signature]

OWNERS:

[Signature] (SEAL)
[Signature] (SEAL)

STATE OF MARYLAND,
COUNTY OF BALTIMORE

I HEREBY CERTIFY, that on MAY 19, 1994, before me, a Notary Public of the State of Maryland, personally appeared Howard W. Kympton and Sherry G. Kympton, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument, who acknowledged that he/she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: Dec. 1 1995

JOINDER AND CONSENT OF OWNER

Arther J. Robinson II & Pamela A. Robinson

("Owner"), hereby consents to all of the terms and provisions contained in the foregoing Supplemental Declaration of Covenants, Conditions and Restrictions for Hunt Valley Station Homeowners' Association, Inc. (the "Declaration"), and agree that the terms, provisions, covenants, conditions and restrictions contained in the Declaration shall run with and bind the title to Lot No. 55, as shown on the Plat entitled, "SECTION THREE HUNTERS RUN", which Plat is recorded among the Land Records of Baltimore County in Plat Book S.M. 58, folio 80, also known as 11630 Hunters Run Drive.

The Owner agrees to execute any further assurances of the foregoing as may be requested by the parties to the Declaration.

WITNESS:

Michael R.
Michael R.

OWNERS:

Arthur J. Robinson II (SEAL)
Pamela A. Robinson (SEAL)

STATE OF MARYLAND,
~~COUNTY OF BALTIMORE~~
City

I HEREBY CERTIFY, that on May 19th, 1994 before me, a Notary Public of the State of Maryland, personally appeared Arthur J. Robinson II and Pamela A. Robinson, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument, who acknowledged that he/she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

James M. Kelly
Notary Public
My Commission Expires: 7/1/97

JOINDER AND CONSENT OF OWNER

Carroll L. McKenna & Roberta J. McKenna

("Owner"), hereby consents to all of the terms and provisions contained in the foregoing Supplemental Declaration of Covenants, Conditions and Restrictions for Hunt Valley Station Homeowners' Association, Inc. (the "Declaration"), and agree that the terms, provisions, covenants, conditions and restrictions contained in the Declaration shall run with and bind the title to Lot No. 57, as shown on the Plat entitled, "SECTION THREE HUNTERS RUN", which Plat is recorded among the Land Records of Baltimore County in Plat Book S.M. 58, folio 80, also known as 11603 Hunters Run Drive.

The Owner agrees to execute any further assurances of the foregoing as may be requested by the parties to the Declaration.

WITNESS:

[Signature]
[Signature]

OWNERS:

[Signature] (SEAL)
[Signature] (SEAL)

STATE OF MARYLAND,
COUNTY OF BALTIMORE

I HEREBY CERTIFY, that on May 15, 1994 before me, a Notary Public of the State of Maryland, personally appeared Carroll L. McKenna & Roberta J. McKenna, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument, who acknowledged that he/she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: 9/1/96



JOINDER AND CONSENT OF OWNER

F. Winfield Trice, Jr. & J. Elizabeth Trice

("Owner"), hereby consents to all of the terms and provisions contained in the foregoing Supplemental Declaration of Covenants, Conditions and Restrictions for Hunt Valley Station Homeowners' Association, Inc. (the "Declaration"), and agree that the terms, provisions, covenants, conditions and restrictions contained in the Declaration shall run with and bind the title to Lot No. 58, as shown on the Plat entitled, "SECTION THREE HUNTERS RUN", which Plat is recorded among the Land Records of Baltimore County in Plat Book S.M. 58, folio 80, also known as 11605 Hunters Run Drive.

The Owner agrees to execute any further assurances of the foregoing as may be requested by the parties to the Declaration.

WITNESS:

Patricia C. Femen
Patricia C. Femen

OWNERS:

F. Winfield Trice, Jr. (SEAL)
J. Elizabeth Trice (SEAL)

STATE OF MARYLAND,
COUNTY OF BALTIMORE

I HEREBY CERTIFY, that on May 12, 1994, before me, a Notary Public of the State of Maryland, personally appeared F. Winfield Trice, Jr. and J. Elizabeth Trice, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument, who acknowledged that he/she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Jennifer E. Austin
Notary Public
JENNIFER E. AUSTIN
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires: November 19, 1995

JOINDER AND CONSENT OF OWNER

Rick E. Henderson & Kathleen M. Henderson

("Owner"), hereby consents to all of the terms and provisions contained in the foregoing Supplemental Declaration of Covenants, Conditions and Restrictions for Hunt Valley Station Homeowners' Association, Inc. (the "Declaration"), and agree that the terms, provisions, covenants, conditions and restrictions contained in the Declaration shall run with and bind the title to Lot No. 59, as shown on the Plat entitled, "SECTION THREE HUNTERS RUN", which Plat is recorded among the Land Records of Baltimore County in Plat Book S.M. 58, folio 80, also known as 11607 Hunters Run Drive.

The Owner agrees to execute any further assurances of the foregoing as may be requested by the parties to the Declaration.

WITNESS:

Francis C. Chramer
Kathleen M. Chramer

OWNERS:

Rick E Henderson (SEAL)
Kathleen M. Henderson (SEAL)

STATE OF MARYLAND,
COUNTY OF BALTIMORE

I HEREBY CERTIFY, that on May 30, 1994, before me, a Notary Public of the State of Maryland, personally appeared Rick E. Henderson Kathleen M. Henderson, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument, who acknowledged that he/she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Trudy W. Kirkland
Notary Public



Commission Expires: June 1, 1994

JOINDER AND CONSENT OF OWNER

Harry E. Merriken & Mary E. Merriken

("Owner"), hereby consents to all of the terms and provisions contained in the foregoing Supplemental Declaration of Covenants, Conditions and Restrictions for Hunt Valley Station Homeowners' Association, Inc. (the "Declaration"), and agree that the terms, provisions, covenants, conditions and restrictions contained in the Declaration shall run with and bind the title to Lot No. 60, as shown on the Plat entitled, "SECTION THREE HUNTERS RUN", which Plat is recorded among the Land Records of Baltimore County in Plat Book S.M. 58, folio 80, also known as 11609 Hunters Run Drive.

The Owner agrees to execute any further assurances of the foregoing as may be requested by the parties to the Declaration.

WITNESS:

Michael R.
Michael R.

OWNERS:

Harry E. Merriken (SEAL)
Mary E. Merriken (SEAL)

STATE OF MARYLAND,
COUNTY OF BALTIMORE

City

I HEREBY CERTIFY, that on May 19th, 1994 before me, a Notary Public of the State of Maryland, personally appeared Harry E. Merriken and Mary E. Merriken, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument, who acknowledged that he/she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

James M. Keely
Notary Public
My Commission Expires: 7/1/97

JOINDER AND CONSENT OF OWNER

James R. Burtnett, Jr. & Pamela L. Burtnett

"Owner"), hereby consents to all of the terms and provisions contained in the foregoing Supplemental Declaration of Covenants, Conditions and Restrictions for Hunt Valley Station Homeowners' Association, Inc. (the "Declaration"), and agree that the terms, provisions, covenants, conditions and restrictions contained in the Declaration shall run with and bind the title to Lot No. 61, as shown on the Plat entitled, "SECTION THREE HUNTERS RUN", which Plat is recorded among the Land Records of Baltimore County in Plat Book S.M. 58, folio 80, also known as 11611 Hunters Run Drive.

The Owner agrees to execute any further assurances of the foregoing as may be requested by the parties to the Declaration.

WITNESS:

Michael R.
Michael R.

OWNERS:

James R. Burtnett, Jr. (SEAL)
Pamela L. Burtnett (SEAL)

STATE OF MARYLAND,
COUNTY OF BALTIMORE
City

I HEREBY CERTIFY, that on May 19, 1994, before me, a Notary Public of the State of Maryland, personally appeared James R. Burtnett and Pamela L. Burtnett, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument, who acknowledged that he/she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Janise Kelly
Notary Public
My Commission Expires: 7/1/97

010565.612

JOINDER AND CONSENT OF OWNER

Frederick M. Peightal & Mary S. Peightal

("Owner"), hereby consents to all of the terms and provisions contained in the foregoing Supplemental Declaration of Covenants, Conditions and Restrictions for Hunt Valley Station Homeowners' Association, Inc. (the "Declaration"), and agree that the terms, provisions, covenants, conditions and restrictions contained in the Declaration shall run with and bind the title to Lot No. 69, as shown on the Plat entitled, "SECTION THREE HUNTERS RUN", which Plat is recorded among the Land Records of Baltimore County in Plat Book S.M. 58, folio 80, also known as 11629 Hunters Run Drive.

The Owner agrees to execute any further assurances of the foregoing as may be requested by the parties to the Declaration.

WITNESS:

Michael G. [Signature]
Michael G. [Signature]

OWNERS:

FM Peightal (SEAL)
Mary S Peightal (SEAL)

STATE OF MARYLAND,
COUNTY OF BALTIMORE
City

I HEREBY CERTIFY, that on May 19th, 1994, before me, a Notary Public of the State of Maryland, personally appeared Frederick M. Peightal and Mary S. Peightal, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument, who acknowledged that he/she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public
My Commission Expires: 7/1/97

Return To :

Joseph T. Koehn, esq.

State III
9690 Dorsico Road
Timonium, Md. 21093
21093

Baltimore County, Maryland Land Instrument Intake Sheet

(Type or print in black ink only—all copies must be legible)

In compliance with Baltimore County Code, 1978, Title 33, Taxation, Article III, §33-126 through 33-140, as amended, and the Annotated Code of Maryland, Tax-Property Article, §12-101 through 12-113, as amended, and Tax-Property Article, §13-101 through 13-408, as amended, it is certified that an instrument of writing dated May 20 1994 conveying title to, or creating liens or encumbrances upon, real or personal property is offered for record in the County. The property conveyed, or on which a lien or encumbrance is created, is identified as follows:

1	Description of Property (Check box(es) for item(s) to be indexed in land records)	<input checked="" type="checkbox"/> Property Tax ID No.	<input type="checkbox"/> Lot/Block	Map/Grid/Parcel No.
		<input type="checkbox"/> Subdivision/Tract	<input type="checkbox"/> Lot Acreage	Prior Deed Ref. VAR. L.O.G.
Street Address (or description if partial conveyance)		SECTION THREE NUMBER FOUR		
2	Transferred From	Grantor(s) (<input type="checkbox"/> check box if additional sheets are attached) FAUST HOMES INC. ET AL		
		Owner of record (if different from grantor)		
3	Transferred To	Grantee(s) (<input type="checkbox"/> check box if additional sheets are attached)		
4	Type of Instrument	<input type="checkbox"/> Deed	<input type="checkbox"/> Assignment of Mfg/DOT	<input type="checkbox"/> Financing Statement
		<input type="checkbox"/> Deed of Trust	<input type="checkbox"/> Contract	<input type="checkbox"/> Other (Specify) <u>DECLARATION</u>
		<input type="checkbox"/> Mortgage	<input type="checkbox"/> Land Installment Cont.	
		<input type="checkbox"/> Lease	<input type="checkbox"/> Power of Attorney	

BRCF 103.00
 DECLAR^{BC} IMP 2.00 #
 DECLAR 0 #
 SM CLERK 105.00
 #21857 0004 R01 T12:13
 06/06/94

5	Exemptions (Cite authority or explain briefly)	Baltimore County Exempt Status Claimed:
		Recordation Tax Exempt Status Claimed:
		State Exempt Status Claimed:

6	Consideration and Tax Calculations Make check payable to Baltimore County, MD (410) 887-2416	Consideration Amount		County Taxes to be Paid	
		Purchase Price/Consideration (including any new mortgage)	\$ 0	Transfer Tax Consideration	\$ _____ x 1.6% = \$ _____
		Real Property		Office of Finance Use Only	
		Personal Property		Agent: <u>JR</u>	Tax Bill: _____
		Balance of Assumed Mortgage		C.S. Credit: _____	Ag. Tax/Other: _____
		Other			
		Total Consideration or Assessed Factor	\$ 0		

7	Fees and Recording Instructions Make check payable to Clerk of the Circuit Court (410) 887-2650	Recording Fees		Special Recording Instructions (if any)	
		Recording Charges	\$	103	
		State Transfer Tax			
		County Recordation Tax			
		Surcharge			
		Other			
		Total	\$	2	

8	Contact/Mail Information	Instrument Prepared By	Return Instrument To	Mailing Address for Tax Bill
		Name: <u>RACHEL HESS PA</u>	Name: <u>LOUISE E. REEVEY ESQ</u>	Name: _____
		Firm: _____	Firm: _____	Firm: _____
		Address: <u>9105 RAINBOW RD</u>	Address: <u>Suite 111, 9690 DEERCO</u>	Address: _____
		Phone: <u>581-9000</u>	Phone: <u>301-740-1144, MD. 21093</u>	Phone: _____

9 Certification
 I hereby certify under the penalties of perjury that the information given above is true to the best of my personal knowledge and belief.
 Signature: Louise E. Reevey Date: 6/6/94

10	Assessment Information (410) 321-2299	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	Will grantee be living at property conveyed?
		<input type="checkbox"/> Yes <input type="checkbox"/> No	Is grantor currently receiving a homeowners' tax credit?
		<input type="checkbox"/> Yes <input type="checkbox"/> No	Is property conveyed subject to agricultural transfer tax? If yes, enter amount: _____
		<input type="checkbox"/> Yes <input type="checkbox"/> No	If agricultural assessment on conveyance is to continue, have you attached a letter of intent?
		<input type="checkbox"/> Yes <input type="checkbox"/> No	Partial conveyance? If yes, amount of acreage transferred: _____
		List improvements conveyed: _____	
		If subdivision occurred after July 1, indicate former property tax ID number: _____	

Optional Expediting Information	<input type="checkbox"/> Yes <input type="checkbox"/> No	Was property surveyed? If yes, attach copy of survey. If partial conveyance, balance of acreage: _____
	Complete description of property conveyed (subdivision, lot, block, section, plat ref., acreage): _____	
Location and improvement address: _____		

TRANSFER TAX NOT REQUIRED
 Director of Finance
 BALTIMORE COUNTY MARYLAND
 Per John Duggan
 Date 6-6-94
 Sec 33-39 DEC

010741.375

HUNT VALLEY STATION HOMEOWNERS' ASSOCIATION, INC.

SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, is made this 1st day of September, 1994, by TRUST HOMES, INC., a Maryland corporation ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant made, executed and caused to be recorded a Declaration of Covenants, Conditions and Restrictions dated the 28th day of June, 1988 recorded among the Land Records of Baltimore County in Liber S.M. No. 7922, folio 766, et. seq. (the "Declaration"); and

WHEREAS, pursuant to Article X, Section 1 of the Declaration, Declarant reserved the right to add to the Property subject to the Declaration additional land within the area described in Exhibit B to the Declaration; and

WHEREAS, as of the date of this Supplemental Declaration, the parties who have executed Exhibit B ("Owners"), hold fee simple title to all the Land described on Exhibit A, attached hereto and made a part hereof, and that Land is within the area described in Exhibit B attached to the Declaration ("Property"), which Property also includes various open space which has been deeded to Hunt Valley Station Homeowners' Association, Inc. prior hereto, by virtue of the Deed recorded on November 11, 1993 among the Land Records of Baltimore County in Liber S.M. 10203, folio 583, and Declarant and Owners desire to subject the Property described on Exhibit A to the covenants, conditions and restrictions of the Declaration.

NOW, THEREFORE, the Declarant and Owners hereby declare that the Declaration of Covenants, Conditions and Restrictions be amended as follows:

1. All that property described in Exhibit A attached hereto is annexed to the Property subject to the Declaration, and shall be held, sold and conveyed subject to the easements, declarations, covenants and conditions set forth in the Declaration, which are for the purpose of protecting the value and desirability, and enhancing the attractiveness of the Property, and which shall run with the Property and shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner of the Property or any part thereof and their respective heirs, personal representatives, successors and assigns, and the Association.

In all other respects, the Declaration of Covenants, Conditions and Restrictions remains unchanged. Nothing in this Supplement shall be deemed in any way to create between the Declarant and Owners any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Baltimore County

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE

SIGNATURE: [Signature] DATE: 9/1/94

By: [Signature] Date: 9/1/94

010741.376

ATTEST:

DECLARANT:
FAUST HOMES, INC.,
a Maryland corporation

Colleen L. Maguire

By: Thomas J. Faust (SEAL)
Thomas J. Faust, President

STATE OF MARYLAND, COUNTY OF BALTIMORE to wit:

I HEREBY CERTIFY, that on September 1, 1994, before me, a Notary Public of the State of Maryland, personally appeared THOMAS J. FAUST, who acknowledged himself to be the President of FAUST HOMES, INC., a Maryland corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as such officer.

WITNESS my hand and Notarial Seal.

Colleen L. Maguire
Notary Public

COLEEN L. MAGUIRE
My Commission Expires NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires October 23, 1995

ATTORNEY CERTIFICATION

The undersigned, an attorney duly admitted to practice and in good standing before the Court of Appeals of Maryland, certifies that the foregoing instrument was prepared by her.

Rachel M. Hess
Rachel M. Hess
Attorney at Law

RETURN TO:
LOUISE L. AEBLY, CLERK
2000 BETHESDA ROAD, SUITE 100
BETHESDA, MD 20814

010741.377

EXHIBIT A

DESCRIPTION OF LAND
TO BE SUBMITTED TO THE HOMEOWNERS ASSOCIATION

The following four (4) Lots are subjected to this Supplemental Declaration:

Being known and designated as Lot Numbers 40, 43, 46 and 66, as shown on the Plat entitled, "SECTION THREE HUNTERS RUN", which Plat is recorded among the Land Records of Baltimore County in Plat Book S.M. 58, folio 80.

010741.378

JOINDER AND CONSENT OF OWNER

Susan Vanni Vitale-Boone and Alexander G. Boone III

("Owner"), hereby consents to all of the terms and provisions contained in the foregoing Supplemental Declaration of Covenants, Conditions and Restrictions for Hunt Valley Station Homeowners' Association, Inc. (the "Declaration"), and agree that the terms, provisions, covenants, conditions and restrictions contained in the Declaration shall run with and bind the title to Lot No. 40, as shown on the Plat entitled, "SECTION THREE HUNTERS RUN", which Plat is recorded among the Land Records of Baltimore County in Plat Book S.M. 58, folio 80, also known as 11524 Hunters Run Drive.

The Owner agrees to execute any further assurances of the foregoing as may be requested by the parties to the Declaration.

WITNESS:

Candi Farmer
Candi Farmer

OWNERS:

Susan Vanni Vitale-Boone (SEAL)
Alexander G. Boone III (SEAL)

STATE OF MARYLAND,
COUNTY OF BALTIMORE
City

I HEREBY CERTIFY, that on August 15, 1994, before me, a Notary Public of the State of Maryland, personally appeared Susan Vanni Vitale-Boone and Alexander G. Boone, III, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument, who acknowledged that he/she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Russa Kelly
Notary Public
My Commission Expires: 7/1/97

010741.379

JOINDER AND CONSENT OF OWNER

George W. Walsh & Felicia A. Walsh

("Owner"), hereby consents to all of the terms and provisions contained in the foregoing Supplemental Declaration of Covenants, Conditions and Restrictions for Hunt Valley Station Homeowners' Association, Inc. (the "Declaration"), and agree that the terms, provisions, covenants, conditions and restrictions contained in the Declaration shall run with and bind the title to Lot No. 43, as shown on the Plat entitled, "SECTION THREE HUNTERS RUN", which Plat is recorded among the Land Records of Baltimore County in Plat Book S.M. 58, folio 80, also known as 11604 Hunters Run Drive.

The Owner agrees to execute any further assurances of the foregoing as may be requested by the parties to the Declaration.

WITNESS:

OWNERS:

George W. Walsh (SEAL)
Felicia A. Walsh (SEAL)

STATE OF MARYLAND,
COUNTY OF BALTIMORE

I HEREBY CERTIFY, that on June 2, 1994, before me, a Notary Public of the State of Maryland, personally appeared George Walsh and Felicia Walsh, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument, who acknowledged that he/she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Jennie A. Yoder
Notary Public

My Commission Expires: Feb 18, 1998

010741.380

JOINDER AND CONSENT OF OWNER

HARRY A. HENDERSON and JANET F. HENDERSON

("Owner"), hereby consents to all of the terms and provisions contained in the foregoing Supplemental Declaration of Covenants, Conditions and Restrictions for Hunt Valley Station Homeowners' Association, Inc. (the "Declaration"), and agree that the terms, provisions, covenants, conditions and restrictions contained in the Declaration shall run with and bind the title to Lot No. 46, as shown on the Plat entitled, "SECTION THREE HUNTERS RUN", which Plat is recorded among the Land Records of Baltimore County in Plat Book S.M. 58, folio 80, also known as 11610 Bunters Run Drive.

The Owner agrees to execute any further assurances of the foregoing as may be requested by the parties to the Declaration.

WITNESS:

W S R
W S R

OWNERS:

Harry A. Henderson (SEAL)
HARRY A. HENDERSON
Janet F. Henderson (SEAL)
JANET F. HENDERSON

STATE OF MARYLAND,
COUNTY OF BALTIMORE

I HEREBY CERTIFY, that on June 23, 1998, before me, a Notary Public of the State of Maryland, personally appeared HARRY A. HENDERSON and JANET F. HENDERSON, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument, who acknowledged that he/she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

W S R
Notary Public



My Commission Expires: 7-1-98

010741.381

JOINDER AND CONSENT OF OWNER

Paul J. Vidziunas & Linda A. Harrison - VIDZIKUNAS

"Owner", hereby consents to all of the terms and provisions contained in the foregoing Supplemental Declaration of Covenants, Conditions and Restrictions for Hunt Valley Station Homeowners' Association, Inc. (the "Declaration"), and agree that the terms, provisions, covenants, conditions and restrictions contained in the Declaration shall run with and bind the title to Lot No. 66, as shown on the Plat entitled, "SECTION THREE HUNTERS RUN", which Plat is recorded among the Land Records of Baltimore County in Plat Book S.M. 58, folio 80, also known as 11623 Hunters Run Drive.

The Owner agrees to execute any further assurances of the foregoing as may be requested by the parties to the Declaration.

WITNESS:

OWNERS:

Linda A. Harrison - Vidziunas (SEAL)

Paul J. Vidziunas (SEAL)

STATE OF MARYLAND,
COUNTY OF BALTIMORE

I HEREBY CERTIFY, that on June 9, 1994 before me, a Notary Public of the State of Maryland, personally appeared Linda Vidziunas Paul Vidziunas, known to me (or satisfactorily proved) to be the person whose name is subscribed to the within Instrument, who acknowledged that he/she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Samuel L. ...
Notary Public

My Commission Expires: 1998



010741.382

Baltimore County, Maryland Land Instrument Intake Sheet

(Type or print in black ink only—all copies must be legible)

In compliance with Baltimore County Code, 1978, Title 33, Taxation, Article III, §§33-126 through 33-140, as amended, and the Annotated Code of Maryland, Tax-Property Article, §12-101 through 12-113, as amended, and Tax-Property Article, §13-101 through 13-408, as amended, it is certified that an instrument of writing dated 9-1-94 conveying title to, or creating liens or encumbrances upon, real or personal property is offered for record in the County. The property conveyed, or on which a lien or encumbrance is created, is identified as follows:

1 Description Property (Check box(es) for item(s) to be indexed in land records)	Property Tax ID No. <input type="checkbox"/> Lot/Block	Map/Grid/Parcel No.			
	<input checked="" type="checkbox"/> Declaration	<input type="checkbox"/> Subdivision/Tract	<input type="checkbox"/> Lot Acreage	Prior Deed Ref.	VAR. L.O.G. <input type="checkbox"/>
Street Address (or description if partial conveyance) Section Three, Hunters Run					
2 Transferred From	Grantor(s) (<input type="checkbox"/> check box if additional sheets are attached) Faust Homes, Inc.				
	Owner of record (if different from grantor)				
3 Transferred To	Grantee(s) (<input type="checkbox"/> check box if additional sheets are attached)				
4 Type of Instrument	<input type="checkbox"/> Deed	<input type="checkbox"/> Assignment of Mgt/DOT Contract	<input type="checkbox"/> Financing Statement		
	<input type="checkbox"/> Deed of Trust	<input type="checkbox"/> Mortgage	<input type="checkbox"/> Land Installment Cont.	<input checked="" type="checkbox"/> Declaration	
Lease					
Power of Attorney					

A R C F 20.00

AC JHP 2.00

DECLAR SA CLERK 12.00 H

83779 D063 R01 114:31

9/18/94

5 Exemptions (Cite authority or explain briefly)	Baltimore County Exempt Status Claimed:
	Recording Tax Exempt Status Claimed:
	State Exempt Status Claimed:

6 Consideration and Tax Calculations Make check payable to Baltimore County, MD (410) 887-2416	Consideration Amount		County Taxes to be Paid	
	Purchase Price/Consideration (including any new mortgage)	\$ -0-	Transfer Tax Consideration	
	Real Property		\$ _____ x 1.6% = \$ _____	
	Personal Property		Office of Finance Use Only	
	Balance of Assumed Mortgage		Agent: <u>JHP</u>	Tax Bill: _____
	Other		G.B. Credit: _____	Ag. Tax/Other: _____
Total Consideration or Assessed Factor	\$ -0-			

7 Fees and Recording Instructions Make check payable to Clerk of the Circuit Court (410) 887-2650	Recording Fees		Special Recording Instructions (if any)	
	Recording Charges	\$		
	State Transfer Tax			
	County Recordation Tax			
	Surcharge			
	Other			
Total	\$			

8 Contact/Mail Information	Instrument Prepared By		Return Instrument To		Mailing Address for Tax Bill		
	Name: <u>Rachel Hess</u>		Name: <u>Louise T. Realty, Inc.</u>		Name: _____		
	Firm: <u>Suite 3N</u>		Firm: <u>Suite 115</u>		Firm: _____		
	Address: <u>9505 Reisterstown Rd</u>		Address: <u>9690 Deereco Rd.</u>		Address: _____		
		<u>Chingwa Mills, MD 21117</u>		<u>Timonium, MD 21093</u>			
Phone: _____							

9
Certification

I hereby certify under the penalties of perjury that the information given above is true to the best of my personal knowledge and belief.

Signature: Louise T. Realty Date: 9/7/94

10 Assessment Information (410) 321-2299	IMPORTANT! BOTH THE ORIGINAL FILED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER	
	Yes <input type="checkbox"/>	No <input type="checkbox"/> Will grantee be living at property conveyed?
	Yes <input type="checkbox"/>	No <input type="checkbox"/> Is grantor currently receiving a homeowners' tax credit?
	Yes <input type="checkbox"/>	No <input type="checkbox"/> Is property conveyed subject to agricultural transfer tax? If yes, enter amount: _____
	Yes <input type="checkbox"/>	No <input type="checkbox"/> If agricultural assessment on conveyance is to continue, have you attached a letter of intent?
	Yes <input type="checkbox"/>	No <input type="checkbox"/> Partial conveyance? If yes, amount of acreage transferred: _____

List improvements conveyed: _____

If subdivision occurred after July 1, indicate former property tax ID number: _____

Optional Expediting Information

A delay in processing may be incurred if a conveyance deed is not accompanied by an adequate property description, preferably a survey or area calculation. A partial conveyance may require additional processing time.

Yes No Was property surveyed? If yes, attach copy of survey. If partial conveyance, balance of acreage: _____

Complete description of property conveyed (subdivision, lot, block, section, plat ref., acreage): _____

Location and improvement address: _____

Assessment Use Only - Do Not Write Below This Line

<input type="checkbox"/> Terminal Verification	<input type="checkbox"/> Dead Pledge
<input type="checkbox"/> Agricultural Verification	<input type="checkbox"/> Dead Reference
<input type="checkbox"/> Tax-Property Article	<input type="checkbox"/> Whole
<input type="checkbox"/> Whole	<input type="checkbox"/> Part

Space Reserved for County Transfer Tax

TRANSFER TAX NOT RECORDED

Director of Finance

BALTIMORE COUNTY MARYLAND

Per [Signature]

9-8-94 Sec 33-139

LIBER 8152-0025

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this 6th day of July, 1988, by and between SECURITY MANAGEMENT CORP. ("Security"), Grantor, and HUNT VALLEY STATION HOMEOWNERS' ASSOCIATION, INC. ("Association"), a Maryland corporation, Grantee.

WHEREAS, Security has executed and recorded a Declaration of Covenants, Conditions and Restrictions dated October 2, 1984, recorded among the Land Records of Baltimore County in Liber E.H.K., Jr., No. 6792, folio 614 (hereinafter referred to as the RC/F "Security Declaration"); and

AGRT 18.00
SH CLERK 18.00
MOBILE 002 R02 T12:31
04/19/89

WHEREAS, pursuant to Article IX of the Security Declaration, Security has the right to grant an easement to the Association for the purpose of discharging water into the storm water management reservation located upon the property described below.

WITNESSETH, that in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, Security does hereby grant and convey to the Association, its successors and assigns, a right to discharge water into the tract or parcel of land situated and lying in the Eighth Election District of Baltimore County, Maryland, and described as follows:

ALL that lot or parcel of land designated as "Storm Water Management Reservation," as shown on Exhibit A attached hereto, and hereinafter referred to as "Storm Water Management Facility."

BEING a part of that land described in a Deed of Liquidation dated May 29, 1979 by and between Towson Nurseries, Inc., a Maryland corporation, party of the first part, Steven Posner, Melvin R. Colvin and Donald L. Shafer, Jr., Trustees, parties of the second part, and Universal Housing and Development Company, party of the third part, which Deed is recorded among the Land Records of Baltimore County in Liber E.H.K., Jr., No. 6025, folio 758.

SEE ALSO Articles of Merger between Universal Housing and Development Company and Security Management Corp. filed with the Maryland State Department of Assessments and Taxation.

THE easement hereby conveyed shall be held by the Association as an easement for access to the Storm Water Management

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Baltimore County

TRANSFER TAX NOT REQUIRED
Director of Finance
BALTIMORE COUNTY
Per Joy Buggs
Authorized Signature
Date 4-19-89 Sec. 11-85 E.A.S

SIGNATURE AT DATE 4-19-89
By AT Date 4-19-89

LINE 8152 PAGE 026

Facility for the use and enjoyment of the owners and occupants of lots and parcels of land subject to and in accordance with a declaration by Faust Homes, Inc. entitled Declaration of Covenants, Conditions and Restrictions, recorded in the Land Records of Baltimore County prior hereto.

SUBJECT, HOWEVER, to the following terms and conditions:

1. Security shall have the right to relocate the Storm Water Management Facility, provided Security pays the cost of relocation of the Storm Water Management Facility and, upon completion of an alternate reservation, conveys to the Association the right to use and maintain such relocated facility by instrument recorded in the Land Records of Baltimore County.

2. The parties further agree that the Association shall pay fifty-two percent (52%) of the annual cost of maintenance of upkeep for the Storm Water Maintenance Facility; and that Security shall bear the remaining forty-eight percent (48%) of said cost, the aforesaid percentage allocations being in accordance with Article IV, Section 3 of the Security Declaration.

3. In the event either (i) public storm water facilities are installed and available for use by the Association, or (ii) a redesign of the property owned by the Association prevents the storm water emanating from the Association's property and the properties of the members of the Association from entering the Storm Water Management Facility, the Association may terminate this Easement Agreement by giving written notice to Security and by filing a termination and release in the Land Records of Baltimore County.

AND Security hereby covenants that it has not done nor suffered to be done any act, matter or thing to encumber the rights hereby conveyed and it will execute such further assurance as may be requisite.

LINER 8152 MBE027

THIS Easement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed on the day and year first above written.

ATTEST:
[Signature]

SECURITY MANAGEMENT CORP.
By [Signature] (SEAL)
Melvin R. Colvin
Executive Vice President

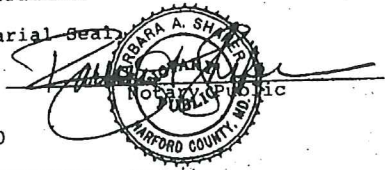
[Signature]

HUNT VALLEY STATION HOMEOWNERS' ASSOCIATION, INC.
By [Signature] (SEAL)
President

STATE OF MARYLAND, CITY/COUNTY OF HARFORD ^(MD) BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 6th day of July, 1988, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared Melvin R. Colvin, who acknowledged himself to be the Executive Vice President of SECURITY MANAGEMENT CORP., a Maryland corporation, and that he, as such Executive Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Executive Vice President; and he further acknowledged that there is no actual monetary consideration for this instrument.

AS WITNESS my hand and Notarial Seal.

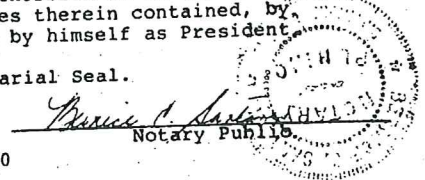


My Commission Expires: July 1, 1990

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

I HEREBY CERTIFY, that on this 6th day of July, 1988, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared [Signature] who acknowledged himself to be the President of HUNT VALLEY STATION HOMEOWNERS' ASSOCIATION, INC., a Maryland corporation, and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

AS WITNESS my hand and Notarial Seal.



My Commission Expires: July 1, 1990

Return To:

- 3 -
Nolan Plumbers + Wms
Suite 1105, 300 E. Joppa Rd
Towson MD 21204

Welcome Letter
Hunt Valley Station Homeowners Association Inc.



Dear Prospective Homeowner,

American Community Management, Inc. would like to take this opportunity to introduce ourselves as the managing agent for your Community Association. We are a full service community management firm that was established to assist community associations in the maintenance and operation of their community. As the managing agent, we have the responsibility of assisting the board of directors with the execution of processes for their association.

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

In order to assist us in the efficient management of your Association, it is important that we have an accurate record of ownership for each property. Please take a few moments to complete the attached questionnaire form and return it to American Community Management, Inc. at your earliest convenience.

To assure a smooth transition from the former owner to you, please make sure that:

- We receive a copy of your settlement sheet immediately following your settlement.
- Complete and return to our office the "Notice to Council of Unit Owners" which is pursuant to the Annotated Code of Maryland and included.

You will receive a welcome letter with additional information once we have received your settlement sheet.

Communication is an important key in building a successful relationship. We are very interested in your comments and have made communicating with us easy by giving you several options to reach us. You may contact American Community Management online at www.acmhome.com, or by U.S. Mail, telephone or fax.

Sincerely,

The Staff of American Community Management, Inc.

Enclosures

NOTICE TO COUNCIL OF UNIT OWNERS

TO: Council of Unit Owners of Hunt Valley Station Homeowners Association, Inc.
To be completed at or after settlement and forwarded to the Council of Unit Owners.
To the extent available, the following information is provided pursuant to Section 11B-106;
subsection (c), (2) of the Maryland Homeowners Act relating to the sale and transfer of the unit
identified herein.

UNIT IDENTITY: _____
(Complete Address of Unit)

SELLING UNIT OWNER (S): (1)
(2)

FORWARDING ADDRESS OF SELLER: _____

PURCHASER (S): (1) _____

(2) _____

MAILING ADDRESS: _____

PHONE NUMBER OF PURCHASER: _____

TENANT'S NAME (If Applicable): _____

DATE OF SETTLEMENT: _____

The proportionate amounts of outstanding homeowners fees or assessments assumed by
Seller(s) and Purchaser(s) are as follows: _____

MORTGAGE COMPANY: _____

ADDRESS: _____

Date

Purchaser or Agent

Date

Purchaser or Agent

RETURN FORM TO

**Hunt Valley Station Homeowners Association, Inc.
C/o American Community Management, Inc
7484 Candlewood Road, Suite H, Hanover, MD 21076**