## **Compliance Inspection Form**

# Carriage Homes at the Pointe Community Association, Inc

Unit Owner: Estate of Cockey

Property Address: 105 Rangeford Dr Owings Mills, MD 21117-5037

Inspector's Name: Teresa Thmas Date of Inspection: 01/11/2023

Date Ordered: 01-10-2023

Inspectors Observations/Comments:

There are no issues.

Covenant Violations Noted:

none

Closing Comments:

### HOMEOWNERS ASSOCIATION RESALE CERTIFICATE

Carriage Homes at the Pointe Community Association, Inc

Current Owner: Estate of Cockey Property Address: 105 Rangeford Dr

Owings Mills, MD 21117-5037

**Date Prepared: 01-17-2023** 

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

### HOMEOWNERS ASSOCIATION ACT DISCLOSURE STATEMENTS

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

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

Carriage Homes at the Pointe Community Association, Inc.

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

### \$64.51 per quarter due on the 1st of January, April, July & October

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:

### \$57.49 balance due for January 1st.

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**

### Carriage Homes at the Pointe Community Association, Inc

` ,	Agent has actual knowledge of ions or notices of default agains		
None			
	actual knowledge of the follow pect to the common elements of		nealth or
None			
(6) The recreational or or the Council of Unit (	other facilities which are to be of Dwners are:	ised or maintained by the unit o	owners
None			
(7) The following are it are attached to this Cert	tems which the selling unit own tificate:	er must provide to the purchase	r and
relating to the develop become obligated upor	, and all covenants, restriction oment and the Homeowners As n becoming the Owner of the l n owner and the Owner's Tena	ssociation, to which the buyer Lot. These obligations are	
(9) The Declaration no	ge of any insurance policies in f	orce for the benefit of unit own	ers is
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Confirmation #: KMXBLC497

### HOMEOWNERS ASSOCIATION RESALE CERTIFICATE

### Carriage Homes at the Pointe Community Association, Inc

### Comments

In addition to this certificate, title companies need to visit homewisedocs.com to obtain current association dues. See below for the transfer fee.

Please be advised that the Carriage Homes at the Pointe Community Association, Inc. maintains a limited services contract with American Community Management, Inc. We are contracted to provide accounting and/or administrative services only. We rely on information provided by the Board of Directors and Committees to prepare a Resale Certificate. We cannot be held liable for omissions, misrepresentations or disclosures made in error as we are not employed to manage the association.

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

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

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.

\*\*\*\*\*\* PLEASE NOTE \*\*\*\*\*\*

They are part of master association - Owings Mills New Town

Contact information:

David Silbernagel, CMCA
Community Association Assistant
WPM Real Estate Management
443-796-7376 (office) | 443-213-1640 (fax)

Percentage of owner occupied units is unknown.

BUYER: A copy of the resale certificate that was purchased for this home must be provided to the buyer for their use as a new homeowner.

### AFTER SETTLEMENT:

TITLE COMPANIES: There is a transfer fee of \$175. Please mail the transfer fee and a copy of the HUD-1 or Alta Paperwork as directed in resale demand documentation to: American Community Management PO Box 488 Linthicum Heights MD 21090. Please, no personal checks.

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

### Exhibit B

### § 11B-106. Annotated Code of Maryland

- (a) A contract for the resale of a lot within a development, or for the initial sale of a lot within a development containing 12 or fewer lots, to a member of the public who intends to occupy or rent the lot for residential purposes, is not enforceable by the vendor unless:
- (1) The purchaser is given, on or before entering into the contract for the sale of such lot, or within 20 calendar days of entering into the contract, the disclosures set forth in subsection (b) of this section;
- (2) The purchaser is given any changes in mandatory fees and payments exceeding 10 percent of the amount previously stated to exist and any other substantial and material amendment to the disclosures after they become known to the vendor; and
- (3) The contract of sale contains a notice in conspicuous type, which shall include bold and underscored type, in a form substantially the same as the following:

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

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

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

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

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

- (b) The vendor shall provide the purchaser the following information in writing:
  - (1) A statement as to whether the lot is located within a development;

- (2) (i) The current monthly fees or assessments imposed by the homeowners association upon the lot;
  - (ii) The total amount of fees, assessments, and other charges imposed by the homeowners association upon the lot during the prior fiscal year of the homeowners association; and
  - (iii) A statement of whether any of the fees, assessments, or other charges against the lot are delinquent;
- (3) The name, address, and telephone number of the management agent of the homeowners association, or other officer or agent authorized by the homeowners association to provide to members of the public, information regarding the homeowners association and the development, or a statement that no agent or officer is presently so authorized by the homeowners association;
  - (4) A statement as to whether the owner has actual knowledge of:
    - (i) The existence of any unsatisfied judgments or pending lawsuits against the homeowners association; and
    - 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 Carriage Homes at the Pointe Community Association, Inc

Order: KMXBLC497

Address: 105 Rangeford Dr Order Date: 01-10-2023 Document not for resale

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

\*\*\*\*SEE DECLARATION-CCR'S.\*\*\*\*

Order: KWXBLC497 Address: 105 Rangeford Dr

### Articles of Incorporation Carriage Homes at the Pointe Community Association, Inc

Order: KIVO/BLC497 Address: 105 Rangeford Dr Order Date: 01-10-2023 Document not for resale Home/WiceDeco This document is currently either not available or not applicable for this association.

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Order: KMXBLC497

Address: 105 Rangeford Dr

### Budget Carriage Homes at the Pointe Community Association, Inc

Order: KWX81.C497

Address: 105 Rangeford Dr Order Date: 01-10-2023 Document not for resale

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### **Approved Budget**Carriage Homes

Year 2023



	Amount
2023 Budget	<u></u>
Revenue	
Revenue	
4110 - Assessment Income	28,767.00
4129 - Master Assessment	12,262.00
Total: Revenue	41,029.00
Total: Revenue	41,029.00
Expense	
Expense	
Administrative	
550200 - Mgmnt Fee	5,165.00
5504 - Tax/Audit Prep Fees	2,000.00
551200 - Insurance Premium - General	2,000.00
5521 - Legal-General Matters	1,500.00
555301 - Social Committee Exp	1,000.00
556000 - Office Exp - Misc Admin/Expense	250.00
556001 - Misc Admin Twnhouse	150.00
556002 - Office Exp - Postage	300.00
556003 - Office Exp - Printing/Copying	500.00
5592 - Master Association	12,262.00
5599 - ACM Services (Outside Contract)	300.00
Total: Administrative	25,427.00
Operating	
570202 - Grounds - Maintenance	5,000.00
5730 - Snow Removal Exp.	6,500.00
574904 - Dumpster Rental	500.00
Total: Operating	12,000.00
Reserve Transfer	
592000 - Rsv Transfer - General Replacement	3,602.00
Total: Reserve Transfer	3,602.00
Total: Expense	41,029.00
Total: Expense	41,029.00

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Wed November 30, 2022 11:44:47 AM

### **Bylaws**

### Carriage Homes at the Pointe Community Association, Inc

Order: KMXBLG497

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### Carriage Homes at The Point Bylaws

Order: KMXBLC497 Address: 105 Rangeford Dr Order Date: 01-10-2023

### **BYLAWS**

### CARRIAGE HOMES AT THE POINTE COMMUNITY ASSOCIATION, INC.

### ARTICLE I NAME AND LOCATION

The name of the corporation is Carriage Homes at The Pointe Community Association, Inc., hereinafter referred to as the "Association." The principal office of the Association shall be located at 9324 Lakeside Boulevard, Owings Mills, Maryland 21117, 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. "Association" shall mean and refer to the Carriage Homes at The Pointe Community Association, Inc., its successors and assigns.
- Section 2. "Properties" shall mean and refer to that certain real property in the Second Election District of Baltimore County described in the Declaration of Covenants, Conditions and Restrictions referred to in Article II, Section 7 hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- Section 3. "Common Area" shall mean all real property owned, leased or licensed by the Association for the common use, benefit and enjoyment of the Owners.
- Section 4. "Lot" shall mean and refer to any plot of land subject to assessment by the Association, and shown upon any recorded subdivision map or plat of the Properties, with the exception of the Common Area.
- Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple or leasehold title to any Lot which is a part of the Properties, including contract sellers, but excluding ground rent owners and those having such interest merely as security for the performance of an obligation or payment of a debt.
- Section 6. "Declarant" shall mean and refer to Kevin McDonald and Dottie Jensen, Trustees, who may act jointly or individually and any successors or assigns thereof to whom they shall expressly (i) convey or otherwise transfer all their right, title and interest in the Properties, or the last thereof, as an entirety, without reservation of any kind; or (ii) transfer, set over or assign all their right, title and interest under the Declaration, or any amendment or modification thereof.

- Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions, applicable to the Properties and heretofore recorded among the Land Records of Baltimore County, Maryland, and any additions, amendments or modifications thereto.
- Section 8. "Member" or "Members" shall mean and refer to those persons entitled to membership in the Association, as provided in the Declaration.
- Section 9. Any other terms used herein shall have the meanings given to them in the Declaration.

### ARTICLE III MEETING OF MEMBERS

- Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at a time and place within the State of Maryland selected by the Board of Directors of the Association. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday.
- 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 Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days but not more than sixty (60) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.
- Section 4. Quorum. The presence at the meeting of Members or of proxies entitled to cast one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, these Bylaws or applicable law. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn

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the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies (other than the proxy given by each Builder to the Declarant pursuant to the provisions of the Declaration) shall be in writing and filed with the Secretary. Every proxy (other than the proxy given by each Builder to the Declarant pursuant to the provisions of the Declaration) 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 initially by a Board of three (3) directors, who need not be members of the Association. A majority of the entire Board of Directors is authorized to increase the number of Directors to a maximum of nine (9).

Section 2. Term of Office. From and after the first annual meeting of the Members, the term of office of the directors shall be staggered. At the first annual meeting the Members shall elect one-third (1/3) of the directors for a term of one (1) year, one-third (1/3) of the directors for a term of two (2) years, and one-third (1/3) of the directors for a term of three (3) years; and at each annual meeting thereafter the Members shall elect one-third (1/3) of the total number of directors for a term of three (3) years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his or her successors shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his or her predecessor.

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

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### ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a Member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the President of the Association prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies from among Members or non-members of the Association.

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

### ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

- Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.
- Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

### ARTICLE VII POWERS, RIGHTS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) adopt and publish rules and regulations governing the use of the Common Area, including any improvements and amenities located thereony and the personal conduct of the Members

Address: 105 Rangeford Dr Order Date: 01-10-2023 Document not for resale HomeWiseDocs and their guests thereon, and to establish penalties for the infraction thereof;

- (b) suspend the voting rights and right to use of any recreational facilities located on any Common Area of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations or any provisions of the Declaration;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) employ a manager, independent contractor, or such other individuals, entities or employees as they deem necessary and to prescribe their duties.
- Section 2. Specific Right of Inspection of The Board of Directors and The Board of Directors of Owings Mills New Town Community Association. As described in the Declaration, Carriage Homes at The Pointe is included within the Owings Mills New Town planned unit development, is subject to the Master Declaration of Covenants, Conditions and Restrictions of Owings Mills New Town dated March 28, 1990, as amended from time to time, and is subject to the rights of the Board of Directors of the Owings Mills New Town Community Association set forth in said Master Declaration. Without limitation, the Board of Directors of the Owings Mills New Town Community Association has the following right of inspection:
- (a) Every Director of the Association and every Director of Owings Mills New Town Community Association, a Maryland nonprofit non-stock corporation, will have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The foregoing right of inspection includes a right to make extracts and copies of documents, and, when such right is exercised by a Director of Owings Mills New Town Community Association, all extracts and copies of documents requested by such Director shall be at such Director's expense.
- (b) Anything contained in these Bylaws to the contrary notwithstanding, the rights of each Director of Owings Mills New Town Community Association set forth in Section 2(a) of Article VII

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of these Bylaws may not be amended, modified nor rescinded at any time without the prior written consent of the Board of Directors of Owings Mills New Town Community Association.

- Section 3. Duties. It shall be the duty of the Board of Directors to:
- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such a statement is requested in writing by one-fourth (1/4) of the Class A Members or of the Class B Members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
  - (c) as more fully provided in the Declaration, to:
- (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
- (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- (3) foreclose the lien against any Lots for which assessments are not paid within thirty (30) days after the due date thereof or to bring an action at law against the 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 a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate; and
- (g) cause to be maintained the Common Area and any other areas shown on the Plat that may be owned by governmental entities who are not maintaining such areas.

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### ARTICLE VIII OFFICERS AND THEIR DUTIES

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

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors, and thereafter at the meeting of the Board of Directors following each annual meeting of the Members. The names of the officers who shall act until the first meeting of the Board of Directors following the first annual meeting of the members and until their successors are elected and duly qualified are:

President - Timothy J. Bell
Vice President - Kevin McDonald
Treasurer - Carmen E. Gilmore
Secretary - Carmen E. Gilmore
Asst. Secretary - Neil J. Schechter

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 any officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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

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

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

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of offices created pursuant to Section 4 of this Article.

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- Section 8. Duties. The duties of the officers are as follows:
- (a) <u>President</u>. The President shall preside at all meetings of the Members and of the Board of Directors and shall see that orders and resolutions of the Board are carried out. The President shall have the authority to sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.
- (b) <u>Vice-President</u>. The Vice-President shall act in the place and stead of the President, in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board. The Vice-President shall likewise have the authority to sign all leases, mortgages, deeds and other written instruments.
- (c) <u>Secretary</u>. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.
- in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all books of account; cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

### ARTICLE IX INDEMNIFICATION OF OFFICERS AND DIRECTORS

Each officer and director of the Association, in consideration of his or her services, shall be indemnified by the Association to the extent permitted by law against expenses and liabilities reasonably incurred by him or her in connection with the defense of any action, suit or proceeding, civil or criminal, to which he or she may be a party by reason of being or having been a director or officer of the Association. The foregoing right to indemnification shall be exclusive of any other rights to which the director or officer or person may be entitled by law or agreement or vote of the Members or otherwise.

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### ARTICLE X COMMITTEES

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

### ARTICLE XI 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 Bylaws 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 XII ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the lot against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and shall be subject to a late charge of Five Dollars (\$5.00) per month until paid or twelve percent (12%) of the Assessment, whichever is greater, 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 attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of the Owner's Lot.

### ARTICLE XIII AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of two-thirds (2/3) of a quorum of Members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration or the Department of Housing and Urban Development, or any successor agencies thereto, shall have the right to veto amendments while there is Class B membership if any such agency or any successor agencies thereto have approved the Properties, any part thereof, or any Lot, for federal mortgage financing.

Order: KMZBLC497 <u>Address: 10b Rangeford Dr.</u> Order Date: 01-10-2023 Document not for resals Hone:Wiss.bucs Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

### ARTICLE XIV MISCELLANEOUS

The fiscal year of the Association shall be determined by the Board in its discretion.

IN WITNESS WHEREOF, we, being all of the directors of the Carriage Homes at The Pointe Community Association, Inc., have hereunto set our hands this 28 day of September, 1999.

Timothy J. Bell

Kevin McDonald

Carmen E. Grimore

### CERTIFICATION

I, THE UNDERSIGNED, do hereby certify:

THAT I am the duly elected and acting secretary of the Carriage Homes at The Pointe Community Association, Inc., a Maryland corporation, and that the foregoing Bylaws constitute the original Bylaws of said Corporation, as duly adopted by unanimous written consent of the Board of Directors thereof on this 28 day of September 1999.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Corporation this 28 day of \_\_\_\_\_\_\_, 1999.

armen Gilmore, Secretary (SEAL

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### INFORMAL ORGANIZATIONAL ACTIONS OF THE BOARD OF DIRECTORS OF

### CARRIAGE HOMES AT THE POINTE COMMUNITY ASSOCIATION, INC.

September 13, 1999

The undersigned, constituting all of the members of the Board of Directors of Carriage Homes at The Pointe Community Association, Inc., a Maryland non-stock corporation (the "Association"), in accordance with Section 2-408(c) of the Corporations and Associations Article of the Annotated Code of Maryland, do hereby take the actions set forth below, and to evidence their waiver of any right to dissent from such actions, do hereby consent as follows:

RESOLVED: That the Articles of Incorporation of this Association filed with the State Department of Assessments and Taxation on September 13, 1999 and attached hereto and incorporated by reference herein be and the same are hereby approved and accepted.

RESOLVED: That the Bylaws attached hereto and incorporated by reference herein be and the same are hereby declared to be the Bylaws of the Association.

RESOLVED: That the following persons be and they are hereby unanimously elected as officers of the Association in the respective capacities set forth below, the term of office of each person to be until the first annual meeting of the Board of Directors and until their respective successors shall be elected and qualified:

President: Timothy J. Bell
Vice President: Kevin McDonald
Secretary/Treasurer: Carmen E. Gilmore
Asst. Secretary: Neil J. Schechter

RESOLVED: That Edward W. Gold be and is hereby elected as a Special Assistant Secretary of the Association for the sole purpose of submitting and signing letters, applications, forms and all other documents relating to mortgage financing through the Department of Housing and Urban Development, FHA/VA/FannieMae or similar mortgage financing programs.

RESOLVED: That the Treasurer be, and is hereby authorized, empowered and directed to open one or more accounts in the Association's name with such financial institutions as the Treasurer shall deem appropriate and for the such that the such

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RESOLVED: That the Treasurer be, and is hereby, authorized to pay all fees and other expenses incident to and necessary for the organization of the Association.

RESOLVED: That the proper officer of the Association shall cause to be prepared appropriate books and records with respect to the Association.

RESOLVED: That any and all actions taken or contracts entered into heretofore by an officer or Director of the Association either as officer or Director as well as any and all actions taken or contracts entered into by said persons as individuals acting for the Association are hereby ratified, approved and confirmed by the Association and all such contracts adopted as though the individual had at such a time full power and authority to act for the Association and in the same manner as if each and every act had been done pursuant to the specific authorization of the Association.

RESOLVED: That the Budget of the Association attached hereto be and is hereby adopted.

RESOLVED: That the Annual Assessment for calendar year 1999 shall be fixed at the aggregate of Seventeen Dollars (\$17.00) per month for each assessable Lot, and that each shall be payable as more particularly set forth in the Declaration.

RESOLVED: That the following persons be and they hereby unanimously are appointed as <u>members of the Architectural Review Committee</u>: Timothy J. Bell, Kevin McDonald, Carmen E. Gilmore.

RESOLVED: That whenever the Association is required to place its corporate seal to any document, the word "(SEAL)" shall be placed adjacent to the signature of the person who executes such document on the Association's behalf; that such word, placed in such manner, shall constitute the Association's corporate seal; and that the Association shall have no other seal.

This Informal Organizational Action of the Board of Directors may be executed in counterparts.

DIRECTORS

rimothy J. Bel

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Kevin McDonald

Carmen E. Gilmore

### Declaration-CCRs Carriage Homes at the Pointe Community Association, Inc

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## CC&Rs-Declaration Carriage Homes at The Point

### FIRST AMENDMENT TO

### CARRIAGE HOMES AT THE POINTE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT to the Carriage Homes at the Pointe Declaration of

Covenants, Conditions and Restrictions (the "Declaration") is made this day of
No very been 2000, by the CARRIAGE HOMES AT THE POINTE COMMUNITY
ASSOCIATION, INC. (the "Association")
WHEREAS, the Association on the 25 day of Nation ). 20 06,
by the affirmative yote of at least two-thirds (2/3) of the Record Owners as required pursuant to
Article XII, Section 9 of the Declaration, at a meeting duly called pursuant to Article III, Section
2 of the By-Laws of Carriage Homes at the Pointe Community Association, Inc., resolved to and
did amend the Declaration. The Declaration is recorded among the Land Records of Baltimore
County in Liber S.M. No. 14237, folio 511:

### NOW, THEREFORE, WITNESSETH:

1. That Article II, Section 22 of the Declaration be and is hereby amended by striking said section in its entirety and replacing it with the following:

### "ARTICLE II

### COVENANTS, CONDITIONS AND RESTRICTIONS

Section 22. LEASE AGREEMENTS. No Record Owner other than a Mortgagee in possession shall lease all or any part of its Lot or any Structure located thereon, except under certain mitigating circumstances, including but not limited to, temporary job relocation more than fifty (50) miles from the Lot, the disability of one or more of the Record Owners requiring an extended absence from the Lot, extreme difficulty in selling the Lot, and/or any other circumstance deemed appropriate by the Board of Directors, in its sole and absolute discretion. For purposes of this amendment, disability is defined as a serious mental and/or physical condition requiring the Record Owner to live away from the Lot for a period of time in excess of three (3) months, as certified by two

SALTIMORE COUNTY CIRCUIT COURT (Land Records) [MSA CE 02-25893] Book SM 26038 p 0595. Printed 11/03/2010 Online 08/17/2007

physicians. For purposes of this amendment, extreme difficulty in selling the Lot is defined as the inability to sell the Lot despite having listed the Lot with a licensed Maryland real estate broker for at least six (6) months, upon commercially reasonable terms and at an appropriate listing price. The Board of Directors may require the Record Owner to submit an appraisal of the Lot conducted by a licensed real estate appraiser acceptable to the Board of Directors, as evidence of an appropriate listing price. This amendment shall be effective as of the date of recording among the Land Records of Baltimore County; provided, however, that any lease in effect as of the date of recording may remain in effect through the later of (i) the end of the then current term of such lease, excluding any extensions thereof, or (ii) the expiration of one (1) year from the date of the recording of this amendment among the Land Records of Baltimore County. All permitted leases shall be on the form of lease approved by the Board of Directors, as the same may be amended from time to time, and shall include, at a minimum, a statement that the obligations of the Record Owner that limit or affect the use and occupancy of the Lot or any Structure located thereon are enforceable against the lessee and that any failure by the lessee or other occupant to comply with such provisions shall be a default under such lease. All leases shall also list the names of all of the occupants of the Lot and any Structure located thereon. With respect to rental of a Lot or any Structure located thereon, the Record Owner must supply any lessee, for its use during occupancy, and prior to the execution of the lease by the lessee, with a complete set of Association documents and must provide the Board (through the Manager) with written verification same has been delivered to the lessee. Approval of any lease may be denied if such written verification is not provided. Association documents are deemed to include the recorded Declaration, recorded By-Laws, and all Rules and Regulations and amendments or supplements adopted by the Board of Directors from time to time with respect to the Association, and any amendments or supplements to the Association documents which become effective during the lessee's occupancy. addition, Association documents are deemed to include the By-Laws and the Declaration of Covenants, Conditions and Restrictions of the Owings Mills New Town Community Association, Inc. (the "New Town Association"), and all related Rules and Regulations and amendments or supplements adopted by the Board of Directors of the New Town Association, and any amendments or supplements to the New Town Association documents which become effective during the lessee's occupancy. If the Record Owner fails to supply the Association documents to the lessee, the Board of Directors or Manager may do so and bill the Record Owner a fee for reproduction and handling costs, and

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> failure to pay such fee shall constitute a violation of the Association documents. This amendment shall be effective as of the date of recording among the Land Records of Baltimore County; provided, however, that any lease in effect as of the date of recording may remain in effect through the later of (i) the end of the then current term of such lease, excluding any extensions thereof, or (ii) the expiration of one (1) year from the date of the recording of this amendment among the Land Records of Baltimore County."

IN WITNESS WHEREOF, the undersigned President and Secretary of the Carriage Homes at the Pointe Community Association, Inc., hereby certify that the foregoing Amendment to the Declaration was approved by the Record Owners having the required percentage of votes of the Association.

WITNESS:	CARRIAGE HOMES AT THE POINTE
M . /	COMMUNITY ASSOCIATION, INC.
Wenne H. W.	By: faul Ostilingin Secretary
V	By: 15 Eco Beech
	President

STATE OF MARYLAND COUNTY OF DATIMOVE ) to wit:

I hereby certify that on this 26 day of Feb, 200% before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared and Busch / P. Hatchinsowho acknowledged that they are the Secretary and President, respectively, of the CARRIAGE HOMES AT THE POINTE COMMUNITY ASSOCIATION, INC., and that each of them, in their respective capacities as Secretary and President, being authorized to do so, executed the foregoing instrument by signing for the Association by himself/herself as Secretary or President.

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

My commission expires: 12/12007 len KMXBLC497

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I HEREBY CERTIFY that the within Amendment to the Declaration of Covenants, Conditions and Restrictions has been prepared under my supervision and that I am an attorney duly admitted to practice law before the Court of Appeals of Maryland.

Laurá L. Henninger

TO THE RECORDING OFFICER: After recording, please return to:

Henninger & Henninger, LLC 5 South Hickory Avenue Bel Air, Maryland 21014 410/836-5300

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State of Maryland Land Instrument Intake Sheet

Baltimore City A County: Baltimore

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

(Type or Print in Black Ink Only—All Copies Must Be Legible) "( Check Box if addendim intake Form is Attached.) THEE FID SURE \$ Type(s) Other Ancada of Other 20.00 Deed of Instruments Mortgage RECORDING FEE to Declaration Deed or Trust MUL 10.00 ROSE BAGE Conveyance Type Check Box Multiple Accounts Not an Arms-Improved Sale Unimproved Sale Ropt # 58118 Arms-Length [1] Arms-Length [2] Arms-Length [3] Length Sale [9] 81k # 1929 Alegi 13, 20007 Recordation 92:38 FB Tax Exemptions State Transfer. (if Applicable) County Transfer

County Transfer

Proce/Consideration | \$ 0.00 | Proce/Consideration Tax Consideration Cite or Explain Authority 4. Consideration Any New Mortgage 0.00 \$ . and Tax Balance of Existing Mortgage Calculations Other: Total Translate Tax 1.5 Other: \$ Full Cash Value; \$ Б Amount of Free Agent: 20.00 20.00 Recording Charge Fees Tax Bill: Surcharge \$ State Recordation Tax \$ State Transfer Tax C.B. Credit: \$ County Transfer Tax Ag. Tax/Other: Other Other oper (Tall) No. (1) Grantor Liber/Folio Var. LOG . 6. District **3.000** Parcel No. (<del>5</del>) 14237 Description of Block Bb) BabyaR (3: Mat Ref. SqFt/Acreage (4) Lot (3a) Property <u> ۱۱۷/حج</u> SDAT requires Location/Address of Property Ming submission of all applicable information Water Meter Account No. . A maximum of 40 Other Property Identifiers (if applicable) characters will be Indexed in accordance Residential or Non-Residential . | Fee Simple or Ground Rent Amounts with the priority cited in Partial Conveyance? Yes No Description/Amt. of SqFt/Acreage Transferred: Real Property Article Section 3-104(g)(3)(i). If Partial Conveyance, List Improvements Conveyed: Doct 1: (Grantor(s) Name(s) Doc. 2 - Grantor(s) Name(s) 7 Homes at the Pointe arriage Transferred Community Association Inc.
Dac. 1 - Owner(s) Record, it Different from Gruntor(s) From Doc. 2 · Owner(s) of Record, If Different from Grantor(b) Doc. 2 - Grantee(s) Name(s) Doc T Grantee(s) Name(s) **.,B**. Transferred Carriage Homes at the To Community Association, Jas New Owner's (Grantec) Malling Address Doc. 1 - Additional James to be Indexed (Optional) Doc 2 - Additional Names to be Indexed (Optional) . Other Names to Be indexed A 4.3 This indicated Submitted By or Contact Person Return to Contact Person Contact/Mail Name: Laura Henninger Information ☐ Hold for Pickup Henringer Henninger DI | A. HID 21617 Phone: (410) 836 5300 PReturn Address Provided IMPORTANT: ROTH THE ORIGINAL DEED AND A PHOTOCOPY MOST ACCOMPANY EACH TRANSFER Return Address Provided Yes No Will the property being conveyed be the grantee's principal residence? Yes No Does transfer include personal property? If yes, identify: Assessment Information The COUNTY Surveyed? If yes, attach copy of survey (if recorded, no copy required).

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### CARRIAGE HOMES AT THE POINTE COMMUNITY ASSOCIATION, INC.

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CARRIAGE HOMES AT THE POINTE COMMUNITY ASSOCIATION, INC.

# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS (the "Declaration") made this <u>as</u> day of <u>September</u>, 1999, by **KEVIN MCDONALD and DOTTIE JENSEN**, TRUSTEES (the "Declarant").

# RECITALS

- A. The Declarant is the developer of certain land in the Fourth Election District of Baltimore County, Maryland, shown on the plats entitled "Plat 1 of 3, Area 3EA, Owings Mills New Town 'The Pointe'" and "Plat 3 of 3 & Resubdivision of Area 4AB & Stormwater Management Pond Number 6, Owings Mills New Town The Pointe", which plats were recorded among the Land Records of Baltimore County, Maryland (the "Land Records") on June 30, 1999, in Plat Book S.M. No. 71, folio 125-126 (the "Land").
- B. It is the intention of the Declarant to develop the Land as a residential community, and to insure therefor a uniform plan and scheme of development, and unto that end the Declarant has adopted, imposed and subjected the property hereinafter described to certain covenants, conditions, restrictions, easements, charges and liens (collectively, the "Covenants"), as set forth herein for the following purposes:
- (1) To insure uniformity in the development of the Lots (as hereinafter defined) in the Community (as hereinafter defined).
- (2) To facilitate the sale by the Declarant, its successors and assigns, of the land in the Community by reason of its ability to assure such purchasers of uniformity.
- (3) To make certain that the Covenants shall apply uniformly to all enumerated Lots which are shown on the Plat (as hereinafter defined) for the mutual advantage of the Declarant, the Record Owners and any Mortgagee (as such capitalized terms are defined herein) and to all those who may in the future claim title through any of the above.
- (4) To provide for the benefit of the Record Owners, for the preservation of the value and amenities in the Community, and for the maintenance of certain reserved open spaces and common areas, including but not limited to easements, charges and liens, hereinbelow set forth, and for the creation of an association to be delegated and assigned the powers of maintaining and administering the Common Area (as hereinafter defined), and enforcing all

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C. The Trustees may act jointly or one Trustee may act on behalf of all as Declarant.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT the Declarant does hereby establish and impose upon the Property (as hereinafter defined), including the Lots (as hereinafter defined), the Covenants to be observed and enforced by them, their successors and assigns, as well as by all purchasers of Lots as shown on the Plat, to wit:

# ARTICLE I DEFINITIONS

The following words when used in this Declaration (unless the context otherwise requires) shall have the following meanings:

- (a) "Association" shall mean and refer to the Carriage Homes at The Pointe Community Association, Inc.
- (b) "Builder" shall mean any person or entity other than the Declarant, which shall, construct a dwelling on a Lot and sell or lease it to another person to occupy as such person's residence.
- (c) "Common Area" shall mean and refer to those areas of land, sometimes designated on the Plat as "H.O.A. Open Area," intended to be devoted to the common use and enjoyment of the Record Owners of the Lots, including but not limited to reserved open spaces, maintenance areas, easements for ingress, egress, drainage, utilities and other purposes, non-tidal wetlands, buffer areas, forest buffer, steep slopes, private streets, parking areas, storm water detention facilities, and any other real property or other facilities in which the Association acquires a right of use for the benefit of the Association and its members, saving and excepting, however, so much of the Land previously conveyed or to be conveyed to Baltimore County, Maryland.
- (d) "Declarant" shall mean and refer to Kevin McDonald and Dottie Jensen, Trustees, and any successor or assign thereof to whom they shall expressly (i) convey or otherwise transfer all of their right, title and interest in the Land, the Property, or the lands thereof, as an entirety, without reservation of any kind, or (ii) transfer, set over and assign all of its right, title and interest under this Declaration, or any amendment or modification thereof.

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- (e) "Community" shall mean and refer to all of the land Hereby made subject to this Declaration by an instrument in writing, duly executed and recorded among the Land Records and any additional land that may hereafter expressly be made subject to this Declaration by an instrument in writing, duly executed and recorded among the Land Records.
- (f) "Lot" and/or "Lots" shall mean and refer to those areas of land shown and defined as parcels or plots of ground (exclusive of the Common Area) and designated by numerals on the Plat.
- (g) "Mortgage" means any mortgage or deed of trust encumbering any Lot or any or all of the Common Area, and any other security interest existing by virtue of any other form of security instrument or arrangement, provided that such mortgage, deed of trust or other form of security instrument, and an instrument evidencing any such other form of security arrangement, has been recorded among the Land Records.
  - (h) "Mortgagee" means the person secured by a Mortgage.
- (i) "Plat" shall mean and refer to the plats entitled "Plat 1 of 3, Area 3EA, Owings Mills New Town 'The Pointe!" and "Plat 3 of 3 & Resubdivision of Area 4AB & Stormwater Management Pond Number 6, Owings Mills New Town The Pointe", which plats were recorded among the Land Records on June 30, 1999, in Plat Book S.M. No. 71, folio 125-126 and any plats recorded among the Land Records in substitution therefor or amendment thereof, plus any plats hereafter recorded among the Land Records of any additional land that may hereafter expressly be made subject to this Declaration by an instrument in writing, duly executed, and recorded among the Land Records.
- (j) "Property" shall mean and refer to all of the land shown on and subject to the Plat, including any additional land that may hereafter expressly be made subject to this Declaration by an instrument in writing, duly executed and recorded among the Land Records.
- (k) "Record Owner" or "Owner" shall mean, refer to and include the person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding the record title to a Lot, or on any additional property subjected to this Declaration under the provisions of Article III hereof, as said Lot is now or may from time to time hereafter be created or established, either in his, her, or its own name, as joint tenants, tenants in common, tenants by entirety, or tenants in copartnership, if the Lot is held in such real property tenancy or partnership relationship. If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, hold the record title to any one (1) Lot, whether it is in

a real property tenancy, or partnership relationship, or otherwise, all of the same, as a unit, and otherwise shall be deemed a single Record Owner and shall be or become a single member of the Association by virtue of ownership of such Lot. The term "Record Owner," however, shall not mean, refer to or include any contract purchaser, nor the owner of any redeemable ground rent issuing out of any Lot, nor shall it include the holder of any deed of trust or mortgage covering any Lot designed solely for the purpose of securing performance of an obligation or payment of debt.

(1) "Structure" means any thing or device the placement of which upon the Property (or any part thereof) may affect the appearance of the Property (or any part thereof) including, by way of illustration and not limitation, any building, trailer, garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, clothesline, radio, television or other antenna or "dish", fence, sign, curbing, paving, wall, roadway, walkway, exterior light, landscape, hedge, trees, shrubbery, planting, signboard or any temporary or permanent living quarters (including any house trailer), or any other temporary or permanent improvement made to the Property or any part thereof. "Structure" shall also mean (i) any excavation, fill, ditch, diversion, dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across the Property, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across the Property, and (ii) any change in the grade of the Property (or any part thereof) of more than six (6) inches from that existing at the time of first ownership by a Record Owner hereunder.

## ARTICLE II

# COVENANTS, CONDITIONS AND RESTRICTIONS

1. ADMINISTRATION; ARCHITECTURAL REVIEW COMMITTEE. The Carriage Homes at The Pointe Architectural Review Committee, which shall be appointed by the Board of Directors of the Association, referred to herein and in the succeeding sections of this Declaration (the "Architectural Review Committee") shall have all the rights, powers and duties granted to it by the Declarant pursuant to this Declaration. Each member shall act and serve during the Development Period (hereinafter defined), and thereafter until his successor shall be duly appointed. At any time after the expiration of the Development Period, the then members of the Association shall have the power, upon a majority vote of the members of the Association, to elect new members to, or otherwise change the membership of, the Architectural Review Committee, so long as the Architectural Review Committee shall at all times be comprised of three (3) members. In the event of death or resignation of any member of the Architectural Review Committee during the Development Period, the Declarant shall have the sole right and authority to appoint a successor by designating the name

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and address of such successor. Declarant may relinquish to the Association its right to designate any successor member of the Architectural Review Committee prior to the expiration of the Development Period, in the sole discretion of Declarant. At any time, or from time to time, during the Development Period, the initial members of the Architectural Review Committee may be replaced for any reason with other individuals selected by the Declarant in its sole discretion. All questions shall be decided by a majority of the members of the Architectural Review Committee, and such majority shall be necessary and sufficient to act in each instance and on all matters. Each member of the Architectural Review Committee, now or hereafter appointed, shall act without compensation for services performed pursuant to this Declaration. The Declarant hereby grants to the Architectural Review Committee, its successors and assigns, the right to establish architectural design criteria for the community, (the "Design Guidelines") which shall be made available to all members, and to waive such portion or portions of the Covenants numbered four (4) through twenty-nine (29) of this Article II as the Architectural Review Committee, in its sole discretion, may deem advisable and in the best interest of the Community.

# 2. ARCHITECTURAL REVIEW.

- (a) No Structure (other than construction or development by, for or under contract with Declarant) shall be constructed on any Lot nor shall any addition (including awnings and screens), change, or alteration therein or thereto (including any retreatment by painting or otherwise of any exterior part thereof unless the original color and material are used) (collectively, "Alterations") be made to the exterior of any Structure and/or contour of any Lot, nor shall any work be commenced or performed which may result in a change of the exterior appearance of any Structure until the plans and specifications, in duplicate, showing the nature, kind, shape, dimensions, material, floor plans, color scheme, location, proposed topographical changes, together with the estimated costs of said construction, Alterations or other changes, the proposed construction schedule, and a designation of the party or parties to perform the work, have been submitted to and approved in writing by the Architectural Review Committee, its successors and assigns, and until all necessary permits and any other governmental or quasi-governmental approvals have been obtained. The approval of the Architectural Review Committee of any Structure, Alterations or other changes shall in no way be deemed to relieve the Record Owner of any Lot from its obligation to obtain any and all permits and approvals necessary for such Structure, Alterations or other changes.
  - (b) The Architectural Review Committee shall consider applications for approval of plans, specifications, etc., upon the basis of conformity with this Declaration, applicable law and the Design Guidelines and shall be guided by the extent to which such

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proposal will insure conformity and harmony in exterior design and appearance, based upon, among other things, the following factors: the quality of workmanship; nature and durability of materials; harmony of external design with existing structures; choice of colors; changes in topography, grade elevations and/or drainage; the ability of the party or parties designated by the Record Owner to complete the Structure, Alterations and/or other changes proposed in accordance with this Declaration, including, without limiting the foregoing, such factors as background, experience, skill, quality of workmanship, financial ability, etc.; factors of public health and safety; the effect of the proposed Structure, Alterations and/or other changes on the use, enjoyment and value of other neighboring properties, and/or on the outlook or view from adjacent or neighboring properties; and the suitability of the proposed Structure, Alterations and/or changes with the general aesthetic value of the surrounding area.

- (c) The Architectural Review Committee shall have the right to refuse to approve any such plans or specifications, including grading and location plans, which are not suitable or desirable in its opinion, for aesthetic or other considerations. Written requests for approval, accompanied by the foregoing described plans and specifications or other specifications and information as may be required by the Architectural Review Committee from time to time shall be submitted to the Architectural Review Committee by registered or certified mail or in person in which case a written receipt shall be obtained. In the event the Architectural Review Committee fails to approve or disapprove any plans within sixty (60) days of receipt thereof, such plans shall be deemed approved. Approval of any particular plans and specification or design shall not be construed as a waiver of the right of the Architectural Review Committee 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. The Architectural Review Committee shall have the right to charge a processing fee, not in excess of \$100.00, for such requests.
- (d) Construction or Alterations in accordance with plans and specifications approved by the Architectural Review Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date of approval and completed within twelve (12) months of commencement of the Alterations, or within such other period as the Architectural Review Committee 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 Architectural Review Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. After construction, all Structures, Alterations and/or other changes shall be maintained continuously in strict conformity with the plans and specifications so approved and all applicable laws.

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- If any Structure is altered, erected, placed or maintained on any Lot other than in accordance with approved plans and specifications therefor and applicable law, such action shall be deemed to be a violation of the provisions of this Declaration and, promptly after the Association gives written notice thereof to its Record Owner, such Structure shall be removed or restored to its condition prior to such action, and such use shall cease, so as to terminate such violation. If within thirty (30) days after having been given such notice, such Record Owner has not taken reasonable steps to terminate such violation, any agent of the Association may enter upon such Lot and take such steps as are reasonably necessary to terminate such violation. Such Record Owner shall be personally liable to the Association for the cost thereof, to the same extent as he is liable for an Assessment levied against such Lot, and, upon the failure of the Record Owner to pay such cost within ten (10) days after such Record Owner's receipt of written demand therefor from the Association, the Association may establish a lien therefor upon such Lot in accordance with and subject to the provisions of this Declaration applicable to an assessment lien.
- (f) Any member of the Architectural Review Committee, upon the occurrence of a violation of the provisions of this Declaration, and after the Association or the Architectural Review Committee gives written notice thereof to the Record Owner of the applicable Lot, at any reasonable time, may enter upon and inspect any Lot and the exterior of any Structure thereon to ascertain whether the maintenance, construction or alteration of such Lot or Structure are in accordance with the provisions hereof.
- ASSIGNMENT BY ARCHITECTURAL REVIEW COMMITTEE. all of the rights and powers (including discretionary powers and rights and powers of consent or approval) herein reserved to or conferred upon the Architectural Review Committee, at its election and in its sole discretion, may be delegated, assigned or transferred by an assignment recorded among the minutes of the Association to any one or more corporations or associations or committees of individuals agreeing to accept the same, and any such assignment or transfer of such rights or powers may be made by the Architectural Review Committee as to all of said land subject to this Declaration or as to any part or parts thereof and may be to different parties for different parts of said land subject to this Declaration and upon such recordation thereof in the minutes of the Association, the grantee(s) or transferee(s) of such rights and powers shall thereupon and thereafter have the right to exercise and perform all the rights and powers so assigned or transferred by such an instrument in lieu of the Architectural Review Committee, upon and subject, however, to such limitations, conditions, reservations, and provisions as may be imposed by or set forth in such instrument of assignment of transfer. Such instruments assigning or transferring such rights and powers as aforesaid may, among other things, provide for future or further assignment or

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- 4. LAND USE. The Lots, except as hereinafter provided, shall be used for private and residential purposes only and no Structure of any kind whatsoever shall be erected, altered or maintained thereon except a private dwelling house for the sole and exclusive use of the Record Owner or occupant of the Lot. None of the Lots shall at any time be used for apartments or other types of multiple housing units; it being the intention of the Declarant that each and every one of the Lots be used solely for one (1) single family attached dwelling, and no other purposes, except such purposes as may be specifically reserved in the succeeding sections of this Declaration.
  - 5. <u>SWIMMING POOLS</u>. No swimming pools, whether "in ground", "above ground" or other type, shall be permitted on any Lot.
- 6. <u>DRIVEWAYS</u>. Paved driveways shall be permitted on any Lot located on the Property which Declarant may designate to be appropriate for paved driveways.
- 7. EXTERIOR MATERIALS. All primary exterior materials of any Structure constructed on a Lot shall be in material approved by the Architectural Review Committee.
- 8. <u>TEMPORARY STRUCTURES</u>. No Structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.
- 9. REAL ESTATE SALES OR CONSTRUCTION OFFICE. Notwithstanding anything contained herein to the contrary, a real estate sales or construction office or a trailer and related signs, may be erected, maintained and operated on any Lot, or in any Structure now or hereafter located thereon, provided such office or trailer, and signs, are used and operated only in connection with the development and/or initial sale of any Lot or Lots, and/or the initial construction of improvements on any Lot now or hereafter laid out or created in the Community. Nothing herein, however, shall be construed to permit any real estate sales or construction office, trailer, or sign after such initial development, sales, and/or construction is completed. Except as expressly permitted hereinabove, neither any part of any Lot, nor any improvement now or hereafter erected on any Lot, shall be used for any real estate sales or construction office or trailer, nor shall any sign used in conjunction with such uses be erected without prior written approval of the Architectural Review Committee.
- 10. <u>CLOTHES LINE</u>. No exterior clothes dryer, clothes pole or similar equipment shall be erected, installed or maintained on any Lot, nor shall articles of clothing bedding, etc. be hung outside

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any Structure.

- 11. SHEDS. No storage sheds, either free-standing or adjacent to any dwelling, shall be erected, installed or maintained on any lot.
- 12. TRAFFIC VIEW. No Structure, landscaping, shrubbery or any other obstruction shall be placed on any Lot so as to block the clear view of traffic on any streets, nor shall any planting be done on any corner Lots that will exceed three (3) feet in height (except shade trees which shall be trimmed so that a clear view may be maintained to the height of eight (8) feet) closer than twenty (20) feet from either street line.
- 13. FRONT LAWN. The area within the front of a dwelling shall be kept only as a lawn for ornamental or decorative planting of grass, trees and shrubbery.
- FENCES AND WALLS. No fence, wall or other similar enclosure may be built on any Lot, except a rear yard fence (including a side yard fence on a corner Lot), which fence shall not extend forward of the rear foundation wall, shall not exceed five (5) feet in height, and shall not impede surface drainage. The height restriction shall apply to enclosures of patios or open gardens, privacy screens or work area screens, but shall not apply to retaining walls required by topography, where such enclosures are approved in advance by the Architectural Review Committee; provided they do not extend beyond the minimum building lines to any Lot line, and provided that they are located to the rear of the front face of the Structure. Under no circumstances, however, may such enclosures exceed a height of six (6) feet. No fences, walls or hedges shall be erected or placed nearer to any street Lot line than the minimum building line. Such enclosures may extend beyond the minimum building line to a Lot line, provided any such enclosure is fifty percent (50%) "see-through." All gates must open inward onto a Lot and shall not open onto another Lot or the Common Area. All fences and walls (except such fences and walls as may be installed and/or constructed by Declarant or any Builder simultaneously with the initial construction of a dwelling on a Lot by Declarant or any Builder in accordance with plans and specifications approved by Declarant) must receive the prior written approval of the Architectural Review Committee. Any such fence or wall shall be decorative in character (rail, picket, etc.), and not of chain link or chicken wire. The foregoing restriction shall not be construed to prohibit the growth of an ornamental hedge fence, which shall be kept neatly trimmed, and shall be trimmed to a hedge of not more than three (3) feet in the front yard of any Lot and the side yard of corner Lots.
- 15. NEAT APPEARANCE. Record Owners shall, at all times, maintain their Lots and all appurtenances thereto in good repair and in a state of neat appearance, including but not limited to,

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the seeding, watering and mowing of all lawns and yards, keeping all sidewalks, if any, neat, clean and in good repair, and free of ice and snow, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all Structures on the Lot, all in a manner and with such frequency as is consistent with good property management and maintenance. in the opinion of the Architectural Review Committee, any Record fails to perform the duties imposed hereunder, Association, on affirmative action of a majority of the Board of Directors, after fifteen (15) days written notice to such Record Owner to remedy the condition in question, and upon failure of the Record Owner to remedy the condition, shall have the right (but not the obligation), through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot and the improvements or Structures thereon, and the cost thereof shall be a binding, personal obligation of such Record Owner, as an additional assessment on the Lot.

- 16. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood or any adjoining property owners. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such properly maintained and operated devices 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 Structure constructed upon any Lot. No snowmobiles, go-carts, motorbikes, trail bikes, other loud-engine recreational vehicles or skateboard ramps shall be run or operated upon any Lot or upon any roadways serving the Property.
- 17. ANIMALS. No animals, livestock, or poultry of any kind, including pigeons, shall be raised, bred or kept on any Lot, except that dogs, cats or any household pets, not exceeding two (2) in the aggregate, may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they are kept so as to avoid becoming a nuisance to the neighborhood or to any adjoining property owners, and do not roam unattended on the Property. Household pets shall not include miniature pigs, horses or other hybrid livestock or farm animals. Pets shall be registered, licensed and inoculated as required by law. Owners shall be responsible for the immediate clean-up and removal of their pets' waste from any other Lot and the Common Area.
- 18. VEHICLES. Other than private passenger vehicles, vans, trucks or permitted commercial vehicles in regular operation, no other motor vehicles or inoperable, unlicensed, junk or junked cars or other similar machinery or equipment of any kind or nature (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any Lot) shall be kept on the Property No commercial vehicles

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over 3/4 ton rated capacity ("Commercial Vehicles") shall be left parked on any part of the Property, including, without limitation, any street or Lot, longer than is necessary to perform the business function of such vehicle in the area; it being the express intention of this restriction to prevent the parking of Commercial Vehicles upon the Property, including, without limitation, the streets or Lots in the Community, for a time greater than that which is necessary to accomplish the aforesaid business purpose. For the purposes hereof, a vehicle shall be deemed inoperable unless it is licensed, contains all parts and equipment, including properly inflated tires, and is in such good condition and repair as may be necessary for any person to drive the same on a public highway. No Commercial Vehicles, trailers, boats, buses, campers or tractors shall be parked, stored, maintained or repaired on any Lot. However, during construction of dwellings, the Declarant and the Builder may maintain Commercial Vehicles and trailers on the Lots or Property for purposes of construction, and for use as a field or sales office. Commercial Vehicles, trailers, boats, buses, campers or tractors shall not be parked upon any streets or Common Areas, except in areas, if any, specifically designated by the Architectural Review Committee for such parking. No vehicles shall be repaired on any portions of the Property except in emergencies.

- 19. LIGHTING AND WIRING. The exterior lighting on Lots shall be directed downward and shall not be directed outward from, or extend beyond, the boundaries of any Lot. All wiring on any Lot shall be underground. The Architectural Review Committee shall develop reasonable rules for the placement of any exterior radio, television and/or citizens band radio antennae, satellite dish, or other broadcasting or receiving apparatus upon any Lot. Such rules shall be subject to and permitted by applicable law.
- 20. SUBDIVISION. 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; provided, however, this shall not prohibit transfers of parts of Lots between adjoining Lot owners where the transfer is not for the purpose of creating a new building Lot. 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.
- 21. SIGNAGE. Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" or "For Sale" signs (not larger than 2 feet by 3 feet), and except as provided in Section 9 of this Article II, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot or Structure. The provisions and limitations of this subsection shall not apply to any institutional

Address: 1405 Rangeford Dr. Order Dale: 01-10-2023 Document not for resale HomeWiseDocs first Mortgagee of any Lot who comes into possession of the Lot by reason of any proceeding, arrangement, assignment or deed in lieu of foreclosure.

- 22. LEASE AGREEMENTS. All lease agreements with respect to any Lot or any Structure located thereon shall be in writing and submitted to the Board of Directors of the Association 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. Current copies of any lease must be supplied to the Association. Record Owners who do not reside on their Lot must provide current addresses and phone numbers to the Association.
- 23. GARAGES. Garages located on any Lot may only be utilized for the purpose of parking vehicles and are not to be utilized as extended living spaces.
- 24. FOREST BUFFER AREA. Any portion of the Common Area or Lots designated and shown on any recorded subdivision plat of all or a portion of the Property as "Forest Buffer" shall remain in a natural, undisturbed state and will not be developed, or improvements erected thereupon by the Declarant, its successors or assigns, the Association, or any Record Owner, except those of a minor nature necessary for such intended use and permitted by applicable law.
- 25. TRASH AND OTHER MATERIALS. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except (i) building material during the course of construction of any approved dwelling or other permitted Structure, and (ii) firewood, which shall be cut and neatly stored at least six (6) inches off the ground and twelve (12) inches away from any wooden structure. No burning of trash shall be permitted on any Lot. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open on any day that a pick-up is to be made at such place on the Lot as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so as not to be visible from the roadway or the other Lots or Common Areas. Trash shall be disposed of in metal or plastic containers covered with a lid.
- 26. NON-INTERFERENCE WITH UTILITIES. 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. No poles and wires for the transmission of electricity, telephone and the like shall be place or maintained above the surface of the ground on any Lot.

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- 27. NO HUNTING. No hunting or discharge of firearms or weapons of any nature whatsoever shall be permitted on the Property or any Lot.
- 28. NO EXCAVATION. No excavation shall be made on any Lot except for the purpose of building thereon at the time when the building operations are commenced, and no earth or sand shall be removed from any Lot except as a part of such operations.
- 29. TREE REMOVAL. No Record Owner shall have the right to remove any of the healthy growing trees located on any of the Lots within the subdivision except upon Architectural Review Committee approval.

## 30. PARTY WALLS.

- (a) Each wall which is built as a part of the original construction of the dwellings upon the Lots and placed upon the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- (b) The cost of reasonable repair and maintenance of a party wall shall be shared by the Record Owners who make use of the wall in proportion to such use.
- (c) If a party wall is destroyed or damaged by fire or other casualty, any Record Owner who has used the wall may restore it, and if the other Record Owner(s) thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Record Owner(s) to call for a larger contribution from the other(s) under any rule of law regarding liability for negligence or willful acts or omissions.
- (d) Notwithstanding any other provision of this section, any Record Owner who by its negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- (e) The right of any Record Owner to contribution from any other Record Owner under this Section shall be appurtenant to the land and shall pass to each Record Owner's successors in title.
- (f) In the event of any dispute arising concerning a party wall, or under the provisions of this Section, each party shall choose one (1) arbitrator, and such arbitrators shall jointly choose one (1) additional arbitrator, and the decision shall be by the majority of the three (3) arbitrators.

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- (g) The rules applicable to party walls shall also apply to any party fences.
- FAMILY DAY CARE. No Lot nor any of the roads, sidewalks or other Common Area may be used for the establishment and operation of a "Family Day Care Home," as such term is defined in Section 11B-111.1 of the Real Property Article of the Annotated Code of Maryland, as amended from time to time (the "Code"). Notwithstanding the foregoing, the prohibition against the use of a Lot as a Family Day Care Home may be eliminated by the affirmative vote of Record Owners having at least fifty-one percent (51%) of the total number of votes then held by all of the Record Owners, in the manner provided in the By-Laws of the Association. In the event the Association approves the use of a Family Day Care Home as hereinabove provided, (i) the number of Family Day Care Homes operating in the Community shall not exceed seven and one half percent (7.5%) of the total number of Lots in the Community; (ii) in order to assure compliance with subparagraph (i) above, each Family Day Care Home shall register with the Association before opening a Family Day Care Home; (iii) the "Day Care Providers" (as such term is defined in Section 11B-111.1 of the Code) shall pay on a pro rata basis based on the total number of Family Day Care Homes operating in the Community, any increase in insurance costs of the Association that are solely and directly attributable to the operation of the Family Day Care Home therein; (iv) each Family Day Care Home which is registered and operating in the Association shall pay to the Association an annual fee for the use of the Common Area in an amount not to exceed fifty dollars (\$50.00); and (v) each Family Day Care Home and Day Care Provider shall otherwise comply with all of the provisions of Section 11B-111.1 of the Code.
- 32. STORM WATER FACILITY CONVEYANCE AND MAINTENANCE. completion and acceptance of storm water management facilities on the Property, if any, the Association shall convey to Baltimore County or its nominee such facilities. To the extent that such conveyance does not occur for any reason, including but not limited to, the refusal of Baltimore County or its nominee to accept such conveyance, the Association shall be responsible for the maintenance of such facilities in accordance with the rules and regulations of Baltimore County.
- 33. BALTIMORE COUNTY ACCESS EASEMENT. The duly authorized employees and representatives of Baltimore County shall have the right to enter upon the Property for the purpose of performing necessary inspection, maintenance and repair to any completed storm water management facility. When maintenance or repair to a storm water management facility is not satisfactorily completed by the persons responsible for such maintenance or repair, within a reasonable time, Baltimore County may assess such persons for the costs thereof.

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34. WAIVER OF RIGHT TO OBJECT TO ALTERATION IN DEVELOPMENT OF THE COMMUNITY. The Association and each Owner, or purchaser, tenant or Mortgagee of any Lot waives any rights they may have to object to modifications or changes in final development plans, record plats or subdivision plans for any land which may be developed within the Community. This waiver shall appear in all contracts of sale, leases, or assignments of an Owner's interest in any portion of the Community.

# ARTICLE III

# PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

- 1. EXISTING PROPERTY. The real property which is, and shall be, transferred, held, sold, conveyed and occupied subject to this Declaration is located in the Community, and is shown on **Exhibit A** attached hereto, all of which real property is referred to herein as the "Existing Property."
- 2. ADDITIONS TO EXISTING PROPERTY. The Declarant, its successors and assigns, shall have the right for seven (7) years from the date hereof to bring within the scheme of this Declaration additional property within the Community (the "Additional Property"). The general plan of development is shown on the Plat, but the plan shall not bind the Declarant, its successors or assigns, to make the proposed additions, or to adhere to the plan in any subsequent development of the land shown thereon. The Additional Property to be annexed to the Community consists of all of those Lots and Common Areas shown on the Plat other than the Existing Property.

The additions authorized under this subsection shall be made by filing an amendment to the declaration of record with respect to the Additional Property which shall extend the scheme of the Declaration to such Additional Property, and which Additional Property shall thereupon become part of the Property. Upon the filing of any supplemental declaration, Record Owners of Additional Property shall be subject to the same obligations and entitled to the same privileges as applied to the Record Owners of the Existing The additions authorized under this Section 2 must be Property. completed within seven (7) years from the date hereof. Such supplemental declaration may contain such complementary additions and modifications to the Declaration as may be necessary to reflect the different character, if any, of the Additional Property not inconsistent with the scheme of this Declaration. In no event, however, shall such supplemental declaration revoke, modify or add to the Covenants established by this Declaration for the Existing Property as of the date hereof.

Additional Lots may be annexed by the Declarant without the consent of the Class A members of the Association within seven (7)

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# ARTICLE IV

# MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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

# 2. CLASSES OF MEMBERSHIP.

- (a) The Association—shall have two (2) classes of voting membership:
- (i) Class A. Except for the Declarant and the Builder, which shall initially be Class B members, the Class A members shall be all Record Owners holding title to one (1) or more Lots; provided, however, that any Mortgagee or any other person or entity who holds such interest solely as security for 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 per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.
- (ii) Class B. The Class B member(s) shall be the Declarant and the Builder. The Class B member(s) shall be entitled to three (3) votes per Lot for each Lot owned by it, in all proceedings in which actions shall be taken by members of the Association.

Notwithstanding anything in this Declaration to the contrary, the Builder shall be conclusively presumed, by its having accepted the conveyance from Declarant of the legal title to a Lot:

- (A) to have given the Declarant an irrevocable and exclusive proxy entitling the Declarant, at each meeting of the Membership held while such Builder holds such title, to cast the votes in the Association's affairs which such Builder holds under the foregoing provisions of this Section on each question which comes before such meeting;
- (B) to have agreed with the Declarant that such proxy is given to and relied upon by the Declarant in connection with the Declarant's development, construction, marketing, sale and leasing of any or all of the Property and is coupled with an interest; and
  - (C) Such proxy shall-cease with respect to the

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votes appurtenant to a Lot when a dwelling has been constructed on such Lot 'and legal title to such Lot is conveyed to a person who intends to occupy such dwelling as a residence.

- (b) If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, holds the record title to any Lot, all of the same, as a unit, and not otherwise, shall be deemed a single member of the Association. The vote of any member comprised of two (2) or more persons, firms, corporation, trustees, or other legal entitles, or any other combination thereof, shall be cast in the manner provided for in the Articles of Incorporation and/or By-Laws of the Association, or as the several constituents may determine, but in no event shall all such constituents cast more than one (1) vote per Lot for each Lot owned by them.
- 3. CONVERSION. The Class B membership in the Association shall cease and be converted to Class A membership in the Association upon the earlier to occur of (i) December 31, 2005; or (ii) at such time as the total number of votes entitled to be cast by Class A members of the Association equals or exceeds the total number of votes entitled to be cast by the Class B member(s) of the Association (the "Development Period"). The Declarant (and the Builder) shall thereafter remain a Class A member of the Association as to each and every Lot from time to time subject to the terms and provisions of this Declaration in which the Declarant (or the Builder) then holds the interest otherwise required for Class A membership.

## ARTICLE V

# DECLARANT'S RESERVED RIGHTS AND OBLIGATIONS

- 1. RESERVED RIGHTS OF DECLARANT. The Association shall hold the Common Area conveyed to it pursuant to Article VI hereof and each Owner shall own its Lot subject to the following:
- (a) The reservation to Declarant, its successors and assigns, of nonexclusive easements and rights of way over those strips or parcels of land designated or to be designated on the Plat as "Drainage and Utility Easement," "Sewer Easement," "Drainage and Sewage Easement," "Ingress and Egress Easement," and "Open Space," or otherwise designated as an easement area over any road or Common Area on the Property, and over ten (10) foot wide strips of land running along the front, rear, side and other Lot lines of each Lot, except for the common side lines on the Lots for the purposes of proper surface water drainage, for ingress and egress, for the installation, construction, maintenance, reconstruction and repair of public and private utilities to serve the Property and the Lots therein, including but not limited to the mains, conduits, lines, meters and other facilities for water,

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storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Lot, or in the area or on the area in which the same is located, together with the right and privilege of entering upon the Common Areas for such purposes and making openings and excavations thereon, which openings and excavations shall be restored in a reasonable period of time, and for such alterations of the contour of the land as may be necessary or desirable to effect such Within the aforesaid easement areas, no Structure, purposes. planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or change the direction of the flow of drainage channels or obstruct or retard the flow of water through drainage The reserved easement areas of each Lot and all improvements therein, except improvements for which a public authority or utility company is responsible, shall be maintained continuously by the Record Owner of the Lot.

- (b) The reservation to Declarant and its successors and assigns, of a non-exclusive easement and right-of-way in, through, over and across the Common Area for the purpose of the storage of building supplies and materials, 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.
- (c) The designation of streets, avenues, roads, courts and places upon the Plat is for the purpose of description only and not dedication, and the rights of the Declarant in and to the same are specifically reserved, and the Declarant hereby reserves unto itself, and its successors and assigns, the right to grade, regrade and improve the streets, avenues, roads, courts and places as the same may be located on the Plat, including the creation or extension of slopes, banks, or excavation in connection therewith and in the construction of and installation of drainage structures therein. The Declarant further reserves unto itself, and its successors and assigns, the bed, in fee, of all streets, avenues and public highways in the Community, as shown on the Plat.
- (d) The Declarant further reserves unto itself, and its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body or municipality, to install and maintain pipelines, underground or above-ground lines, with the appurtenances necessary thereto for public utilities, or quasi-public utilities or to grant such other licenses or permits as the Declarant may deem necessary for the improvement of the Community in, over, through, upon and across any and all of the roads, streets, avenues, alleys, and open space and in, over, through, upon and across each and every Lot in the easement area set forth in this Declaration or as shown on the Plat.

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- (e) The Declarant further reserves unto itself and its successors and assigns, the right to dedicate all of said roads, streets, alleys, rights of way or easements, including easements in the areas designated as "open space", to public use all as shown on the Plat. No road, street, avenue, alley, right of way or easement shall be laid out or constructed through or across any Lot or Lots in the Community except as set forth in this Declaration, or as laid down and shown on the Plat, without the prior written approval of the Architectural Review Committee.
- (f) Declarant further reserves unto itself and its successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of any Structure built on such Lot, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope. Similarly, Declarant reserves the right unto itself, and its successors and assigns, and, without limitation, the Association, to enter on any Lot during normal business hours for the purpose of mowing the lawn thereon and trimming such greenery as Declarant deems appropriate, but Declarant shall be under no obligation to do so. No right shall be conferred upon any Record Owner by the recording of any plat relating to the development of the Property in accordance with such plat, Declarant expressly reserving unto itself the right to make such amendments to any such plat or plats as shall be advisable in its best judgment and as shall be acceptable to public authorities having the right to approval thereof.
- (g) Declarant further reserves unto itself, for itself. and any Builder and their successors and assigns, the right, notwithstanding any other provision of the Declaration, to use any and all portions of the Property other than those Lots conveyed to Record Owners, including any Common Area which may have previously been conveyed to the Association, for all purposes necessary or appropriate to the full and final completion of construction of the Community. Specifically, none of the provisions of Article II concerning architectural control or use restrictions shall in any way apply to any aspect of the Declarant's or Builder's activities or construction, and notwithstanding any provisions of this Declaration, none of the Declarant's or Builder's construction activities or any other activities associated with the development, marketing, construction, sales management or administration of the Community shall be deemed noxious, offensive or a nuisance: Declarant reserves the right for itself and any Builder, and their successors and assigns, to store materials, construction debris and trash during the construction period on the Property without keeping same in containers. The Declarant will take reasonable steps, and will ensure that any Builder takes reasonable steps, to avoid unduly interfering with the beneficial use of the Lots by Record Owners.

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2. INCORPORATION BY REFERENCE; FURTHER ASSURANCES. Any and all grants made to the Association with respect to any of the Common Area and all grants made with respect to any Lots shall be conclusively deemed to incorporate the foregoing reservations, whether or not specifically set forth in such instruments. At the request in writing of any party hereto, any other party shall from time to time execute, acknowledge and deliver such further assurances of such reservations as may be necessary.

# ARTICLE VI

# COMMON AREA

- l. GRANT OF COMMON AREA. The Declarant shall grant and convey the Common Area to the Association free and clear of all encumbrances, but subject, however, to non-monetary title exceptions, this Declaration and the Master Declaration (as hereinafter defined) and the latter shall take and accept, the Common Area that is part of the Existing Property not later than the date the first Lot is conveyed to a Record Owner (other than the Builder). The Covenants are hereby imposed upon the Common Area for the benefit of the Declarant, the Association and the Record Owners, and their respective personal representatives, successors and assigns, to the end and intent that the Association shall have and hold the said Common Area subject to the reservations set forth in Article V hereof, and to the Covenants herein set forth.
- 2. MEMBER'S RIGHT OF ENJOYMENT. Every member of the Association shall have a nonexclusive right and easement for the use, benefit and enjoyment, in common with others, in and to the Common Area and such nonexclusive right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the restrictions herein set forth. Except as otherwise permitted by the provisions of this Declaration, the Common Area shall be retained in its natural state, and no Structure or improvement of any kind shall be erected, placed or maintained thereon. Structures or improvements designed exclusively for community use, shelters, benches, chairs or other seating facilities, fences and walls, walkways, playground equipment, game facilities, drainage and utility structures, grading and planting, may be erected, placed and maintained thereon for the use, comfort and enjoyment of the members of the Association, or the establishment, retention or preservation of the natural growth or topography of the area, or for aesthetic reasons. No portion of the Common Area may be used exclusively by any Record Owner or Owners for personal vegetable gardens, storage facilities or other private uses.
  - 3. NUISANCE. No noxious or offensive activity shall be carried on upon the Common Area nor shall anything be done thereon

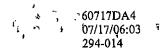
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# Declaration-CCRs Carriage Homes at the Pointe Community Association, Inc

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# Carriage Homes at The Point



# FIRST AMENDMENT TO

# CARRIAGE HOMES AT THE POINTE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT to the Carriage Homes at the Pointe Declaration of

Covenants, Conditions and Restrictions (the "Declaration") is made this day of
Moving 20 by the CARRIAGE HOMES AT THE POINTE COMMUNITY
ASSOCIATION, INC. (the "Association")
WHEREAS, the Association on the 28 day of North 2006,
by the affirmative yote of at least two-thirds (2/3) of the Record Owners as required pursuant to
Article XII, Section 9 of the Declaration, at a meeting duly called pursuant to Article III, Section
2 of the By-Laws of Carriage Homes at the Pointe Community Association, Inc., resolved to and
did amend the Declaration. The Declaration is recorded among the Land Records of Baltimore
County in Liber S.M. No. 14237, folio 511:

# NOW, THEREFORE, WITNESSETH:

1. That Article II, Section 22 of the Declaration be and is hereby amended by striking said section in its entirety and replacing it with the following:

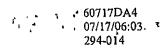
## "ARTICLE II

# COVENANTS, CONDITIONS AND RESTRICTIONS

Section 22. LEASE AGREEMENTS. No Record Owner other than a Mortgagee in possession shall lease all or any part of its Lot or any Structure located thereon, except under certain mitigating circumstances, including but not limited to, temporary job relocation more than fifty (50) miles from the Lot, the disability of one or more of the Record Owners requiring an extended absence from the Lot, extreme difficulty in selling the Lot, and/or any other circumstance deemed appropriate by the Board of Directors, in its sole and absolute discretion. For purposes of this amendment, disability is defined as a serious mental and/or physical condition requiring the Record Owner to live away from the Lot for a period of time in excess of three (3) months, as certified by two

SALTIMORE COUNTY CIRCUIT COURT (Land Records) [MSA CE 62-25893] Book SM 26038 p 0595. Printed 11/03/2010 Online 08/17/2007 Address: 105 Range for d Lit

physicians. For purposes of this amendment, extreme difficulty in selling the Lot is defined as the inability to sell the Lot despite having listed the Lot with a licensed Maryland real estate broker for at least six (6) months, upon commercially reasonable terms and at an appropriate listing price. The Board of Directors may require the Record Owner to submit an appraisal of the Lot conducted by a licensed real estate appraiser acceptable to the Board of Directors, as evidence of an appropriate listing price. This amendment shall be effective as of the date of recording among the Land Records of Baltimore County; provided, however, that any lease in effect as of the date of recording may remain in effect through the later of (i) the end of the then current term of such lease, excluding any extensions thereof, or (ii) the expiration of one (1) year from the date of the recording of this amendment among the Land Records of Baltimore County. All permitted leases shall be on the form of lease approved by the Board of Directors, as the same may be amended from time to time, and shall include, at a minimum, a statement that the obligations of the Record Owner that limit or affect the use and occupancy of the Lot or any Structure located thereon are enforceable against the lessee and that any failure by the lessee or other occupant to comply with such provisions shall be a default under such lease. All leases shall also list the names of all of the occupants of the Lot and any Structure located thereon. With respect to rental of a Lot or any Structure located thereon, the Record Owner must supply any lessee, for its use during occupancy, and prior to the execution of the lease by the lessee, with a complete set of Association documents and must provide the Board (through the Manager) with written verification same has been delivered to the lessee. Approval of any lease may be denied if such written verification is not provided. Association documents are deemed to include the recorded Declaration, recorded By-Laws, and all Rules and Regulations and amendments or supplements adopted by the Board of Directors from time to time with respect to the Association, and any amendments or supplements to the Association documents which become effective during the lessee's occupancy. addition, Association documents are deemed to include the By-Laws and the Declaration of Covenants, Conditions and Restrictions of the Owings Mills New Town Community Association, Inc. (the "New Town Association"), and all related Rules and Regulations and amendments or supplements adopted by the Board of Directors of the New Town Association, and any amendments or supplements to the New Town Association documents which become effective during the lessee's occupancy. If the Record Owner fails to supply the Association documents to the lessee, the Board of Directors or Manager may do so and bill the Record Owner a fee for reproduction and handling costs, and



failure to pay such fee shall constitute a violation of the Association documents. This amendment shall be effective as of the date of recording among the Land Records of Baltimore County; provided, however, that any lease in effect as of the date of recording may remain in effect through the later of (i) the end of the then current term of such lease, excluding any extensions thereof, or (ii) the expiration of one (1) year from the date of the recording of this amendment among the Land Records of Baltimore County."

IN WITNESS WHEREOF, the undersigned President and Secretary of the Carriage Homes at the Pointe Community Association, Inc., hereby certify that the foregoing Amendment to the Declaration was approved by the Record Owners having the required percentage of votes of the Association.

WITNESS:	CARRIAGE HOMES AT THE POINTE COMMUNITY ASSOCIATION, INC.
Denis A	By: Paula Hatchingin
12 10.78	Secretary
	By: (J. Eco Besch President

STATE OF MARYLAND COUNTY OF BUT MOVE ) to wit:

I hereby certify that on this 24 day of Feb, 200% before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared and Flusch / P. Hatchinsowho acknowledged that they are the Secretary and President, respectively, of the CARRIAGE HOMES AT THE POINTE COMMUNITY ASSOCIATION, INC., and that each of them, in their respective capacities as Secretary and President, being authorized to do so, executed the foregoing instrument by signing for the Association by himself/herself as Secretary or President.

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

Public

NOTARY

My commission expires: 12/2007 KMXBLC497

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I HEREBY CERTIFY that the within Amendment to the Declaration of Covenants, Conditions and Restrictions has been prepared under my supervision and that I am an attorney duly admitted to practice law before the Court of Appeals of Maryland.

Laurá L. Henninger

TO THE RECORDING OFFICER: After recording, please return to:

Henninger & Henninger, LLC 5 South Hickory Avenue Bel Air, Maryland 21014 410/836-5300

Order: KMXBLC497

BALTIMORE COUNTY CIRCUIT COURT (Land Records) [MSA CE 62-25893] Book SM 26038, p. 0598, Printed 11/03/2010. Online -08/17/2007.

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# CARRIAGE HOMES AT THE POINTE COMMUNITY ASSOCIATION, INC.

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CARRIAGE HOMES AT THE POINTE COMMUNITY ASSOCIATION, INC.

DECLARAT	ION	OF	COVENANI	ß,
CONDITIONS	AND	RE	STRICTIC	NS

THIS DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS (the "Declaration") made this 28 day of September, 1999, by KEVIN MCDONALD and DOTTIE JENSEN, TRUSTEES (the "Declarant").

## RECITALS

- A. The Declarant is the developer of certain land in the Fourth Election District of Baltimore County, Maryland, shown on the plats entitled "Plat 1 of 3, Area 3EA, Owings Mills New Town 'The Pointe'" and "Plat 3 of 3 & Resubdivision of Area 4AB & Stormwater Management Pond Number 6, Owings Mills New Town The Pointe", which plats were recorded among the Land Records of Baltimore County, Maryland (the "Land Records") on June 30, 1999, in Plat Book S.M. No. 71, folio 125-126 (the "Land").
- B. It is the intention of the Declarant to develop the Land as a residential community, and to insure therefor a uniform plan and scheme of development, and unto that end the Declarant has adopted, imposed and subjected the property hereinafter described to certain covenants, conditions, restrictions, easements, charges and liens (collectively, the "Covenants"), as set forth herein for the following purposes:
- (1) To insure uniformity in the development of the Lots (as hereinafter defined) in the Community (as hereinafter defined).
- (2) To facilitate the sale by the Declarant, its successors and assigns, of the land in the Community by reason of its ability to assure such purchasers of uniformity.
- (3) To make certain that the Covenants shall apply uniformly to all enumerated Lots which are shown on the Plat (as hereinafter defined) for the mutual advantage of the Declarant, the Record Owners and any Mortgagee (as such capitalized terms are defined herein) and to all those who may in the future claim title through any of the above.
- (4) To provide for the benefit of the Record Owners, for the preservation of the value and amenities in the Community, and for the maintenance of certain reserved open spaces and common areas, including but not limited to easements, charges and liens, hereinbelow set forth, and for the creation of an association to be delegated and assigned the powers of maintaining and administering the Common Area (as hereinafter defined), and enforcing all

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applicable covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; which association shall be incorporated under the laws of the State of Maryland, as a nonprofit corporation, for the purpose of exercising the functions as aforesaid.

C. The Trustees may act jointly or one Trustee may act on behalf of all as Declarant.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT the Declarant does hereby establish and impose upon the Property (as hereinafter defined), including the Lots (as hereinafter defined), the Covenants to be observed and enforced by them, their successors and assigns, as well as by all purchasers of Lots as shown on the Plat, to wit:

# ARTICLE I DEFINITIONS

The following words when used in this Declaration (unless the context otherwise requires) shall have the following meanings:

- (a) "Association" shall mean and refer to the Carriage Homes at The Pointe Community Association, Inc.
- (b) "Builder" shall mean any person or entity other than the Declarant, which shall, construct a dwelling on a Lot and sell or lease it to another person to occupy as such person's residence.
- (c) "Common Area" shall mean and refer to those areas of land, sometimes designated on the Plat as "H.O.A. Open Area," intended to be devoted to the common use and enjoyment of the Record Owners of the Lots, including but not limited to reserved open spaces, maintenance areas, easements for ingress, egress, drainage, utilities and other purposes, non-tidal wetlands, buffer areas, forest buffer, steep slopes, private streets, parking areas, storm water detention facilities, and any other real property or other facilities in which the Association acquires a right of use for the benefit of the Association and its members, saving and excepting, however, so much of the Land previously conveyed or to be conveyed to Baltimore County, Maryland.
- (d) "Declarant" shall mean and refer to Kevin McDonald and Dottie Jensen, Trustees, and any successor or assign thereof to whom they shall expressly (i) convey or otherwise transfer all of their right, title and interest in the Land, the Property, or the lands thereof, as an entirety, without reservation of any kind, or (ii) transfer, set over and assign all of its right, title and interest under this Declaration, or any amendment or modification thereof.

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- (e) "Community" shall mean and refer to all of the land Mereby made subject to this Declaration by an instrument in writing, duly executed and recorded among the Land Records and any additional land that may hereafter expressly be made subject to this Declaration by an instrument in writing, duly executed and recorded among the Land Records.
- (f) "Lot" and/or "Lots" shall mean and refer to those areas of land shown and defined as parcels or plots of ground (exclusive of the Common Area) and designated by numerals on the Plat.
- (g) "Mortgage" means any mortgage or deed of trust encumbering any Lot or any or all of the Common Area, and any other security interest existing by virtue of any other form of security instrument or arrangement, provided that such mortgage, deed of trust or other form of security instrument, and an instrument evidencing any such other form of security arrangement, has been recorded among the Land Records.
  - (h) "Mortgagee" means the person secured by a Mortgage.
- (i) "Plat" shall mean and refer to the plats entitled "Plat 1 of 3, Area 3EA, Owings Mills New Town 'The Pointe'" and "Plat 3 of 3 & Resubdivision of Area 4AB & Stormwater Management Pond Number 6, Owings Mills New Town The Pointe", which plats were recorded among the Land Records on June 30, 1999, in Plat Book S.M. No. 71, folio 125-126 and any plats recorded among the Land Records in substitution therefor or amendment thereof, plus any plats hereafter recorded among the Land Records of any additional land that may hereafter expressly be made subject to this Declaration by an instrument in writing, duly executed, and recorded among the Land Records.
- (j) "Property" shall mean and refer to all of the land shown on and subject to the Plat, including any additional land that may hereafter expressly be made subject to this Declaration by an instrument in writing, duly executed and recorded among the Land Records.
- (k) "Record Owner" or "Owner" shall mean, refer to and include the person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding the record title to a Lot, or on any additional property subjected to this Declaration under the provisions of Article III hereof, as said Lot is now or may from time to time hereafter be created or established, either in his, her, or its own name, as joint tenants, tenants in common, tenants by entirety, or tenants in copartnership, if the Lot is held in such real property tenancy or partnership relationship. If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, hold the record title to any one (1) Lot, whether it is in

a real property tenancy, or partnership relationship, or otherwise, all of the same, as a unit, and otherwise shall be deemed a single Record Owner and shall be or become a single member of the Association by virtue of ownership of such Lot. The term "Record Owner," however, shall not mean, refer to or include any contract purchaser, nor the owner of any redeemable ground rent issuing out of any Lot, nor shall it include the holder of any deed of trust or mortgage covering any Lot designed solely for the purpose of securing performance of an obligation or payment of debt.

(1) "Structure" means any thing or device the placement of which upon the Property (or any part thereof) may affect the appearance of the Property (or any part thereof) including, by way of illustration and not limitation, any building, trailer, garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, clothesline, radio, television or other antenna or "dish", fence, sign, curbing, paving, wall, roadway, walkway, exterior light, landscape, hedge, trees, shrubbery, planting, signboard or any temporary or permanent living quarters (including any house trailer), or any other temporary or permanent improvement made to the Property or any part thereof. "Structure" shall also mean (i) any excavation, fill, ditch, diversion, dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across the Property, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across the Property, and (ii) any change in the grade of the Property (or any part thereof) of more than six (6) inches from that existing at the time of first ownership by a Record Owner hereunder.

# ARTICLE II

# COVENANTS, CONDITIONS AND RESTRICTIONS

ADMINISTRATION; ARCHITECTURAL REVIEW COMMITTEE. Carriage Homes at The Pointe Architectural Review Committee, which shall be appointed by the Board of Directors of the Association, referred to herein and in the succeeding sections of this Declaration (the "Architectural Review Committee") shall have all the rights, powers and duties granted to it by the Declarant pursuant to this Declaration. Each member shall act and serve during the Development Period (hereinafter defined), and thereafter until his successor shall be duly appointed. At any time after the expiration of the Development Period, the then members of the Association shall have the power, upon a majority vote of the members of the Association, to elect new members to, or otherwise change the membership of, the Architectural Review Committee, so long as the Architectural Review Committee shall at all times be comprised of three (3) members. In the event of death or resignation of any member of the Architectural Review Committee during the Development Period, the Declarant shall have the sole right and authority to appoint a successor by designating the name

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and address of such successor. Declarant may relinquish to the Association its right to designate any successor member of the Architectural Review Committee prior to the expiration of the Development Period, in the sole discretion of Declarant. At any time, or from time to time, during the Development Period, the initial members of the Architectural Review Committee may be replaced for any reason with other individuals selected by the Declarant in its sole discretion. All questions shall be decided by a majority of the members of the Architectural Review Committee, and such majority shall be necessary and sufficient to act in each instance and on all matters. Each member of the Architectural Review Committee, now or hereafter appointed, shall act without compensation for services performed pursuant to this Declaration. The Declarant hereby grants to the Architectural Review Committee, its successors and assigns, the right to establish architectural design criteria for the community, (the "Design Guidelines") which shall be made available to all members, and to waive such portion or portions of the Covenants numbered four (4) through twenty-nine (29) of this Article II as the Architectural Review Committee, in its sole discretion, may deem advisable and in the best interest of the Community.

# 2. ARCHITECTURAL REVIEW.

- (a) No Structure (other than construction or development by, for or under contract with Declarant) shall be constructed on any Lot nor shall any addition (including awnings and screens), change, or alteration therein or thereto (including any retreatment by painting or otherwise of any exterior part thereof unless the original color and material are used) (collectively, "Alterations") be made to the exterior of any Structure and/or contour of any Lot, nor shall any work be commenced or performed which may result in a change of the exterior appearance of any Structure until the plans and specifications, in duplicate, showing the nature, kind, shape, dimensions, material, floor plans, color scheme, location, proposed topographical changes, together with the estimated costs of said Alterations or other changes, the proposed construction, construction schedule, and a designation of the party or parties to perform the work, have been submitted to and approved in writing by the Architectural Review Committee, its successors and assigns, and until all necessary permits and any other governmental or quasi-governmental approvals have been obtained. The approval of the Architectural Review Committee of any Structure, Alterations or other changes shall in no way be deemed to relieve the Record Owner of any Lot from its obligation to obtain any and all permits and approvals necessary for such Structure, Alterations or other changes.
  - (b) The Architectural Review Committee shall consider applications for approval of plans, specifications, etc., upon the basis of conformity with this Declaration, applicable law and the Design Guidelines and shall be guided by the extent to which such

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- (c) The Architectural Review Committee shall have the right to refuse to approve any such plans or specifications, including grading and location plans, which are not suitable or desirable in its opinion, for aesthetic or other considerations. Written requests for approval, accompanied by the foregoing described plans and specifications or other specifications and information as may be required by the Architectural Review Committee from time to time shall be submitted to the Architectural Review Committee by registered or certified mail or in person in which case a written receipt shall be obtained. In the event the Architectural Review Committee fails to approve or disapprove any plans within sixty (60) days of receipt thereof, such plans shall be deemed approved. Approval of any particular plans and specification or design shall not be construed as a waiver of the right of the Architectural Review Committee 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. The Architectural Review Committee shall have the right to charge a processing fee, not in excess of \$100.00, for such requests.
- (d) Construction or Alterations in accordance with plans and specifications approved by the Architectural Review Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date of approval and completed within twelve (12) months of commencement of the Alterations, or within such other period as the Architectural Review Committee 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 Architectural Review Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. After construction, all Structures, Alterations and/or other changes shall be maintained continuously in strict conformity with the plans and specifications (so approved and all applicable laws.

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- If any Structure is altered, erected, placed or maintained on any Lot other than in accordance with approved plans and specifications therefor and applicable law, such action shall be deemed to be a violation of the provisions of this Declaration and, promptly after the Association gives written notice thereof to its Record Owner, such Structure shall be removed or restored to its condition prior to such action, and such use shall cease, so as If within thirty (30) days after to terminate such violation. having been given such notice, such Record Owner has not taken reasonable steps to terminate such violation, any agent of the Association may enter upon such Lot and take such steps as are reasonably necessary to terminate such violation. Such Record Owner shall be personally liable to the Association for the cost thereof, to the same extent as he is liable for an Assessment levied against such Lot, and, upon the failure of the Record Owner to pay such cost within ten (10) days after such Record Owner's receipt of written demand therefor from the Association, the Association may establish a lien therefor upon such Lot in accordance with and subject to the provisions of this Declaration applicable to an assessment lien.
- (f) Any member of the Architectural Review Committee, upon the occurrence of a violation of the provisions of this Declaration, and after the Association or the Architectural Review Committee gives written notice thereof to the Record Owner of the applicable Lot, at any reasonable time, may enter upon and inspect any Lot and the exterior of any Structure thereon to ascertain whether the maintenance, construction or alteration of such Lot or Structure are in accordance with the provisions hereof.
- ASSIGNMENT BY ARCHITECTURAL REVIEW COMMITTEE. all of the rights and powers (including discretionary powers and rights and powers of consent or approval) herein reserved to or conferred upon the Architectural Review Committee, at its election and in its sole discretion, may be delegated, assigned or transferred by an assignment recorded among the minutes of the Association to any one or more corporations or associations or committees of individuals agreeing to accept the same, and any such assignment or transfer of such rights or powers may be made by the Architectural Review Committee as to all of said land subject to this Declaration or as to any part or parts thereof and may be to different parties for different parts of said land subject to this Declaration and upon such recordation thereof in the minutes of the Association, the grantee(s) or transferee(s) of such rights and powers shall thereupon and thereafter have the right to exercise and perform all the rights and powers so assigned or transferred by such an instrument in lieu of the Architectural Review Committee, upon and subject, however, to such limitations, conditions, reservations, and provisions as may be imposed by or set forth in Such instruments such instrument of assignment of transfer. assigning or transferring such rights and powers as aforesaid may, among other things, provide for future or further assignment or

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transfer of such rights and powers aforesaid, to others by the grantee(s) or transferee(s) named therein.

- 4. LAND USE. The Lots, except as hereinafter provided, shall be used for private and residential purposes only and no Structure of any kind whatsoever shall be erected, altered or maintained thereon except a private dwelling house for the sole and exclusive use of the Record Owner or occupant of the Lot. None of the Lots shall at any time be used for apartments or other types of multiple housing units; it being the intention of the Declarant that each and every one of the Lots be used solely for one (1) single family attached dwelling, and no other purposes, except such purposes as may be specifically reserved in the succeeding sections of this Declaration.
  - 5. SWIMMING POOLS. No swimming pools, whether "in ground", "above ground" or other type, shall be permitted on any Lot.
  - 6. <u>DRIVEWAYS</u>. Paved driveways shall be permitted on any Lot located on the Property which Declarant may designate to be appropriate for paved driveways.
  - 7. EXTERIOR MATERIALS. All primary exterior materials of any Structure constructed on a Lot shall be in material approved by the Architectural Review Committee.
- 8. TEMPORARY STRUCTURES. No Structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.
- 9. REAL ESTATE SALES OR CONSTRUCTION OFFICE Notwithstanding anything contained herein to the contrary, a real estate sales or construction office or a trailer and related signs, may be erected, maintained and operated on any Lot, or in any Structure now or hereafter located thereon, provided such office or trailer, and signs, are used and operated only in connection with the development and/or initial sale of any Lot or Lots, and/or the initial construction of improvements on any Lot now or hereafter laid out or created in the Community. Nothing herein, however, shall be construed to permit any real estate sales or construction office, trailer, or sign after such initial development, sales, and/or construction is completed. Except as expressly permitted hereinabove, neither any part of any Lot, nor any improvement now or hereafter erected on any Lot, shall be used for any real estate sales or construction office or trailer, nor shall any sign used in conjunction with such uses be erected without prior written approval of the Architectural Review Committee.
- 10. CLOTHES LINE. No exterior clothes dryer, clothes pole or similar equipment shall be erected, installed or maintained on any Lot, nor shall articles of clothing bedding, etc. be hung outside

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any Structure.

- 11. SHEDS. No storage sheds, either free-standing or adjacent to any dwelling, shall be erected, installed or maintained on any lot.
- 12. TRAFFIC VIEW. No Structure, landscaping, shrubbery or any other obstruction shall be placed on any Lot so as to block the clear view of traffic on any streets, nor shall any planting be done on any corner Lots that will exceed three (3) feet in height (except shade trees which shall be trimmed so that a clear view may be maintained to the height of eight (8) feet) closer than twenty (20) feet from either street line.
- 13. FRONT LAWN. The area within the front of a dwelling shall be kept only as a lawn for ornamental or decorative planting of grass, trees and shrubbery.
- FENCES AND WALLS. No fence, wall or other similar enclosure may be built on any Lot, except a rear yard fence (including a side yard fence on a corner Lot), which fence shall not extend forward of the rear foundation wall, shall not exceed five (5) feet in height, and shall not impede surface drainage. The height restriction shall apply to enclosures of patios or open gardens, privacy screens or work area screens, but shall not apply to retaining walls required by topography, where such enclosures are approved in advance by the Architectural Review Committee; provided they do not extend beyond the minimum building lines to any Lot line, and provided that they are located to the rear of the front face of the Structure. Under no circumstances, however, may such enclosures exceed a height of six (6) feet. No fences, walls or hedges shall be erected or placed nearer to any street Lot line than the minimum building line. Such enclosures may extend beyond the minimum building line to a Lot line, provided any such enclosure is fifty percent (50%) "see-through." All gates must open inward onto a Lot and shall not open onto another Lot or the Common Area. All fences and walls (except such fences and walls as may be installed and/or constructed by Declarant or any Builder simultaneously with the initial construction of a dwelling on a Lot by Declarant or any Builder in accordance with plans and specifications approved by Declarant) must receive the prior written approval of the Architectural Review Committee. Any such fence or wall shall be decorative in character (rail, picket, etc.), and not of chain link or chicken wire. The foregoing etc.), and not of chain link or chicken wire. restriction shall not be construed to prohibit the growth of an ornamental hedge fence, which shall be kept neatly trimmed, and shall be trimmed to a hedge of not more than three (3) feet in the front yard of any Lot and the side yard of corner Lots.
- 15. NEAT APPEARANCE. Record Owners shall, at all times, maintain their Lots and all appurtenances thereto in good repair and in a state of neat appearance, including but not limited to,

the seeding, watering and mowing of all lawns and yards, keeping all sidewalks, if any, neat, clean and in good repair, and free of ice and snow, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all Structures on the Lot, all in a manner and with such frequency as is consistent with good property management and maintenance. If, in the opinion of the Architectural Review Committee, any Record Owner fails to perform the duties imposed hereunder, the Association, on affirmative action of a majority of the Board of Directors, after fifteen (15) days written notice to such Record Owner to remedy the condition in question, and upon failure of the Record Owner to remedy the condition, shall have the right (but not the obligation), through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot and the improvements or Structures thereon, and the cost thereof shall be a binding, personal obligation of such Record Owner, as an additional assessment on the Lot.

- 16. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood or any adjoining property owners. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such properly maintained and operated devices 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 Structure constructed upon any Lot. No snowmobiles, go-carts, motorbikes, trail bikes, other loud-engine recreational vehicles or skateboard ramps shall be run or operated upon any Lot or upon any roadways serving the Property.
- 17. ANIMALS. No animals, livestock, or poultry of any kind, including pigeons, shall be raised, bred or kept on any Lot, except that dogs, cats or any household pets, not exceeding two (2) in the aggregate, may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they are kept so as to avoid becoming a nuisance to the neighborhood or to any adjoining property owners, and do not roam unattended on the Property. Household pets shall not include miniature pigs, horses or other hybrid livestock or farm animals. Pets shall be registered, licensed and inoculated as required by law. Owners shall be responsible for the immediate clean-up and removal of their pets' waste from any other Lot and the Common Area.
- 18. VEHICLES. Other than private passenger vehicles, vans, trucks or permitted commercial vehicles in regular operation, no other motor vehicles or inoperable, unlicensed, junk or junked cars or other similar machinery or equipment of any kind or nature (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any Lot) shall be kept on the Property No commercial vehicles

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over 3/4 ton rated capacity ("Commercial Vehicles") shall be left parked on any part of the Property, including, without limitation, any street or Lot, longer than is necessary to perform the business function of such vehicle in the area; it being the express intention of this restriction to prevent the parking of Commercial Vehicles upon the Property, including, without limitation, the streets or Lots in the Community, for a time greater than that which is necessary to accomplish the aforesaid business purpose. For the purposes hereof, a vehicle shall be deemed inoperable unless it is licensed, contains all parts and equipment, including properly inflated tires, and is in such good condition and repair as may be necessary for any person to drive the same on a public highway. No Commercial Vehicles, trailers, boats, buses, campers or tractors shall be parked, stored, maintained or repaired on any Lot. However, during construction of dwellings, the Declarant and the Builder may maintain Commercial Vehicles and trailers on the Lots or Property for purposes of construction, and for use as a Commercial Vehicles, trailers, boats, field or sales office. buses, campers or tractors shall not be parked upon any streets or Common Areas, except in areas, if any, specifically designated by the Architectural Review Committee for such parking. No vehicles shall be repaired on any portions of the Property except in emergencies.

- be directed downward and shall not be directed outward from, or extend beyond, the boundaries of any Lot. All wiring on any Lot shall be underground. The Architectural Review Committee shall develop reasonable rules for the placement of any exterior radio, television and/or citizens band radio antennae, satellite dish, or other broadcasting or receiving apparatus upon any Lot. Such rules shall be subject to and permitted by applicable law.
- 20. <u>SUBDIVISION</u>. 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; provided, however, this shall not prohibit transfers of parts of Lots between adjoining Lot owners where the transfer is not for the purpose of creating a new building Lot. 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.
- 21. SIGNAGE. Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" or "For Sale" signs (not larger than 2 feet by 3 feet), and except as provided in Section 9 of this Article II, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot or Structure. The provisions and limitations of this subsection shall not apply to any institutional

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first Mortgagee of any Lot who comes into possession of the Lot by reason of any proceeding, arrangement, assignment or deed in lieu of foreclosure.

- 22. LEASE AGREEMENTS. All lease agreements with respect to any Lot or any Structure located thereon shall be in writing and submitted to the Board of Directors of the Association 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. Current copies of any lease must be supplied to the Association. Record Owners who do not reside on their Lot must provide current addresses and phone numbers to the Association.
- 23. GARAGES. Garages located on any Lot may only be utilized for the purpose of parking vehicles and are not to be utilized as extended living spaces.
- 24. FOREST BUFFER AREA. Any portion of the Common Area or Lots designated and shown on any recorded subdivision plat of all or a portion of the Property as "Forest Buffer" shall remain in a natural, undisturbed state and will not be developed, or improvements erected thereupon by the Declarant, its successors or assigns, the Association, or any Record Owner, except those of a minor nature necessary for such intended use and permitted by applicable law.
- 25. TRASH AND OTHER MATERIALS. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except (i) building material during the course of construction of any approved dwelling or other permitted Structure, and (ii) firewood, which shall be cut and neatly stored at least six (6) inches off the ground and twelve (12) inches away from any wooden structure. No burning of trash shall be permitted on any Lot. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open on any day that a pick-up is to be made at such place on the Lot as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so as not to be visible from the roadway or the other Lots or Common Areas. Trash shall be disposed of in metal or plastic containers covered with a lid.
- 26. NON-INTERFERENCE WITH UTILITIES. 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. No poles and wires for the transmission of electricity, telephone and the like shall be place or maintained above the surface of the ground on any Lot.

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- 27. NO HUNTING. No hunting or discharge of firearms or weapons of any nature whatsoever shall be permitted on the Property or any Lot.
- 28. NO EXCAVATION. No excavation shall be made on any Lot except for the purpose of building thereon at the time when the building operations are commenced, and no earth or sand shall be removed from any Lot except as a part of such operations.
- 29. TREE REMOVAL. No Record Owner shall have the right to remove any of the healthy growing trees located on any of the Lots within the subdivision except upon Architectural Review Committee approval.

# 30. PARTY WALLS.

- (a) Each wall which is built as a part of the original construction of the dwellings upon the Lots and placed upon the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- (b) The cost of reasonable repair and maintenance of a party wall shall be shared by the Record Owners who make use of the wall in proportion to such use.
- (c) If a party wall is destroyed or damaged by fire or other casualty, any Record Owner who has used the wall may restore it, and if the other Record Owner(s) thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Record Owner(s) to call for a larger contribution from the other(s) under any rule of law regarding liability for negligence or willful acts or omissions.
- (d) Notwithstanding any other provision of this section, any Record Owner who by its negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- (e) The right of any Record Owner to contribution from any other Record Owner under this Section shall be appurtenant to the land and shall pass to each Record Owner's successors in title.
- (f) In the event of any dispute arising concerning a party wall, or under the provisions of this Section, each party shall choose one (1) arbitrator, and such arbitrators shall jointly choose one (1) additional arbitrator, and the decision shall be by the majority of the three (3) arbitrators.

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- (g) The rules applicable to party walls shall also apply to any party fences.
- FAMILY DAY CARE. No Lot nor any of the roads, sidewalks or other Common Area may be used for the establishment and operation of a "Family Day Care Home," as such term is defined in Section 11B-111.1 of the Real Property Article of the Annotated Code of Maryland, as amended from time to time (the "Code"). Notwithstanding the foregoing, the prohibition against the use of a Lot as a Family Day Care Home may be eliminated by the affirmative vote of Record Owners having at least fifty-one percent (51%) of the total number of votes then held by all of the Record Owners, in the manner provided in the By-Laws of the Association. In the event the Association approves the use of a Family Day Care Home as hereinabove provided, (i) the number of Family Day Care Homes operating in the Community shall not exceed seven and one half percent (7.5%) of the total number of Lots in the Community; (ii) in order to assure compliance with subparagraph (i) above, each Family Day Care Home shall register with the Association before opening a Family Day Care Home; (iii) the "Day Care Providers" (as such term is defined in Section 11B-111.1 of the Code) shall pay on a pro rata basis based on the total number of Family Day Care Homes operating in the Community, any increase in insurance costs of the Association that are solely and directly attributable to the operation of the Family Day Care Home therein; (iv) each Family Day Care Home which is registered and operating in the Association shall pay to the Association an annual fee for the use of the Common Area in an amount not to exceed fifty dollars (\$50.00); and (v) each Family Day Care Home and Day Care Provider shall otherwise comply with all of the provisions of Section 11B-111.1 of the Code.
- 32. STORM WATER FACILITY CONVEYANCE AND MAINTENANCE. Upon completion and acceptance of storm water management facilities on the Property, if any, the Association shall convey to Baltimore County or its nominee such facilities. To the extent that such conveyance does not occur for any reason, including but not limited to, the refusal of Baltimore County or its nominee to accept such conveyance, the Association shall be responsible for the maintenance of such facilities in accordance with the rules and regulations of Baltimore County.
- 33. BALTIMORE COUNTY ACCESS EASEMENT. The duly authorized employees and representatives of Baltimore County shall have the right to enter upon the Property for the purpose of performing necessary inspection, maintenance and repair to any completed storm water management facility. When maintenance or repair to a storm water management facility is not satisfactorily completed by the persons responsible for such maintenance or repair, within a reasonable time, Baltimore County may assess such persons for the costs thereof.

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Order Date: 01-10-2023 Document not for resale HomeWiseDocs 34. WAIVER OF RIGHT TO OBJECT TO ALTERATION IN DEVELOPMENT OF THE COMMUNITY. The Association and each Owner, or purchaser, tenant or Mortgagee of any Lot waives any rights they may have to object to modifications or changes in final development plans, record plats or subdivision plans for any land which may be developed within the Community. This waiver shall appear in all contracts of sale, leases, or assignments of an Owner's interest in any portion of the Community.

#### ARTICLE III

# PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

- 1. EXISTING PROPERTY. The real property which is, and shall be, transferred, held, sold, conveyed and occupied subject to this Declaration is located in the Community, and is shown on **Exhibit A** attached hereto, all of which real property is referred to herein as the "Existing Property."
- 2. ADDITIONS TO EXISTING PROPERTY. The Declarant, its successors and assigns, shall have the right for seven (7) years from the date hereof to bring within the scheme of this Declaration additional property within the Community (the "Additional Property"). The general plan of development is shown on the Plat, but the plan shall not bind the Declarant, its successors or assigns, to make the proposed additions, or to adhere to the plan in any subsequent development of the land shown thereon. The Additional Property to be annexed to the Community consists of all of those Lots and Common Areas shown on the Plat other than the Existing Property.

The additions authorized under this subsection shall be made by filing an amendment to the declaration of record with respect to the Additional Property which shall extend the scheme of the Declaration to such Additional Property, and which Additional Property shall thereupon become part of the Property. Upon the filing of any supplemental declaration, Record Owners of Additional Property shall be subject to the same obligations and entitled to the same privileges as applied to the Record Owners of the Existing The additions authorized under this Section 2 must be Property. completed within seven (7) years from the date hereof. Such supplemental declaration may contain such complementary additions and modifications to the Declaration as may be necessary to reflect the different character, if any, of the Additional Property not inconsistent with the scheme of this Declaration. In no event, however, shall such supplemental declaration revoke, modify or add to the Covenants established by this Declaration for the Existing Property as of the date hereof.

Additional Lots may be annexed by the Declarant without the consent of the Class A members of the Association within seven (7)

years of the date of this Declaration, provided that the annexation is in accord with the general plan heretofore approved by them.

### ARTICLE IV

# MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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

## 2. CLASSES OF MEMBERSHIP.

- (a) The Association-shall have two (2) classes of voting membership:
- (i) Class A. Except for the Declarant and the Builder, which shall initially be Class B members, the Class A members shall be all Record Owners holding title to one (1) or more Lots; provided, however, that any Mortgagee or any other person or entity who holds such interest solely as security for 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 per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.
- (ii) Class B. The Class B member(s) shall be the Declarant and the Builder. The Class B member(s) shall be entitled to three (3) votes per Lot for each Lot owned by it, in all proceedings in which actions shall be taken by members of the Association.

Notwithstanding anything in this Declaration to the contrary, the Builder shall be conclusively presumed, by its having accepted the conveyance from Declarant of the legal title to a Lot:

- (A) to have given the Declarant an irrevocable and exclusive proxy entitling the Declarant, at each meeting of the Membership held while such Builder holds such title, to cast the votes in the Association's affairs which such Builder holds under the foregoing provisions of this Section on each question which comes before such meeting;
- (B) to have agreed with the Declarant that such proxy is given to and relied upon by the Declarant in connection with the Declarant's development, construction, marketing, sale and leasing of any or all of the Property and is coupled with an interest; and
  - (C) such proxy shall cease with respect to the

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votes appurtenant to a Lot when a dwelling has been constructed on such Lot 'and legal title to such Lot is conveyed to a person who intends to occupy such dwelling as a residence.

- (b) If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, holds the record title to any Lot, all of the same, as a unit, and not otherwise, shall be deemed a single member of the Association. The vote of any member comprised of two (2) or more persons, firms, corporation, trustees, or other legal entitles, or any other combination thereof, shall be cast in the manner provided for in the Articles of Incorporation and/or By-Laws of the Association, or as the several constituents may determine, but in no event shall all such constituents cast more than one (1) vote per Lot for each Lot owned by them.
- 3. CONVERSION. The Class B membership in the Association shall cease and be converted to Class A membership in the Association upon the earlier to occur of (i) December 31, 2005; or (ii) at such time as the total number of votes entitled to be cast by Class A members of the Association equals or exceeds the total number of votes entitled to be cast by the Class B member(s) of the Association (the "Development Period"). The Declarant (and the Builder) shall thereafter remain a Class A member of the Association as to each and every Lot from time to time subject to the terms and provisions of this Declaration in which the Declarant (or the Builder) then holds the interest otherwise required for Class A membership.

#### ARTICLE V

# DECLARANT'S RESERVED RIGHTS AND OBLIGATIONS

- 1. RESERVED RIGHTS OF DECLARANT. The Association shall hold the Common Area conveyed to it pursuant to Article VI hereof and each Owner shall own its Lot subject to the following:
- (a) The reservation to Declarant, its successors and assigns, of nonexclusive easements and rights of way over those strips or parcels of land designated or to be designated on the Plat as "Drainage and Utility Easement," "Sewer Easement," "Drainage and Sewage Easement," "Ingress and Egress Easement," and "Open Space," or otherwise designated as an easement area over any road or Common Area on the Property, and over ten (10) foot wide strips of land running along the front, rear, side and other Lot lines of each Lot, except for the common side lines on the Lots for the purposes of proper surface water drainage, for ingress and installation, construction, maintenance, egress, for the reconstruction and repair of public and private utilities to serve the Property and the Lots therein, including but not limited to the mains, conduits, lines, meters and other facilities for water,

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storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Lot, or in the area or on the area in which the same is located, together with the right and privilege of entering upon the Common Areas for such purposes and making openings and excavations thereon, which openings and excavations shall be restored in a reasonable period of time, and for such alterations of the contour of the land as may be necessary or desirable to effect such Within the aforesaid easement areas, no Structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or change the direction of the flow of drainage channels or obstruct or retard the flow of water through drainage channels. The reserved easement areas of each Lot and all improvements therein, except improvements for which a public authority or utility company is responsible, shall be maintained continuously by the Record Owner of the Lot.

- (b) The reservation to Declarant and its successors and assigns, of a non-exclusive easement and right-of-way in, through, over and across the Common Area for the purpose of the storage of building supplies and materials, 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.
- (c) The designation of streets, avenues, roads, courts and places upon the Plat is for the purpose of description only and not dedication, and the rights of the Declarant in and to the same are specifically reserved, and the Declarant hereby reserves unto itself, and its successors and assigns, the right to grade, regrade and improve the streets, avenues, roads, courts and places as the same may be located on the Plat, including the creation or extension of slopes, banks, or excavation in connection therewith and in the construction of and installation of drainage structures therein. The Declarant further reserves unto itself, and its successors and assigns, the bed, in fee, of all streets, avenues and public highways in the Community, as shown on the Plat.
- (d) The Declarant further reserves unto itself, and its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body or municipality, to install and maintain pipelines, underground or above-ground lines, with the appurtenances necessary thereto for public utilities, or quasi-public utilities or to grant such other licenses or permits as the Declarant may deem necessary for the improvement of the Community in, over, through, upon and across any and all of the roads, streets, avenues, alleys, and open space and in, over, through, upon and across each and every Lot in the easement area set forth in this Declaration or as shown on the Plat.

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- (e) The Declarant further reserves unto itself and its successors and assigns, the right to dedicate all of said roads, streets, alleys, rights of way or easements, including easements in the areas designated as "open space", to public use all as shown on the Plat. No road, street, avenue, alley, right of way or easement shall be laid out or constructed through or across any Lot or Lots in the Community except as set forth in this Declaration, or as laid down and shown on the Plat, without the prior written approval of the Architectural Review Committee.
- (f) Declarant further reserves unto itself and its successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of any Structure built on such Lot, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope. Similarly, Declarant reserves the right unto itself, and its successors and assigns, and, without limitation, the Association, to enter on any Lot during normal business hours for the purpose of mowing the lawn thereon and trimming such greenery as Declarant deems appropriate, but Declarant shall be under no obligation to do so. No right shall be conferred upon any Record Owner by the recording of any plat relating to the development of the Property in accordance with such plat, Declarant expressly reserving unto itself the right to make such amendments to any such plat or plats as shall be advisable in its best judgment and as shall be acceptable to public authorities having the right to approval thereof.
- (g) Declarant further reserves unto itself, for itself. and any Builder and their successors and assigns, the right, notwithstanding any other provision of the Declaration, to use any and all portions of the Property other than those Lots conveyed to Record Owners, including any Common Area which may have previously been conveyed to the Association, for all purposes necessary or appropriate to the full and final completion of construction of the Community. Specifically, none of the provisions of Article II concerning architectural control or use restrictions shall in any way apply to any aspect of the Declarant's or Builder's activities or construction, and notwithstanding any provisions of this Declaration, none of the Declarant's or Builder's construction activities or any other activities associated with the development, marketing, construction, sales management or administration of the Community shall be deemed noxious, offensive or a nuisance: Declarant reserves the right for itself and any Builder, and their successors and assigns, to store materials, construction debris and trash during the construction period on the Property without keeping same in containers. The Declarant will take reasonable steps, and will ensure that any Builder takes reasonable steps, to avoid unduly interfering with the beneficial use of the Lots by Record Owners.

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2. INCORPORATION BY REFERENCE; FURTHER ASSURANCES. Any and all grants made to the Association with respect to any of the Common Area and all grants made with respect to any Lots shall be conclusively deemed to incorporate the foregoing reservations, whether or not specifically set forth in such instruments. At the request in writing of any party hereto, any other party shall from time to time execute, acknowledge and deliver such further assurances of such reservations as may be necessary.

# ARTICLE VI

#### COMMON AREA

- 1. GRANT OF COMMON AREA. The Declarant shall grant and convey the Common Area to the Association free and clear of all encumbrances, but subject, however, to non-monetary title exceptions, this Declaration and the Master Declaration (as hereinafter defined) and the latter shall take and accept, the Common Area that is part of the Existing Property not later than the date the first Lot is conveyed to a Record Owner (other than the Builder). The Covenants are hereby imposed upon the Common Area for the benefit of the Declarant, the Association and the Record Owners, and their respective personal representatives, successors and assigns, to the end and intent that the Association shall have and hold the said Common Area subject to the reservations set forth in Article V hereof, and to the Covenants herein set forth.
- 2. MEMBER'S RIGHT OF ENJOYMENT. Every member of the Association shall have a nonexclusive right and easement for the use, benefit and enjoyment, in common with others, in and to the Common Area and such nonexclusive right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the restrictions herein set forth. Except as otherwise permitted by the provisions of this Declaration, the Common Area shall be retained in its natural state, and no Structure or improvement of any kind shall be erected, placed or maintained thereon. Structures or improvements designed exclusively for community use, shelters, benches, chairs or other seating facilities, fences and walls, walkways, playground equipment, game facilities, drainage and utility structures, grading and planting, may be erected, placed and maintained thereon for the use, comfort and enjoyment of the members of the Association, or the establishment, retention or preservation of the natural growth or topography of the area, or for aesthetic reasons. No portion of the Common Area may be used exclusively by any Record Owner or Owners for personal vegetable gardens, storage facilities or other private uses.
  - 3. <u>NUISANCE</u>. No noxious or offensive activity shall be carried on upon the Common Area nor shall anything be done thereon

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which will become an annoyance or nuisance to the neighborhood.

- Association shall improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore and maintain the Common Area, any property shown on the Plat as an easement area, including but not limited to those areas designated as "Ingress and Egress Easement" and "Drainage and Utility Easement" and any area dedicated to a public or governmental entity if such entity fails to properly maintain such area, as from time to time improved, together with any items of personal property placed or installed thereon, all at its own cost and expense, and shall levy against each member of the Association a proportionate share of the aggregate cost and expense required for the care, maintenance and improvement of the Common Area, which proportionate share shall be determined based on the ratio which the number of Lots owned by the member bears to the total number of Lots then laid out or established on the Property.
- 5. RESTRICTIONS. The right of each member of the Association to use the Common Area shall be subject to the following:
- (a) any rule or regulation now or hereafter set forth in this Declaration and, further, shall be subject to any rule or regulation now or hereafter adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Area;
- (b) the right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Area in a manner designed to promote the enjoyment and welfare of the members, and in aid thereof, and, upon authorization of two-thirds (2/3) of the Class A members of the Association (except the Declarant if the Declarant is a Class A Member) to mortgage any of the Common Area;
- (c) the right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosure;
- (d) the right of the Association to suspend the voting rights and the rights to use of the Common Area after notice and a hearing for any period not to exceed sixty (60) days for any infraction of any of the published rules and regulations of the Association or of this Declaration;
- (e) the right of the Association to dedicate or transfer all or any part of the Common Area 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; and further subject to the written

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consent of Baltimore County, Maryland; provided, however, that no dedication, transfer, mortgage or determination as to the purposes or as to the conditions thereof, shall be effective unless two-thirds (2/3) of the Class A members (excluding the Declarant if the Declarant is a Class A member) of the Association consent to such dedication, transfer, purpose and conditions, at any meeting of the members duly called for such purpose;

- (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, right-of-way or easement shall be unreasonably and permanently inconsistent with the rights of the members to the use and enjoyment of the Common Area.
- (g) Notwithstanding the foregoing, if ingress or egress to any Lot is through the Common Area, any conveyance or encumbrance of the Common Area shall be subject to an easement for ingress and egress in favor of such Lot owners.
- All of the foregoing shall inure to the benefit of and be enforceable by the Association and the Declarant, or either of them, their respective successors and assigns, against any member of the Association, or any other person, violating or attempting to violate the same, or any thereof, either by action at law for damages or suit in equity to enjoin a breach or violation, or enforce performance of any term, condition, provision, rule or regulation. Further, the Association or the Declarant shall each have the right to abate summarily and remove any such breach or violation by any member at the cost and expense of such member.
- 6.´ DELEGATION OF RIGHT OF USE. Any member of the Association may delegate its rights to the use and enjoyment of the Common Area to family members who reside permanently with such member and to its tenants, contract-purchasers, invitees and guests, all subject to such reasonable rules and regulations which the Association may adopt and uniformly apply and enforce.
- 7. RULES AND REGULATIONS. Each Record Owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Area, as such rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Area. Further, each Record Owner shall comply with the Covenants imposed by this Declaration on the use and enjoyment of the Common Area.

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#### ARTICLE VII

#### ENCROACHMENTS

If any Structure or any part thereof, now or at any time hereafter, encroaches upon an adjoining Lot or any Structure encroaches upon any Common Area, whether such encroachment is attributable to construction, settlement or shifting of the Structure or any other reason whatsoever beyond the control of the Board of Directors of the Association or any Record Owner, there shall forthwith arise, without the necessity of any further or additional act or instrument, a good and valid easement for the maintenance of such encroachment, for the benefit of the Record Owner, its heirs, personal representatives and assigns, to provide for the encroachment and nondisturbance of the Structure. Such easement shall remain in full force and effect so long as the encroachment shall continue. The conveyance or other disposition of a Lot shall be deemed to include and convey, or be subject to, any easements arising under the provisions of this Article without specific or particular reference to such easement.

## ARTICLE VIII

#### COVENANT FOR ASSESSMENT

COVENANT FOR ASSESSMENT. The Declarant for each Lot owned by it within the Property, hereby covenants, and each Record Owner, by acceptance of a deed hereafter conveying any such Lot to it, whether or not so expressed in such deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association (i) in advance, an annual assessment equal to the member's proportionate share of the sum required by Association, as estimated by the Board of Directors, for annual assessments or charges, and (ii) special assessments or charges, for capital improvements, such annual and special assessments and charges to be established and collected as hereinafter provided. The annual and special assessments or charges shall be a charge and continuing lien upon each of the Lots against which the assessment is made in accordance with the terms and provisions of the Maryland Contract Lien Act, and this Article VIII shall be construed as a real covenant running with the Land and a contract of a lien under the terms of the said Act. Such assessments or charges, together with interest at a rate of twelve percent (12%) per annum, and costs and reasonable attorneys' fees incurred or expended by the Association in the collection thereof, shall also be the personal obligation of the Record Owner holding title to any Lot at the time when the assessment fell due or was payable. The personal obligation for any delinquent assessment or charge, together with interest, costs and reasonable attorneys' fees, however, shall not pass to the Record Owner's successor or successors in title unless expressly assumed by such successor or successors.

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2. USE OF ASSESSMENTS. The assessments and charges levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Community, and in particular for (i) the improvement and maintenance, operation, care, services and facilities related to the use and enjoyment of the Common Area, including fees paid to any management agent; (ii) the payment of taxes on the Common Area (except to the extent that proportionate shares of such public charges and assessments on the Common Area may be levied against all Lots laid out on the Property by the tax collecting authority so that the same is payable directly by the Record Owners thereof, in the same manner as real property taxes are assessed or assessable against the Lots); (iii) the payment of insurance premiums on the Common Area; (iv) the costs of repair, replacement and additions to the Common Area and improvements thereon; (v) the cost of obtaining, planting and thereafter maintaining street trees throughout the Community as required by Baltimore County, Maryland, whether or not such street trees are located in the Common Area; (vi) the costs of utilities and other services which may be provided by the Association for the Community as may be approved from time to time by a majority of the members of the Association; (vii) the cost of labor, equipment, materials, management and supervision incurred or expended in performing all of the foregoing; and (viii) the cost of funding all reserves established by the Association, including a general operating excess and a reserve for replacements.

# 3. MAXIMUM ANNUAL ASSESSMENT.

- (a) Until January 1 of the year immediately following the conveyance of the first Lot to a Record Owner other than the Declarant or the Builder, the maximum annual assessment shall be the aggregate of Seventeen Dollars (\$17.00) per month for each Lot.
- (b) From and after such date, the maximum annual assessment may be increased each year by not more than ten percent (10%) of the maximum annual assessment for the previous year without a vote of the membership of the Association.
- (c) From and after such date the maximum annual assessment may be increased above the ten percent (10%) limitation specified in the preceding sentence only by a vote of two-thirds (2/3) of each class of members of the Association, voting in person or by proxy, at a meeting duly called for such purpose.
- (d) Neither the Declarant, Builder, nor any Lot to which the Declarant or Builder holds record title, shall be exempt from any assessment hereunder, however, notwithstanding anything elsewhere set forth herein, the following allowance shall be made by the Association to the Declarant and Builder in each instance: annual assessments or charges made or levied against any Lot to which the Declarant or Builder holds record title shall equal Order: KMXBLC497

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Order Date: 01-10-2023 Document not for resale HomeWiseDocs twenty-five percent (25%) of the annual assessment or charge made or levied against any other Lot laid out on the Property, to the end and intent that the Declarant and Builder shall not pay more, or less, than twenty-five percent (25%) of the per Lot annual assessment established by the Association under this Section.

- (e) The Board of Directors of the Association may fix the annual assessment or charges against each Lot at any amount not in excess of the maximum. Subject to the limitations set forth in this Section 3, and for the periods therein specified, the Association may change the maximum and the basis of the assessments fixed by Section 3 hereof prospectively for any period provided that any such change shall have the assent of two-thirds (2/3) of each class of members of the Association, voting in person or by proxy, at a meeting duly called for such purposes.
- 4. SPECIAL ASSESSMENTS. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on the Common Area, including fixtures and personal property related thereto, and/or to meet any other deficit of the Association or any emergency or unforeseen expenses of the Association; provided that such assessment shall first be approved by two-thirds (2/3) of the votes of each class of the members of the Association, voting in person or by proxy at a meeting to be called for such purpose.
- 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meetings of members of the Association called for the purpose of taking any action authorized under Sections 3 and 4 of this Article shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence at the meeting of members or of proxies, entitled to cast sixty percent (60%) of all of the votes of each class of members entitled to be cast at such a meeting shall be necessary and sufficient to constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

## 6. COMMENCEMENT DATE OF ANNUAL ASSESSMENTS.

(a) The annual assessments as to any Lot shall commence on the earlier of (i) the date the Lot is conveyed to any person or entity other than the Declarant or a Builder or (ii) the date a Use and Occupancy Permit is issued by the proper authorities of Baltimore County to the Declarant or a Builder. The annual Order (CM)(E) CAS7

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

# 7. DUTIES OF THE BOARD OF DIRECTORS.

- (a) The Board of Directors shall determine the amount of the maintenance assessments annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, 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 member may prepay one or more installments of any maintenance assessment levied by the Association, without premium or penalty.
- (b) The Board of Directors shall prepare, or cause the preparation of an annual operating budget for the Association, which shall provide, without limitation, for the management, operation and maintenance of the Common Area. 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 Record Owner upon reasonable notice to the Board of Directors. Written notice of the annual maintenance assessments shall thereupon be sent to all members of the Association. 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 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 member may exempt itself from liability for maintenance assessments by abandonment of any Lot owned by such member or by the abandonment of such member's right to the use and enjoyment of the Common Area.
- (c) The Association shall, upon demand at any time, furnish to any Record Owner liable for assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated as Order: KWXBLC497

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having been paid. A charge not to exceed ten dollars (\$10.00) may be levied in advance by the Association for each certificate so delivered.

- 8. <u>ADDITIONAL ASSESSMENTS</u>. Additional assessments may be fixed against any Lot only as provided for in this Declaration. Any such assessments shall be due as provided by the Board of Directors in making any such assessment.
- NONPAYMENT OF ASSESSMENT. Any assessment not paid within thirty (30) days after the due date thereof shall be delinquent and shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and shall be subject to a late charge of Five Dollars (\$5.00) per month until paid, or twelve percent (12%) of the Assessment, whichever is greater, and the Board of Directors shall have the right to declare the entire balance of the Assessment and accrued interest thereon to be immediately due and payable. The Association may bring an action at law against the Record Owner personally obligated to pay the same, and/or without waiving any other right, at equity to foreclose the lien against the Lot in the same manner and subject to the same requirements as are specified by the law of Maryland for the foreclosure of mortgages or deeds of trust containing a power of sale or an assent to a decree, and there shall be added to the amount of such assessment the reasonable costs of preparing and filing the complaint of such action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the court together with the cost of the action. No Record Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of such Record Owner's Lot.
- 10. SUBORDINATION OF LIEN TO MORTGAGE. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage(s) or deed(s) of trust now or hereafter placed upon the Lot subject to assessment; provided, however, that the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such future assessment.
- 11. ENFORCEMENT OF LIEN. The Association may establish and enforce the lien for any assessment, annual, special, or otherwise, pursuant to the provisions of the Maryland Contract Lien Act. The lien is imposed upon the Lot against which such assessment is made. The lien may be established and enforced for damages, interest, costs of collection, late charges permitted by law, and attorneys' fees provided for herein or awarded by a court for breach of any of the covenants herein.

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12. EXEMPT PROPERTY. The Common Area and all Lots owned by the Association or dedicated to and accepted by a public authority and all property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Maryland shall be exempt from the assessments created herein.

# 13. RESERVES FOR REPLACEMENTS.

- (a) The Association shall establish and maintain a reserve fund for repairs and replacements of the Common Area 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.
- (b) 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 of the Association in any such reserves shall be considered an appurtenance of such Record Owner's Lot and shall not be separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.
- 14. INITIAL CAPITAL CONTRIBUTION. At settlement for each Lot, the sum of Thirty-Four Dollars (\$34.00) shall be collected from each prospective member of the Association (other than the Builder or the Declarant) for the purpose of start-up expenses and operating contingencies.

#### ARTICLE IX

#### INSURANCE AND CASUALTY LOSSES

- 1. TYPES OF INSURANCE MAINTAINED BY ASSOCIATION. The Board of Directors shall have the authority to and shall obtain the following types of insurance:
- (a) insurance on all insurable improvements on the Common Area against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief in an amount sufficient to cover the full replacement cost of such improvements in the event of damage or destruction;
- (b) a public liability insurance policy covering the Association, its officers, directors and managing agents, having at least a Five Hundred Thousand Dollar (\$500,000.00) limit per total claims that arise from the same occurrence, including but not Order KMXBLC497

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limited to liability insurance for the recreational facilities located in the Community, or in an amount not less than the minimum amount required by applicable law, ordinance or regulation;

- (c) workmen's compensation insurance, if and to the extent required by law; and
- (d) fidelity bond or bonds covering all Directors, officers, employees and other persons handling or responsible for the funds of the Association, in such amounts as the Board of Directors deems appropriate.
- 2. PREMIUMS FOR INSURANCE MAINTAINED BY ASSOCIATION. Premiums for all insurance and bonds required to be carried under Section 1 hereof or otherwise obtained by the Association on the Common Area shall be an expense of the Association, and shall be included in the annual assessments. Premiums on any fidelity bond maintained by a third party manager shall not be an expense of the Association.

# 3. DAMAGE AND DESTRUCTION OF COMMON AREA.

- (a) Immediately after any damage or destruction by fire or other casualty to all or any part of the insurable improvements on the Common Area, the Board of Directors, or its agent, shall proceed with the filing and adjustment of all claims arising under the fire and extended coverage insurance maintained by the Association and obtain reliable estimates of the cost of repair or reconstruction of the damaged or destroyed improvements. Repair or reconstruction means repairing or restoring the improvements to substantially the same condition in which they existed prior to the fire or other casualty.
- (b) Any damage or destruction to insurable improvements on the Common Area shall be repaired or reconstructed unless at least seventy-five percent (75%) of the members present at a meeting of the membership held within ninety (90) days after the casualty shall decide not to repair or reconstruct, and at least two-thirds (2/3) of the first Mortgagees of all Lots have given their prior written approval not to rebuild as hereinafter provided.
- (c) If, in accordance with subsection (b), the improvements are not to be repaired or reconstructed and no alternative improvements are authorized by the members, then and in that event the damaged Common Area shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition. In such event, any excess insurance proceeds shall be paid over to the Association for the benefit of the Property, which proceeds may be used and/or distributed as determined by the Board of Directors, in its discretion, or as otherwise provided in the Articles of

. Order: KMD3J\_C497 : Address: 105 Rangeford Dr Incorporation and/or the Bylaws of the Association.

- 4. REPAIR AND RECONSTRUCTION OF COMMON AREA. If any improvements on the Common Area are damaged or destroyed, and the proceeds of insurance received by the Association are not sufficient to pay in full the cost of the repair and reconstruction of the improvements, the Board of Directors shall, without the necessity of a vote of the members, levy a special assessment against all Record Owners in order to cover the deficiency in the manner provided in Article VIII hereof. If the proceeds of insurance exceed the cost of repair, such excess shall be retained by the Association and used for such purposes as the Board of Directors shall determine.
- 5. HAZARD INSURANCE ON IMPROVED LOTS. Each Record Owner of an improved Lot at all times shall maintain fire and extended coverage insurance or other appropriate damage and physical loss insurance, in an amount equal to not less than one hundred percent (100%) of the current replacement value of the improvements on the Lot.

# 6. OBLIGATION OF LOT OWNER TO REPAIR AND RESTORE.

- (a) In the event of any damage or destruction of the improvements on a Lot, the insurance proceeds from any insurance policy on an improved Lot, unless retained by a Mortgagee of a Lot, shall be applied first to the repair, restoration or replacement of the damaged or destroyed improvements. Any such repair, restoration or replacement shall be done in accordance with the plans and specifications for such improvements originally approved by the Declarant or the Architectural Review Committee; unless the Record Owner desires to construct improvements differing from those so approved, in which event the Record Owner shall submit plans and specifications for the improvements to the Architectural Review Committee and obtain its approval prior to commencing the repair, restoration or replacement. If any Mortgagee does not permit insurance proceeds to be used to restore any damaged or destroyed improvements, then the Record Owner of such Lot shall raze the improvements and return the Lot to its natural condition free of all debris.
- (b) If any Record Owner of an improved Lot fails to maintain the insurance required by Section 5 of this Article, the Association may, but shall not be obligated to, obtain such insurance and pay any premiums required in connection with obtaining such insurance. Such Record Owner shall be personally liable to the Association for any costs incurred by the Association in obtaining such insurance, to the same extent as such Record Owner is liable for assessments levied against its Lot, and, upon the failure of the Record Owner to pay such costs within ten (10) days after such Record Owner's receipt of a written demand therefor from the Association, the Association may establish a lien therefor

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upon the Record Owner's Lot in accordance with and subject to the provisions of this Declaration applicable to an assessment lien.

## ARTICLE X

## RIGHTS OF MORTGAGEES

#### 1. GENERAL.

- (a) Regardless of whether a Mortgagee in possession of a Lot is its Record Owner, (i) such Mortgagee in possession shall have all of the rights under the provisions of this Declaration, the Plat, the Articles of Incorporation, the By-Laws and applicable law, which would otherwise be held by such Record Owner, subject to the operation and effect of anything to the contrary contained in its Mortgage, and (ii) the Association and each other Record Owner or person shall be entitled, in any matter arising under the provisions of this Declaration and involving the exercise of such rights, to deal with such Mortgagee in possession as if it were the Record Owner thereof.
- (b) Any Mortgagee in possession of a Lot shall (subject to the operation and effect of the provisions of this Declaration, the Articles of Incorporation, the By-Laws and applicable law) bear all of the obligations under the provisions thereof which are borne by its Record Owner; provided, that nothing in the foregoing provisions of this Section shall be deemed in any way to relieve any owner of any such obligation, or of any liability to such Mortgagee on account of any failure by such Record Owner to satisfy any of the same.
  - 2. ACTIONS CONDITIONED ON MORTGAGEE'S APPROVAL. Unless two-thirds (2/3) of the first Mortgagees of all Lots have given their prior written approval thereof, the Association shall not by act or omission
  - (a) seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area (provided, that the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area shall not be deemed to be prohibited by the foregoing provisions of this subdivision); or
  - (b) use any proceeds derived from hazard insurance and paid to the Association on account of any damage to or destruction of any of the Common Area, for other than the repair, replacement or reconstruction thereof; or
  - (c) fail to maintain fire and extended coverage insurance on so much of the Common Area as is insurable, on a current replacement cost basis, in an amount not less than one hundred percent (100%) of the insurable value thereof (based on

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its current replacement cost); or

- (d) change the method of determining the Assessments; or
- (e) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, set forth in the provisions of this Declaration, pertaining to the architectural design or the exterior appearance or maintenance of Lots or improvements thereon, or the maintenance and upkeep of the Common Area.

Any Mortgagee who has received written notification of the foregoing who does not respond within thirty (30) days of the postmark of such notice shall be deemed to have approved of the action or other matter in such notice.

- 3. INSPECTION; STATEMENT AND NOTICE. A Mortgagee shall, upon request of the Association, be entitled to
- (a) inspect the Association's books and records during normal business hours;
- (b) receive an annual financial statement of the Association within ninety (90) days after the end of any fiscal year of the Association;
- (c) be given timely written notice of all meetings of the Membership, and designate a representative to attend all such meetings;
- (d) be given timely written notice of the occurrence of any substantial damage to or destruction of the Common Area, or if the Common Area is made the subject of any condemnation or eminent domain proceeding or the acquisition thereof is otherwise sought by any condemning authority; and
- (e) be given timely written notice by the Association of failure to pay assessments by the Record Owner of such Mortgagee's Lot which is not cured within thirty (30) days after such default commences, but the failure to give such notice shall not affect the validity of the lien for any assessments levied pursuant to this Declaration.
- 4. APPROVAL BY FEDERAL HOUSING ADMINISTRATION AND VETERANS ADMINISTRATION. Until the Class B membership terminates pursuant to the provisions of Article IV, Section 3, the consent or approval of the Federal Housing Administration, the Veterans Administration and/or the Department of Housing and Urban Development shall be obtained with respect to any of the following actions taken while a Mortgage is in effect which is insured by such entity:

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- (a) a dedication of any portion of the Common Area to public use;
  - (b) an amendment of this Declaration; and
  - (c) annexation of additional properties.

#### ARTICLE XI

# OWINGS MILLS NEW TOWN COMMUNITY RIGHTS AND OBLIGATIONS

- 1. EASEMENT TO OWINGS MILLS NEW TOWN COMMUNITY ASSOCIATION. The officers, agents, employees and independent contractors of the Owings Mills New Town Community Association (the "Master Association") shall have a nonexclusive easement to enter upon the Property, or any portion thereof, for the purpose of performing or satisfying the duties and obligations of the Master Association as set forth in the Master Association Declaration of Covenants, Conditions and Restrictions dated March 28, 1990 and recorded among the Land Records of Baltimore County in Liber S.M. No. 8440, folio 189, as amended from time to time (the "Master Declaration") or as otherwise set forth in any other documents or rules and regulations applicable to the Master Association.
- 2. SUBORDINATION OF ASSESSMENT LIEN. The lien of any assessment imposed upon any Lot pursuant to this Declaration shall be subordinate and inferior to the lien of any assessment imposed upon such Lot pursuant to the Master Declaration.
- 3. OWINGS MILLS NEW TOWN COMMUNITY ASSOCIATION ASSESSMENTS. Declarant hereby covenants for each Lot and each Owner of any Lot by acceptance of a deed therefor, whether or not is shall be so expressed in such deed, does and is hereby deemed to covenant and agree to pay to the Master Association the Master Association assessments imposed upon such Lots pursuant to the Master Declaration. Said assessments shall be levied and collected as provided in the Master Declaration.

The Association shall have responsibility for collecting Master Association assessments. Such Master Association assessments shall be due and payable to the Association on the same day that such assessments are due and payable to the Master Association. The Association shall levy late charges and, upon instructions from the Master Association Board of Directors, interest charges against any Owner who fails to pay such Master Association assessments within the time periods specified in Section 9 of Article VIII. Within three (3) business days of payment of the Master Association assessments to the Association, the Association shall deliver such Master Association assessments to the Master Association. The

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Master Association Board of Directors shall establish procedures for the payment by the Association to the Master Association of Master Association assessments collected by the Association. Any Master Association assessments collected by the Association shall be held in trust for the benefit of the Master Association. If the Association fails to pay Master Association assessments to the Master Association Board of Directors when due, and in accordance with the provisions of any guidelines established by the Master Association Board of Directors, the Master Association Board of Directors may bring any action, at law or equity, against the Association and all costs of enforcement shall be levied as an enforcement assessment against the Association under the Master Declaration. The Master Association Board of Directors may upon a vote by a majority of the said Directors, elect to terminate the obligation of any Association to collect the Master Association assessments.

With the consent of the Association, which shall not be unreasonably withheld, the Master Association may elect administer, levy, collect, and enforce the assessments provided for under this Declaration provided, however, the Master Association may elect to pre-empt the rights of the Association and may fix, levy, collect and enforce said assessments if the Association fails to levy or collect the Master Association assessments or fails to duly operate and maintain to the standards reasonably established for Owings Mills New Town by the Master Association. All funds collected by the Master Association pursuant to this Declaration shall be utilized in the manner and for the purposes specified in this Declaration and in the Master Declaration, the Master Association Bylaws, the Master Association Articles Incorporation, and the rules and regulations of the Master Association Board of Directors and the Master Association Architectural Committee.

- All Master Association assessments shall be payable in the amount specified by the particular assessment, and no offset against such amount shall be permitted for any reason, including, without limitation, a claim that the Declarant or the Master Association is not properly exercising its duties or powers as provided for herein or in the Master Declaration.
- 4. WAIVER OF RIGHT TO OBJECT TO ALTERATION IN DEVELOPMENT OF OWINGS MILLS NEW TOWN. The Association and each Owner, or purchaser, tenant or Mortgagee of any Lot waives any rights they may have to object to modifications or changes in final development plans, record plats or subdivision plans for any land which may be developed in the Owings Mills New Town Community outside of Carriage Homes at The Pointe. This waiver shall appear in all contracts of sale, leases, or assignments of an Owner's interest in any portion of the Community.

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- 5. ENFORCEMENT. Breach of any of the limitations, restrictions, conditions and covenants set forth in this Declaration, or the continuation thereof, may be enjoined, abated or remedied by appropriate legal proceedings by the Master Association and in such event the Master Association shall be deemed to be a person who may enforce the provisions of this Declaration pursuant to Article VIII and Article XII hereof. The failure of the Master Association to enforce any of said limitations, restrictions, conditions or covenants shall not constitute a waiver of the right to enforce the same thereafter. No liability shall be imposed on, nor incurred by, the Master Association as a result of such failure. The prevailing party in any action at law or in equity instituted by the Master Association to enforce or interpret said limitations, restrictions, conditions or covenants, shall be entitled to all costs incurred in connection therewith, including without limitation, reasonable attorneys' fees.
- 6. SUPREMACY OF OWINGS MILLS NEW TOWN COMMUNITY DECLARATION. In addition to all of the rights and obligations which have been conferred or imposed upon the Association pursuant to this Declaration, the Bylaws or the Articles of Incorporation of the Association, the Association shall be entitled to exercise any of the rights conferred upon it and be subject to all of the obligations imposed upon it pursuant to the Master Declaration, the Master Association Bylaws or the Master Association Articles of Incorporation. The Association (including, without limitation, the Association Architectural Review Committee) shall also be subject to all superior rights and powers which have been conferred upon the Master Association pursuant to the Master Association Declaration, the Master Association Bylaws and Master Association Articles of Incorporation.
- (a) Each Owner and each Lot shall be subject to all of the covenants, conditions, restrictions and provisions contained in the Master Declaration.
- (b) In the event of any conflict between any of the covenants, conditions, restrictions or provisions of this Declaration, the Bylaws or the Articles of Incorporation of the Association with any of the covenants, conditions, restrictions or provisions of the Master Declaration, the Master Bylaws and the Master Articles of Incorporation, then, in such event, the covenants, conditions, restrictions and provisions of the Master Declaration, the Master By-Laws and the Master Articles of Incorporation shall govern and prevail.
- 7. DELEGATE SELECTION. The Master Declaration provides for representation of the Association to the Master Association by selecting a delegate. The President of the Association, or his or her designee, shall constitute the delegate to the Master Association for the Association with the right and obligation to

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represent and vote on behalf of the Association in accordance with the terms of the Master Declaration. The President, at meetings of the Master Association, shall cast the votes of the members of the Association at the direction of the Board of Directors, in the manner provided in the by-laws of the Association. Notwithstanding the foregoing, if the matter to be decided would require the approval of the members of the Association pursuant to the terms of this Declaration and the articles of incorporation and by-laws of the Association, had such matter arisen hereunder or thereunder, then such matter shall be decided by the appropriate vote of the members of the Association.

#### ARTICLE XII

#### MISCELLANEOUS

1. TERM. This Declaration shall run with the land and shall be binding for a period of thirty (30) years from the date this Declaration is recorded, after which time this Declaration shall automatically be extended for successive periods of ten (10) years each unless and until an instrument signed by the then Record Owners of leasehold equities of redemption, or fee simple interests, as the case may be (excluding mortgagees, ground rent owners, and all others) in the majority of Lots subject to the same (casting one (1) vote for each Lot so owned) into which the Community shall have been subdivided, has been recorded, by which this Declaration, in whole or in part, is amended, modified or revoked.

## 2. ENFORCEMENT.

- (a) Enforcement of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages, or both. In acquiring title to any Lot in the Community, the purchaser or purchasers violating or attempting to violate any covenant, agree to reimburse the Association and/or any Record Owners for all costs and expenses for which it or they may be put as a result of the said violation or attempted violation, including but not limited to, court costs and attorneys' fees.
- (b) These Covenants shall inure to the benefit of and be enforced by the Association or by the Record Owner or Owners of any land included in the Community and their respective legal representatives, successors and assigns, and all persons claiming by, through or under them.
- 3. NO WAIVER. The failure or forbearance by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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- 4. INCORPORATION BY REFERENCE ON RESALE. In the event any Record Owner sells or otherwise transfers any Lot, any deed purporting to effect such transfer shall be deemed to contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and liens set forth in this Declaration, whether or not the deed actually so states.
- 5. NOTICES. Any notice required to be sent to any member or Record 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 Record Owner on the records of the Association at the time of such mailing.
- 6. 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 Area 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 Area.
- 7. 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.
- 8. 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.

## 9. AMENDMENT.

(a) Subject to the provisions of Article X of this Declaration, for so long as there is a Class B membership of the Association, this Declaration may be amended by an instrument in writing, signed and acknowledged by the Declarant and by the President or Vice-President and Secretary or Assistant Secretary of the Association after approval of the amendment at a meeting of the Association duly called for such purpose. The vote (in person or by proxy) or written consent of (i) at least two-thirds (2/3) of the Class A members of the Association, if any, and (ii) the Declarant shall be required to add to, amend, revise or modify this Declaration. Subject to the provisions of Article X of this Declaration, following the lapse of all of the Class B memberships in the Association, as provided in Article IV hereof, this Declaration may be amended by an instrument in writing, signed and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Association with the approval, in the manner set forth above, of at least two-thirds (2/3) of the Class A

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members of the Association at a meeting of the Association duly called for such purpose.

- (b) An amendment or modification shall be effective when executed by the President or Vice-President and Secretary or Assistant Secretary of the Association who shall certify that the amendment or modification has been approved as hereinabove provided. The amendment shall be recorded in the Land Records of Baltimore County, Maryland. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording. For the purpose of recording such instrument, each Record Owner, other than the Declarant, hereby grants to the President or Vice-President and Secretary or Assistant Secretary of the Association an irrevocable power of attorney to act for and on behalf of each and every Record Owner in certifying, executing and recording said instrument. Notwithstanding anything to the contrary contained herein, in no event may any of Declarant's rights or privileges under the articles of incorporation or by-laws of the Association or this Declaration be terminated, altered or amended without Declarant's prior written consent.
- 10. NOTICE OF PUD ZONING. The Property subject to this Declaration, as part of Owings Mills New Town, is zoned a Planned Unit Development ("PUD") by Order of the Zoning Commissioner of Baltimore County dated October 10, 1986, as the same may be amended from time to time. The special zoning regulations for Owings Mills New Town were adopted and approved by the Zoning Commissioner for Baltimore County in Case No. 87-152-Auth, SPHA, which regulations are available for review as part of the file in Case No. 87-1520-Auth, SPHA, Baltimore County Office of Planning and Zoning, County Courts Building, 401 Bosley Avenue, Towson, Maryland 21204, and at the office of the Master Association.

[SIGNATURES APPEAR ON THE NEXT PAGE]

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WITNESS the hand and seal of the Declarant hereto on the day hereinabove first written.

WITNESS/ATTEST:

DECLARANT

KEVIN McDONALD AND DOTTIE JENSEN, TRUSTEES

STATE OF MARYLAND, CITY/COUNTY) OF Baltimore, TO WIT:

I HEREBY CERTIFY that on this 28th day of September), 1997, before, me, the subscriber, a Notary Public of the State of Maryland, personally appeared DOTTIE JENSEN, Trustee, known to me or suitably proven, the Declarant named in the foregoing Declaration of Covenants, Conditions and Restrictions, who, in my presence, signed and sealed the same and acknowledged the same to be his act and deed.

AS WITNESS my hand and seal.

Panela Eve Aughos Notary Public

My Commission Expires: January

The undersigned hereby certifies that the above instrument has been prepared by or under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland or by or on behalf of one of the parties named in the above instrument.

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CARRIAGE HOMES AT THE POINTE COMMUNITY ASSOCIATION, INC.

# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

#### EXHIBIT A

# Description of the Existing Property

BEING all those Lots shown and designated as Lot Nos. 402 & 403, as shown on those Subdivision Plats entitled "Plat 1 of 3, Area 3EA, Owings Mills New Town - 'The Pointe'" and "Plat- 3 of 3 & Resubdivision of Area 4AB & Stormwater Management Pond Number 6, Owings Mills New Town - The Pointe", located in the Second Election District of Baltimore County, Maryland, which plats are recorded among the Land Records of Baltimore County, Maryland on June 30, 1999, in Plat Book S.M. No. 71, folio 125-126.

Return To: Janice Portney 233 E. Redwood Street Baltimore, Maryland 21202

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7	If Partial Conveyance, List Improvements Conveyed:  Doc. 1 - Grantor(s) Name(s).  Doc. 2 - Grantor(s) Name(s)						
<u>.                                    </u>	KEUIN MC DONA						
Transferred From	DODIE JENSEN	TRUSTES					
7 1100	Doc. 1 - Owner(s) of Record, if Different from Grantor(s)  Doc. 2 - Owner(s) of Record, if Different from Grantor(s)					Frantor(s)	
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### CARRIAGE HOMES AT THE POINTE COMMUNITY ASSOCIATION, INC.

# FIRST SUPPLEMENTAL DECLARATION OF COVENANTISTIDING FEE CONDITIONS AND RESTRICTIONS

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THIS FIRST SUPPLEMENTAL DECLARATION OF COVENANTS. CONDITIONS AND RESTRICTIONS (this "Supplemental Declaration") made this 2" day of February, 2000, by KEVIN McDONALD and DOTTIE JENSEN, TRUSTEES (individually and collectively, the "Declarant").

#### RECITALS

- Whereas, Kevin McDonald and Dottie Jensen executed a certain Declaration of Covenants, Conditions and Restrictions dated September 28, 1999, and recorded among the Land Records of Baltimore County, Maryland (the "Land Records") in Liber S.M. No. 14237, folio 511, et seq., (the "Initial Declaration") establishing Carriage Homes at the Pointe Community Association, Inc. Said covenants, conditions and restrictions constitute a general scheme of development for the Carriage Homes at the Pointe Community included in the Initial Declaration with respect to the use and occupancy thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Carriage Homes at the Pointe Community and enhancing the quality of life therein.
- Whereas, the Initial Declaration provides for the annexing of additional land within the Carriage Homes at the Pointe Community Association, Inc. to bring such additional land within the scheme of the Initial Declaration and subject to all respect thereto.
- C. The Declarant desire to supplement the Initial Declaration to have the additional land described in Exhibit A attached hereto, subject to the Initial Declaration.
- By this First Supplementary Declaration of Covenants, Conditions and Restrictions, Declarant desires to add by annexation to the Carriage Homes at the Pointe Community the real property described in Exhibit A attached hereto (the "Additional Property"), so that the Additional Property will be subject to the Initial Declaration, become a part of and be included within the definition of the Property as defined in the Initial Declaration, and be developed as part of the Carriage Homes at the Pointe Community, provided, however, to the extent any Additional Property is encumbered by the Initial Declaration and the legal title to such Additional Property is not conveyed to a person or entity other than Declarant, Declarant may, by recordation of an amendment to the Initial Declaration among the Land Records of Baltimore County, Maryland, remove the unconveyed Additional Property from the operation and effect of the Initial Declaration. Immediately following recordation of such amendment the Additional Property which has not been conveyed shall be treated as though this Supplemental Declaration has never encumbered such

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Authorized Signerure

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Additional Property. The Additional Property is part of the annexable property described in the Initial Declaration.

#### FIRST SUPPLEMENTARY DECLARATION

- 1. Pursuant to Article III, Section 2 the Initial Declaration, Declarant hereby covenants, agrees and declares that the Additional Property is hereby annexed and made subject to the Initial Declaration, as a part of and included within the property as defined in the Initial Declaration.
- 2. Except as expressly set forth herein, the terms and provisions of the Initial Declaration not inconsistent with this Supplementary Declaration shall remain in full force and effect, unmodified by the terms and provisions of this Supplementary Declaration.
- 3. This Supplementary Declaration and all rights and obligations hereunder shall be governed by and construed under the laws of the State of Maryland.
- 4. All capitalized terms used in this Supplementary Declaration shall have the same meaning as in the Initial Declaration, except as may otherwise be expressly set forth in this Supplementary Declaration.
- 5. The Initial Declaration together with all supplementary declarations thereto recorded in the Land Records subsequent to this Supplementary Declaration shall be collectively referred to as the "Declaration."
- 6. The Declarant hereby declares that the property described in Exhibit A attached hereto shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Initial Declaration, as noted on the plat described in Exhibit A. Exhibit A which is attached hereto is incorporated herewith as an integral part of this Supplementary Declaration.

WITNESS the hands and seals of the parties hereto on the date herein above first written.

WITNESS/ATTEST:

DECLARANT

DOTTIE JENSEN, Trustee, on behalf of Kevin McDonald and Dottie Jensen, Trustees

BALTIMORE COUNTY CIRCUIT COURT (Land Records) [MSA CE 62-14170] 850 SM 14315, p. 0708. Printed 02/04/2010 Online 03/03/2005.

<u>- Address, 1951 engennu b</u> - Order Date: 01-10-2023 STATE OF GALIFORNIA
CITY/COUNTY OF Bactroise

I HEREBY CERTIFY, that on this Aday of February, 2000, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared **DOTTIE** JENSEN, Trustee, known to me, or satisfactorily proven to be the person whose name is subscribed to this First Supplemental Declaration of Covenants, Conditions and Restrictions, and who acknowledged that she executed the same for the purposes contained herein.

AS WITNESS my hand and Notarial Seal.

Biggy L. Knouse (SEAL) Notary Public

My Commission Expires: //-01-0/

THE UNDERSIGNED HEREBY CERTIFIES THAT THE ABOVE INSTRUMENT HAS BEEN PREPARED BY OR UNDER THE SUPERVISION OF THE BELOW ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND.

Neil J. Schechter

BALTIMORE COUNTY CIRCUIT COURT (Land Records) [MSA OF 62 14170] Book SM 14315 P 0709. Printed 02/04/2010. Online 03/08/2005. DOC0209-R239-01 Address: 105 Rangeford Dr

Order Date: 01-10-2023 Document not for resale

### Additional Property

BEING all those Lots shown and designated as Lot Nos. 407 & 408, as shown on those Subdivision Plats entitled "Plat 1 of 3, Area 3EA, Owings Mills New Town - 'The Pointe'" and "Plat 3 of 3 & Resubdivision of Area 4AB & Stormwater Management Pond Number 6, Owings Mills New Town - The Pointe", located in the Second Election District of Baltimore County, Maryland, which plats are recorded among the Land Records of Baltimore County, Maryland on June 30, 1999, in Plat Book S.M. No. 71, folio 125-126.

Return To: Janice Portney 233 E. Redwood Street Baltimore, Maryland 21202

BALTIMORE COUNTY GIRCLUT COURT (Land Records) [MSA CE 62-14170] Book SM 14315, p. 0710. Printed 02/04/2010. Online 03/08/2005.

Order Date: 01-10-2023 Document not for resale

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: -0014360 001

Cornerstone Title 7250 Parkway Dr. #540 Hanover, M.D. 21076

# CARRIAGE HOMES AT THE POINTE COMMUNITY ASSOCIATION, INC.

03:04 PB

SECOND SUPPLEMENTAL DECLARATION OF COVENA CONDITIONS AND RESTRICTIONS

Har 16, 2000

THIS SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Supplemental Declaration") made this 18 day of February, 2000, by KEVIN McDONALD and DOTTIE JENSEN, TRUSTEES (individually and collectively, the "Declarant").

#### RECITALS

- Whereas, Kevin McDonald and Dottie Jensen executed a certain Declaration of Covenants, Conditions and Restrictions dated September 28, 1999, and recorded among the Land Records of Baltimore County, Maryland (the "Land Records") in Liber S.M. No. 14237, folio 511, et seq., (the "Initial Declaration") establishing Carriage Homes at the Pointe Community Association, Inc. Said covenants, conditions and restrictions constitute a general scheme of development for the Carriage Homes at the Pointe Community included in the Initial Declaration with respect to the use and occupancy thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Carriage Homes at the Pointe Community and enhancing the quality of life therein.
- Whereas, the Initial Declaration provides for the annexing of additional land within the Carriage Homes at the Pointe Community Association, Inc. to bring such additional land within the scheme of the Initial Declaration and subject to all respect thereto.
- The Declarant desire to supplement the Initial Declaration to have the additional land described in Exhibit A attached hereto, subject to the Initial Declaration.
- D. By First Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 8, 2000, and recorded among the Land Records in Liber S.M. No.14315, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By this Second Supplementary Declaration of Covenants, Conditions and Restrictions, Declarant desires to add by annexation to the Carriage Homes at the Pointe Community the real property described in Exhibit A attached hereto (the "Additional Property"), so that the Additional Property will be subject to the Initial Declaration, become a part of and be included within the definition of the Property as defined in the Initial Declaration, and be developed as part of the Carriage Homes at the Pointe Community, provided, however, to the extent any Additional Property is encumbered by the Initial Declaration and the legal title to such Additional Property is not conveyed to a person or entity other than Declarant, Declarant may, by recordation of an amendment to the Initial Declaration among the Land Records of Baltimore County,

TRANSFER TAX NOT REQUIRED Director of Budget and Finance

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BALTIMORE COUNTY (RECORD (Land Records) [MSA/CE:62-14215] Book SM 14360 p. 0004 Prints AND Prints AND PRINTS (BAND) PRINTS (BAND 03/08/2005. 02/15/2000 Address: 105 Rangefo

Authorized Signature Sec 33-139 (JEC)

Maryland, remove the unconveyed Additional Property from the operation and effect of the Initial Declaration. Immediately following recordation of such amendment the Additional Property which has not been conveyed shall be treated as though this Supplemental Declaration has never encumbered such Additional Property. The Additional Property is part of the annexable property described in the Initial Declaration.

### SECOND SUPPLEMENTARY DECLARATION

- 1. Pursuant to Article III, Section 2 the Initial Declaration, Declarant hereby covenants, agrees and declares that the Additional Property is hereby annexed and made subject to the Initial Declaration, as a part of and included within the property as defined in the Initial Declaration.
- 2. Except as expressly set forth herein, the terms and provisions of the Initial Declaration not inconsistent with this Supplementary Declaration shall remain in full force and effect, unmodified by the terms and provisions of this Supplementary Declaration.
- 3. This Supplementary Declaration and all rights and obligations hereunder shall be governed by and construed under the laws of the State of Maryland.
- 4. All capitalized terms used in this Supplementary Declaration shall have the same meaning as in the Initial Declaration, except as may otherwise be expressly set forth in this Supplementary Declaration.
- 5. The Initial Declaration together with all supplementary declarations thereto recorded in the Land Records subsequent to this Supplementary Declaration shall be collectively referred to as the "Declaration."
- 6. The Declarant hereby declares that the property described in <u>Exhibit A</u> attached hereto shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Initial Declaration, as noted on the plat described in <u>Exhibit A</u>. <u>Exhibit A</u> which is attached hereto is incorporated herewith as an integral part of this Supplementary Declaration.

WITNESS the hands and seals of the parties hereto on the date herein above first written.

WITNESS/ATTEST:

DECLARANT

DOTTIE JENSEN, Trustee, on behalf of Kevin McDonald and Dottie Jensen, Trustees

BALTIMORE COUNTY CIRCULTI COURT (Land Records) [MSA CE 62-14215] Book SM 14360 p. 0002. Printed 02/04/2010. Online 03/08/2005. 02/15/2000

Maryland STATE OF GALIFORNIA CITY/COUNTY OF Baltanore

I HEREBY CERTIFY, that on this <u>/E</u><sup>th</sup>day of February, 2000, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared **DOTTIE JENSEN**, Trustee, known to me, or satisfactorily proven to be the person whose name is subscribed to this **Second Supplemental Declaration of Covenants**, **Conditions and Restrictions**, and who acknowledged that she executed the same for the purposes contained herein.

AS WITNESS my hand and Notarial Seal.

Scapy & Knows (SEAL Notary Public

My Commission Expires: //-01-01

THE UNDERSIGNED HEREBY CERTIFIES THAT THE ABOVE INSTRUMENT HAS BEEN PREPARED BY OR UNDER THE SUPERVISION OF THE BELOW ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND,

Neil J. Schechter

BAL TIMORE COUNTY CIRCUIT COURT (Land Records) [MSA CE 62-14215] BOOK SM 14360, p. 0003. Printed 02/04/2010. Online 03/08/2005. 02/15/2000

<u> Address: 105 Rangeford Dr</u>

#### **EXHIBIT A**

# Additional Property

BEING all those Lots shown and designated as Lot Nos. 409 & 410, as shown on those Subdivision Plats entitled "Plat 1 of 3, Area 3EA, Owings Mills New Town - The Pointe" and "Plat 3 of 3 & Resubdivision of Area 4AB & Stormwater Management Pond Number 6, Owings Mills New Town - The Pointe", located in the Second Election District of Baltimore County, Maryland, which plats are recorded among the Land Records of Baltimore County, Maryland on June 30, 1999, in Plat Book S.M. No. 71, folio 125-126.

Return To: Janice Portney 233 E. Redwood Street Baltimore, Maryland 21202

BALTIMORE COUNTY CIRCUIT COURT (Land Records) (MSA CE 62-14215) Book SM 14360, p. 0004. Printed 02/04/2010. Online 03/08/2005.

Owler Date: 01-10-2023

Cornerstone Title 7250 Parkway Dr. Rest BAB3

CARRIAGE HOMES AT THE POINTE COMMUNITY ASSOCIATION, INC.

Mar 16, 2000

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THIRD SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS THIRD SUPPLEMENTAL DECLARATION OF COVENANTS. CONDITIONS AND RESTRICTIONS (this "Supplemental Declaration") made this 18 day of February, 2000, by KEVIN McDONALD and DOTTIE JENSEN, TRUSTEES (individually and collectively, the "Declarant").

#### RECITALS

- Whereas, Kevin McDonald and Dottie Jensen executed a certain Declaration of Covenants, Conditions and Restrictions dated September 28, 1999, and recorded among the Land Records of Baltimore County, Maryland (the "Land Records") in Liber S.M. No. 14237, folio 511, et seq., (the "Initial Declaration") establishing Carriage Homes at the Pointe Community Association, Inc. Said covenants, conditions and restrictions constitute a general scheme of development for the Carriage Homes at the Pointe Community included in the Initial Declaration with respect to the use and occupancy thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Carriage Homes at the Pointe Community and enhancing the quality of life therein.
- Whereas, the Initial Declaration provides for the annexing of additional land within the Carriage Homes at the Pointe Community Association, Inc. to bring such additional land within the scheme of the Initial Declaration and subject to all respect thereto.
- The Declarant desire to supplement the Initial Declaration to have the additional land described in Exhibit A attached hereto, subject to the Initial Declaration.
- D. By First Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 8, 2000, and recorded among the Land Records in Liber S.M. No. 14315, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Second Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. \* , folio \*\_, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration. \* Recorded just prior hereto.
- By this Third Supplementary Declaration of Covenants, Conditions and Restrictions, Declarant desires to add by annexation to the Carriage Homes at the Pointe Community the real property described in Exhibit A attached hereto (the "Additional Property"), so that the Additional Property will be subject to the Initial Declaration, become a part of and be CUIRED

Director of Budget and Finance BALTIMORE COUNTY MARYLAND

BALTIMORE COUNTY CIRCUIT COURT (Land Records) [MSA CE 62-142 (4)/6 66 SM 14359] p. 0707. Printed 02/04/2017 Chine Per 20/04/2017 Chine 02/25/2000

Address: 105 Rangeford Dr

Aythorized, Signature Sec 33-139 DEC Date

Order Date: 01-10-2023

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included within the definition of the Property as defined in the Initial Declaration, and be developed as part of the Carriage Homes at the Pointe Community, provided, however, to the extent any Additional Property is encumbered by the Initial Declaration and the legal title to such Additional Property is not conveyed to a person or entity other than Declarant, Declarant may, by recordation of an amendment to the Initial Declaration among the Land Records of Baltimore County, Maryland, remove the unconveyed Additional Property from the operation and effect of the Initial Declaration. Immediately following recordation of such amendment the Additional Property which has not been conveyed shall be treated as though this Supplemental Declaration has never encumbered such Additional Property. The Additional Property is part of the annexable property described in the Initial Declaration.

### THIRD SUPPLEMENTARY DECLARATION

- 1. Pursuant to Article III, Section 2 the Initial Declaration, Declarant hereby covenants, agrees and declares that the Additional Property is hereby annexed and made subject to the Initial Declaration, as a part of and included within the property as defined in the Initial Declaration.
- 2. Except as expressly set forth herein, the terms and provisions of the Initial Declaration not inconsistent with this Supplementary Declaration shall remain in full force and effect, unmodified by the terms and provisions of this Supplementary Declaration.
- 3. This Supplementary Declaration and all rights and obligations hereunder shall be governed by and construed under the laws of the State of Maryland.
- 4. All capitalized terms used in this Supplementary Declaration shall have the same meaning as in the Initial Declaration, except as may otherwise be expressly set forth in this Supplementary Declaration.
- 5. The Initial Declaration together with all supplementary declarations thereto recorded in the Land Records subsequent to this Supplementary Declaration shall be collectively referred to as the "Declaration."
- 6. The Declarant hereby declares that the property described in **Exhibit A** attached hereto shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements; charges and liens set forth in the Initial Declaration, as noted on the plat described in **Exhibit A**. **Exhibit A** which is attached hereto is incorporated herewith as an integral part of this Supplementary Declaration.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) [MSA/CE/62:14214] B36K SM 14359,p. 0708. Printed 02/04/2010. Online 03/08/2005.

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Order Date: 01-10-2023

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WITNESS the hands and seals of the parties hereto on the date herein above first written. WITNESS/ATTEST: DECLARANT DOTTIE JENSEX, Trustee, on behalf of Kevin McDonald and Dottie Jensen, Trustees STATE OF GALIFORNIA CITY/COUNTY OF Ballinge I HEREBY CERTIFY, that on this Add day of February, 2000, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared DOTTIE JENSEN, Trustee, known to me, or satisfactorily proven to be the person whose name is subscribed to this Third Supplemental Declaration of Covenants, Conditions and Restrictions, and who acknowledged that she executed the same for the purposes contained herein. AS WITNESS my hand and Notarial Seal. My Commission Expires: 11-01-01 UNDERSIGNED HEREBY **CERTIFIES** THAT THE ABOVE INSTRUMENT HAS BEEN PREPARED BY OR UNDER THE SUPERVISION OF THE BELOW ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) [MSA 6E 82-14214] BOX SM 14359367 0709. Printed 02/04/2010, Online 03/08/2005.

Address: 105 Rangeford Dr

# Additional Property

BEING all those Lots shown and designated as Lot Nos. 405, 406, 411 and 412, as shown on those Subdivision Plats entitled "Plat 1 of 3, Area 3EA, Owings Mills New Town - The Pointe" and "Plat 3 of 3 & Resubdivision of Area 4AB & Stormwater Management Pond Number 6, Owings Mills New Town - The Pointe", located in the Second Election District of Baltimore County, Maryland, which plats are recorded among the Land Records of Baltimore County, Maryland on June 30, 1999, in Plat Book S.M. No. 71, folio 125-126.

Return To: Janice Portney 233 E. Redwood Street Baltimore, Maryland 21202

BALTIMORE COLUNTY CIRCLIST COURT (Land Records) [MSA CE 62:142:14] Book SM (4359) B: 0710, Printed 02/04/2010 Online 03/08/2005.

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CARRIAGE HOMES AT THE POINTE COMMUNITY ASSOCIATION, INC.

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FOURTH SUPPLEMENTAL DECLARATION OF COVENANTS: CONDITIONS AND RESTRICTIONS

R1k # 1858 01:53 PM

THIS FOURTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Supplemental Declaration") made this 15 day of May, 2000, by KEVIN McDONALD and DOTTIE JENSEN, TRUSTEES (individually and collectively, the "Declarant").

#### RECITALS

- 1. Whereas, Kevin McDonald and Dottie Jensen executed a certain Declaration of Covenants, Conditions and Restrictions dated September 28, 1999, and recorded among the Land · Records of Baltimore County, Maryland (the "Land Records") in Liber S.M. No. 14237, folio 511, et seq., (the "Initial Declaration") establishing Carriage Homes at the Pointe Community Association, Inc. Said covenants, conditions and restrictions constitute a general scheme of development for the Carriage Homes at the Pointe Community included in the Initial Declaration with respect to the use and occupancy thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Carriage Homes at the Pointe Community and enhancing the quality of life therein.
- 2. Whereas, the Initial Declaration provides for the annexing of additional land within the Carriage Homes at the Pointe Community Association, Inc. to bring such additional land within the scheme of the Initial Declaration and subject to all respect thereto.
- The Declarant desire to supplement the Initial Declaration to have the additional land described in Exhibit A attached hereto, subject to the Initial Declaration.
- By First Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 8, 2000, and recorded among the Land Records in Liber S.M. No. 14315, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
  - By Second Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14360, folio 001, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.

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	6.	By Thin	d Supp	lemental	Declar	ation (	of Co	ovenants,	Conditions	and R	Lestrictions	3,
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Date

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Order Date: 01+0-2023 Document not for resale

BALTIMORE 03/08/2005.

707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.

Restrictions, Declarant desires to add by annexation to the Carriage Homes at the Pointe Community the real property described in Exhibit A attached hereto (the "Additional Property"), so that the Additional Property will be subject to the Initial Declaration, become a part of and be included within the definition of the Property as defined in the Initial Declaration, and be developed as part of the Carriage Homes at the Pointe Community, provided, however, to the extent any Additional Property is encumbered by the Initial Declaration and the legal title to such Additional Property is not conveyed to a person or entity other than Declarant, Declarant may, by recordation of an amendment to the Initial Declaration among the Land Records of Baltimore County, Maryland, remove the unconveyed Additional Property from the operation and effect of the Initial Declaration. Immediately following recordation of such amendment the Additional Property which has not been conveyed shall be treated as though this Supplemental Declaration has never encumbered such Additional Property. The Additional Property is part of the annexable property described in the Initial Declaration.

### FOURTH SUPPLEMENTARY DECLARATION

- 1. Pursuant to Article III, Section 2 the Initial Declaration, Declarant hereby covenants, agrees and declares that the Additional Property is hereby annexed and made subject to the Initial Declaration, as a part of and included within the property as defined in the Initial Declaration.
- 2. Except as expressly set forth herein, the terms and provisions of the Initial Declaration not inconsistent with this Supplementary Declaration shall remain in full force and effect, unmodified by the terms and provisions of this Supplementary Declaration.
- 3. This Supplementary Declaration and all rights and obligations hereunder shall be governed by and construed under the laws of the State of Maryland.
- 4. All capitalized terms used in this Supplementary Declaration shall have the same meaning as in the Initial Declaration, except as may otherwise be expressly set forth in this Supplementary Declaration.
- 5. The Initial Declaration together with all supplementary declarations thereto recorded in the Land Records subsequent to this Supplementary Declaration shall be collectively referred to as the "Declaration."
- 6. The Declarant hereby declares that the property described in **Exhibit A** attached hereto shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Initial Declaration, as noted on the plat

BALTIMORE (37/1)2006 R239-01 COURT (Land Records) [MSA CE 62-14377] Book SM 14522, p. 0577, Printed 02/04/2010 Online

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described in **Exhibit A**. **Exhibit A** which is attached hereto is incorporated herewith as an integral part of this Supplementary Declaration.

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Signatures on next page

-3 
BALTIMORE COURT (Land Records) [MSA CE | 62 | 14377) | 80 k/SM | 14522 | 10578. Printed 02/04/2010. Online 03/08/2005.

Address: 105 Rangeford Dr Order Date: 01-10-2023

Document not for resale

written. DECLARANT WITNESS/ATTEST: DOTTIE JENSEN, Trustee, on behalf of Kevin McDonald and Dottie Jensen, Trustees STATE OF CALIFORNIA CITY/COUNTY OF Baltimere. I HEREBY CERTIFY, that on this 15 day of May, 2000, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared DOTTIE JENSEN, Trustee, known to me, or satisfactorily proven to be the person whose name is subscribed to this Fourth Supplemental Declaration of Covenants, Conditions and Restrictions, and who acknowledged that she executed the same for the purposes contained herein. AS WITNESS my hand and Notarial Seal. My Commission Expires: 11-01-01 THE ABOVE THE UNDERSIGNED HEREBY CERTIFIES THAT INSTRUMENT HAS BEEN PREPARED BY OR UNDER THE SUPERVISION OF THE BELOW ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND.

BALTIMORE CB0C0169-12339 HI COURT (Land Records) [MSA CE 62-14377] Book SM 14522, p. 0579. Printed 02/04/2010. Online

WITNESS the hands and seals of the parties hereto on the date herein above first

# Additional Property

BEING that Lot shown and designated as Lot No. 404, as shown on those Subdivision Plats entitled "Plat 1 of 3, Area 3EA, Owings Mills New Town-The Pointe" and "Plat 3 of 3 & Resubdivision of Area 4AB & Stormwater Management Pond Number 6, Owings Mills New Town - The Pointe", located in the Second Election District of Baltimore County, Maryland, which plats are recorded among the Land Records of Baltimore County, Maryland on June 30, 1999, in Plat Book S.M. No. 71, folio 125-126.

Retum To: Janice Portney 233 E. Redwood Street Baltimore, Maryland 21202

BALTIMORE CONTINUE COURT (Land Records) IMSAGE 62/14377 Book SM 14622, p. 0580. Printed 02/04/2010. Online 03/08/2005 Address: 105 Rangeford Dr

Order Date: 01-10-2023

Document not for resale



# CARRIAGE HOMES AT THE POINTE COMMUNITY ASSOCIATION, INC.

## FIFTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FIFTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Supplemental Declaration") made this <u>//</u> day of June, 2000, by KEVIN McDONALD and DOTTIE JENSEN, TRUSTEES (individually and collectively, the "Declarant").

# RECITALS

- A. Whereas, Kevin McDonald and Dottie Jensen executed a certain Declaration of Covenants, Conditions and Restrictions dated September 28, 1999, and recorded among the Land Records of Baltimore County, Maryland (the "Land Records") in Liber S.M. No. 14237, folio 511, et seq., (the "Initial Declaration") establishing Carriage Homes at the Pointe Community Association, Inc. Said covenants, conditions and restrictions constitute a general scheme of development for the Carriage Homes at the Pointe Community included in the Initial Declaration with respect to the use and occupancy thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Carriage Homes at the Pointe Community and enhancing the quality of life therein.
- B. Whereas, the Initial Declaration provides for the amexing of additional land within the Carriage Homes at the Pointe Community Association, Inc. to bring such additional land within the scheme of the Initial Declaration and subject to all respect thereto.
- C. The Declarant desire to supplement the Initial Declaration to have the additional land described in Exhibit A attached hereto, subject to the Initial Declaration.
- D. By First Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 8, 2000, and recorded among the Land Records in Liber S.M. No. 14315, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- E. By Second Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14360, folio 001, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- F. By Third Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14359, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.

BALTIMORE (DAMP221 (R)289401T COURT (Land Records) [MSA CE 67-14414] Book SM 14559, p. 0060. Printed 02/04/2010. Online 03/08/2005. 06/09/2000

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- G. By Fourth Supplemental Declaration of Covenants, Conditions and Restrictions, dated May 15, 2000, and recorded among the Land Records in Liber S.M. No. 14522, folio 576, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- H. By this Fifth Supplementary Declaration of Covenants, Conditions and Restrictions, Declarant desires to add by annexation to the Carriage Homes at the Pointe Community the real property described in <a href="Exhibit A">Exhibit A</a> attached hereto (the "Additional Property"), so that the Additional Property will be subject to the Initial Declaration, become a part of and be included within the definition of the Property as defined in the Initial Declaration, and be developed as part of the Carriage Homes at the Pointe Community, <a href="provided">provided</a>, <a href="however">however</a>, to the extent any Additional Property is encumbered by the Initial Declaration and the legal title to such Additional Property is not conveyed to a person or entity other than Declarant, Declarant may, by recordation of an amendment to the Initial Declaration among the Land Records of Baltimore County, Maryland, remove the unconveyed Additional Property from the operation and effect of the Initial Declaration. Immediately following recordation of such amendment the Additional Property which has not been conveyed shall be treated as though this Supplemental Declaration has never encumbered such Additional Property. The Additional Property is part of the annexable property described in the Initial Declaration.

# FIFTH SUPPLEMENTARY DECLARATION

- 1. Pursuant to Article III, Section 2 the Initial Declaration, Declarant hereby covenants, agrees and declares that the Additional Property is hereby annexed and made subject to the Initial Declaration, as a part of and included within the property as defined in the Initial Declaration.
- 2. Except as expressly set forth herein, the terms and provisions of the Initial Declaration not inconsistent with this Supplementary Declaration shall remain in full force and effect, unmodified by the terms and provisions of this Supplementary Declaration.
- 3. This Supplementary Declaration and all rights and obligations hereunder shall be governed by and construed under the laws of the State of Maryland.
- 4. All capitalized terms used in this Supplementary Declaration shall have the same meaning as in the Initial Declaration, except as may otherwise be expressly set forth in this Supplementary Declaration.
- 5. The Initial Declaration together with all supplementary declarations thereto recorded in the Land Records subsequent to this Supplementary Declaration shall be collectively referred to as the "Declaration."
- 6. The Declarant hereby declares that the property described in **Exhibit A** attached hereto shall be held, transferred, sold, conveyed and occupied subject to the covenants,

BALTIMORE (De 2014年) (A) BALTIMORE (De 2014年) (B) BALTIMORE (De 2014年) (D) BALTIMORE (D) BALTIMORE

restrictions, easements, charges and liens set forth in the Initial Declaration, as noted on the plat described in Exhibit A. Exhibit A which is attached hereto is incorporated herewith as an integral part of this Supplementary Declaration.

WITNESS the hands and seals of the parties hereto on the date herein above first written.

WITNESS/ATTEST:

DECLARANT

Panela Thighes

DOTTIE JENSEN, Trustee, on behalf of Kevin McDonald and Dottie Jensen, Trustees

maryland STATE OF CALIFORNIA CITY/COUNTY OF Bala

I HEREBY CERTIFY, that on this Land day of June, 2000, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared DOTTIE JENSEN, Trustee, known to me, or satisfactorily proven to be the person whose name is subscribed to this Fifth Supplemental Declaration of Covenants, Conditions and Restrictions, and who acknowledged that she executed the same for the purposes contained herein.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 11-01-01

**CERTIFIES** THE UNDERSIGNED HEREBY THAT INSTRUMENT HAS BEEN PREPARED BY OR UNDER THE SUPERVISION OF THE BELOW ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND.

BALTIMORE @00007214kB3948T COURT (Land Records) [MSA CE 62-14414] Book SM 14559/p. 0062. Printed 02/04/2010. Online Address: 105 Rangeford Dr. . . 03/08/2005 06/09/2000

# **Additional Property**

BEING that Lot shown and designated as Lots No. 419 and 420, as shown on those Subdivision Plats entitled "Plat 1 of 3, Area 3EA, Owings Mills New Town - 'The Pointe'" and "Plat 3 of 3 & Resubdivision of Area 4AB & Stormwater Management Pond Number 6, Owings Mills New Town - The Pointe", located in the Second Election District of Baltimore County, Maryland, which plats are recorded among the Land Records of Baltimore County, Maryland on June 30, 1999, in Plat Book S.M. No. 71, folio 125-126.

Return To: Janice Portney 233 E. Redwood Street Baltimore, Maryland 21202

BALTIMORE COSCOS (COURT (Land Records) IMSA CE 62-144 (4) நீல் SM (1659) ந் 0063. Printed 02/04/2010. Online 03/08/2005. 06/09/2000

Address: 105 Rangeford Dr

Sta □ Belti	ate of Maryland Land more City   Cou	d Instrument Intake (	Sheet	rk Recor		
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with the priority cited in						
Real Property Article						
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	Address: 7250 PMR	EZUNY DR #52	· 2	]		
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	S Assessment Use Chly - Do Not Write Below I his Line  Tran, Process Verification  Terminal Yentication Agricultural Verification Whole Pari Tran, Process Verification					
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# CARRIAGE HOMES AT THE POINT E COMMUNITY ASSOCIATION, INC.

## SIXTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SIXTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Supplemental Declaration") made this <u>78</u> day of August, 2000, by KEVIN McDONALD and DOTTIE JENSEN, TRUSTEES (individually and collectively, the "Declarant").

# RECITALS

INP FD SIRE \$ 2.00
RECORDING FEE 20.00
TOTAL 22.00
Res# BAB1 Rcpt \$ 70236

- A. Whereas, Kevin McDonald and Dottie Jensen executed a certain Declaration of Covenants, Conditions and Restrictions dated September 28, 1999, and recorded among the Land Records of Baltimore County, Maryland (the "Land Records") in Liber S.M. No. 14237, folio 511, et seq., (the "Initial Declaration") establishing Carriage Homes at the Pointe Community Association, Inc. Said covenants, conditions and restrictions constitute a general scheme of development for the Carriage Homes at the Pointe Community included in the Initial Declaration with respect to the use and occupancy thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Carriage Homes at the Pointe Community and enhancing the quality of life therein.
- B. Whereas, the Initial Declaration provides for the annexing of additional land within the Carriage Homes at the Pointe Community Association, Inc. to bring such additional land within the scheme of the Initial Declaration and subject to all respect thereto.
- C. The Declarant desire to supplement the Initial Declaration to have the additional land described in <u>Exhibit A</u> attached hereto, subject to the Initial Declaration.
- D. By First Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 8, 2000, and recorded among the Land Records in Liber S.M. No. 14315, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- E. By Second Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14360, folio 001, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- F. By Third Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14359, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.

  THANSFER TAX NOT REQUIRED

Director of Budget and Finance BALTIMORE COUNTY MARYLAND

SALTIMORE COLDS 23/2000 OT COURT (Land Records) [MSA CE 62-14564] Book SM 14706 UP 2506 A 101/25/2000 OT COURT (Land Records) [MSA CE 62-14564] Book SM 14706 UP 2506 A 101/25/2000 OT COURT (Land Records) [MSA CE 62-14564] Book SM 14706 UP 2506 A 101/25/2000 OT COURT (Land Records) [MSA CE 62-14564] Book SM 14706 UP 2506 A 101/25/2000 OT COURT (Land Records) [MSA CE 62-14564] Book SM 14706 UP 2506 A 101/25/2000 OT COURT (Land Records) [MSA CE 62-14564] Book SM 14706 UP 2506 A 101/25/2000 OT COURT (Land Records) [MSA CE 62-14564] Book SM 14706 UP 2506 A 101/25/2000 OT COURT (Land Records) [MSA CE 62-14564] Book SM 14706 UP 2506 A 101/25/2000 OT COURT (Land Records) [MSA CE 62-14564] Book SM 14706 UP 2506 A 101/25/2000 OT COURT (Land Records) [MSA CE 62-14564] Book SM 14706 UP 2506 A 101/25/2000 OT COURT (Land Records) [MSA CE 62-14564] Book SM 14706 UP 2506 A 101/25/2000 OT COURT (Land Records) [MSA CE 62-14564] Book SM 14706 UP 2506 A 101/25/2000 OT COURT (Land Records) [MSA CE 62-14564] Book SM 14706 UP 2506 A 101/25/2000 OT COURT (Land Records) [MSA CE 62-14564] Book SM 14706 UP 2506 A 101/25/2000 OT COURT (Land Records) [MSA CE 62-14564] Book SM 14706 UP 2506 A 101/25/2000 OT COURT (Land Records) [MSA CE 62-14564] Book SM 14706 UP 2506 A 101/25/2000 OT COURT (Land Records) [MSA CE 62-14564] Book SM 14706 UP 2506 A 101/25/2000 OT COURT (Land Records) [MSA CE 62-14564] Book SM 14706 UP 2506 A 101/25/2000 OT COURT (Land Records) [MSA CE 62-14564] Book SM 14706 UP 2506 A 101/25/2000 OT COURT (Land Records) [MSA CE 62-14564] Book SM 14706 UP 2506 A 101/25/2000 OT COURT (Land Records) [MSA CE 62-14564] Book SM 14706 UP 2506 A 101/25/2000 OT COURT (Land Records) [MSA CE 62-14564] Book SM 14706 UP 2506 A 101/25/2000 OT COURT (Land Records) [MSA CE 62-14564] Book SM 14706 UP 2506 A 101/25/2000 OT COURT (Land Records) [MSA CE 62-14564] Book SM 14706 UP 2506 A 101/25/2000 OT COURT (Land Records) [MSA CE 62-14564] Book SM 14706 UP 2506 A 101/25/2000 OT COURT (Land Records) [MSA CE 62-14564] Book SM 14706 UP 2506 A 101/25

ddress: 105 Rangaford Di9/19/00 Sec 33-13

- By Fourth Supplemental Declaration of Covenants, Conditions and Restrictions, dated May 15, 2000, and recorded among the Land Records in Liber S.M. No. 14522, folio 576, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Fifth Supplemental Declaration of Covenants, Conditions and Restrictions, dated H. June 16, 2000, and recorded among the Land Records in Liber S.M. No. 14559, folio 60, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By this Sixth Supplementary Declaration of Covenants, Conditions and Restrictions, I. Declarant desires to add by annexation to the Carriage Homes at the Pointe Community the real property described in Exhibit A attached hereto (the "Additional Property"), so that the Additional Property will be subject to the Initial Declaration, become a part of and be included within the definition of the Property as defined in the Initial Declaration, and be developed as part of the Carriage Homes at the Pointe Community, provided, however, to the extent any Additional Property is encumbered by the Initial Declaration and the legal title to such Additional Property is not conveyed to a person or entity other than Declarant, Declarant may, by recordation of an amendment to the Initial Declaration among the Land Records of Baltimore County, Maryland, remove the unconveyed Additional Property from the operation and effect of the Initial Declaration. Immediately following recordation of such amendment the Additional Property which has not been conveyed shall be treated as though this Supplemental Declaration has never encumbered such Additional Property. The Additional Property is part of the annexable property described in the Initial Declaration.

#### SIXTH SUPPLEMENTARY DECLARATION

- Pursuant to Article III, Section 2 the Initial Declaration, Declarant hereby covenants, agrees and declares that the Additional Property is hereby annexed and made subject to the Initial Declaration, as a part of and included within the property as defined in the Initial Declaration.
- Except as expressly set forth herein, the terms and provisions of the Initial Declaration not inconsistent with this Supplementary Declaration shall remain in full force and effect, unmodified by the terms and provisions of this Supplementary Declaration.
- This Supplementary Declaration and all rights and obligations hereunder shall be governed by and construed under the laws of the State of Maryland.
- All capitalized terms used in this Supplementary Declaration shall have the same meaning as in the Initial Declaration, except as may otherwise be expressly set forth in this Supplementary Declaration.

BALTIMORE CO**lb@C032IRR239-6**)OURT (Land Records) [MSA GE 62-14561] Book SM 14706, p, 0207. Printed 02/04/2010. Online 03/08/2005.

- 5. The Initial Declaration together with all supplementary declarations thereto recorded in the Land Records subsequent to this Supplementary Declaration shall be collectively referred to as the "Declaration."
- 6. The Declarant hereby declares that the property described in **Exhibit A** attached hereto shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Initial Declaration, as noted on the plat described in **Exhibit A**. **Exhibit A** which is attached hereto is incorporated herewith as an integral part of this Supplementary Declaration.

WITNESS the hands and seals of the parties hereto on the date herein above first written.

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AATTI	メエンりつい	$\mathbf{A}$		EOL	

DECLARANT

Vada Rasic

DOTTIE JENSEN, Trustee, on behalf of Kevin McDonald and Dottie Jensen, Trustees

STATE OF CALIFORNIA CITY/COUNTY OF Baltarine

I HEREBY CERTIFY, that on this 25 day of June, 2000, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared DOTTIE JENSEN, Trustee, known to me, or satisfactorily proven to be the person whose name is subscribed to this Sixth Supplemental Declaration of Covenants, Conditions and Restrictions, and who acknowledged that she executed the same for the purposes contained herein.

AS WITNESS my hand and Notarial Seal.

Notary Public

\_(SEAL

My Commission Expires: //-0/- 0/

THE UNDERSIGNED HEREBY CERTIFIES THAT THE ABOVE INSTRUMENT HAS BEEN PREPARED BY OR UNDER THE SUPERVISION OF THE BELOW ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND.

Neil J. Schechte

-3-

BALTIMORE COL<mark>08/23/2006</mark> UIT COURT. (Land Records) [MSA/GE[62-14561] Fook SM (4706) pt 0208. Printed 02/04/2010. Online 03/08/2005.

Address: 105 Rangeford Dr

### Additional Property

BEING that Lot shown and designated as Lots No. 413 and 414, as shown on those Subdivision Plats entitled "Plat 1 of 3, Area 3EA, Owings Mills New Town - "The Pointe" and "Plat 3 of 3 & Resubdivision of Area 4AB & Stormwater Management Pond Number 6, Owings Mills New Town - The Pointe", located in the Second Election District of Baltimore County, Maryland, which plats are recorded among the Land Records of Baltimore County, Maryland on June 30, 1999, in Plat Book S.M. No. 71, folio 125-126.

Return To:
Janice Portney
233 E. Redwood Street
Baltimore, Maryland 21202

.4 -

BALTIMORE COURT (Land Records) [MSA CE 62-14561] Book SM 14706, p. 0209. Printed 02/04/2010. Online 03/08/2005.

Address: 105 Rangeford Da

RYLAND TITLE COMPANY
7250 PARKWAY DRIVE #540
HANOVER, MD 21076

# CARRIAGE HOMES AT THE POINTE COMMUNITY ASSOCIATION, INC.

# SEVENTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SEVENTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Supplemental Declaration") made this <u>28</u> day of September, 2000, by KEVIN McDONALD and DOTTIE JENSEN, TRUSTEES (individually and collectively, the "Declarant").

#### RECITALS

- A. Whereas, Kevin McDonald and Dottie Jensen executed a certain Declaration of Covenants, Conditions and Restrictions dated September 28, 1999, and recorded among the Land Records of Baltimore County, Maryland (the "Land Records") in Liber S.M. No. 14237, folio 511, et seq., (the "Initial Declaration") establishing Carriage Homes at the Pointe Community Association, Inc. Said covenants, conditions and restrictions constitute a general scheme of development for the Carriage Homes at the Pointe Community included in the Initial Declaration with respect to the use and occupancy thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Carriage Homes at the Pointe Community and enhancing the quality of life therein.
- B. Whereas, the Initial Declaration provides for the annexing of additional land within the Carriage Homes at the Pointe Community Association, Inc. to bring such additional land within the scheme of the Initial Declaration and subject to all respect thereto.
- C. The Declarant desire to supplement the Initial Declaration to have the additional land described in Exhibit A attached hereto, subject to the Initial Declaration.
- D. By First Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 8, 2000, and recorded among the Land Records in Liber S.M. No. 14315, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- E. By Second Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14360, folio 001, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- F. By Third Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14359, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.

Order: KMXBLC497

Document not for resale

- G. By Fourth Supplemental Declaration of Covenants, Conditions and Restrictions, dated May 15, 2000, and recorded among the Land Records in Liber S.M. No. 14522, folio 576, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- H. By Fifth Supplemental Declaration of Covenants, Conditions and Restrictions, dated June 16, 2000, and recorded among the Land Records in Liber S.M. No. 14559, folio 60, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- I. By Sixth Supplemental Declaration of Covenants, Conditions and Restrictions, dated August 28, 2000, and recorded among the Land Records in Liber S.M. No. 14706, folio 206, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- Restrictions, Declarant desires to add by annexation to the Carriage Homes at the Pointe Community the real property described in Exhibit A attached hereto (the "Additional Property"), so that the Additional Property will be subject to the Initial Declaration, become a part of and be included within the definition of the Property as defined in the Initial Declaration, and be developed as part of the Carriage Homes at the Pointe Community, provided, however, to the extent any Additional Property is encumbered by the Initial Declaration and the legal title to such Additional Property is not conveyed to a person or entity other than Declarant, Declarant may, by recordation of an amendment to the Initial Declaration among the Land Records of Baltimore County, Maryland, remove the unconveyed Additional Property from the operation and effect of the Initial Declaration. Immediately following recordation of such amendment the Additional Property which has not been conveyed shall be treated as though this Supplemental Declaration has never encumbered such Additional Property. The Additional Property is part of the annexable property described in the Initial Declaration.

#### SEVENTH SUPPLEMENTARY DECLARATION

- 1. Pursuant to Article III, Section 2 the Initial Declaration, Declarant hereby covenants, agrees and declares that the Additional Property is hereby annexed and made subject to the Initial Declaration, as a part of and included within the property as defined in the Initial Declaration.
- 2. Except as expressly set forth herein, the terms and provisions of the Initial Declaration not inconsistent with this Supplementary Declaration shall remain in full force and effect, unmodified by the terms and provisions of this Supplementary Declaration.
- 3. This Supplementary Declaration and all rights and obligations hereunder shall be governed by and construed under the laws of the State of Maryland.

BALTIMORE COHNTY (REGUNT (Land Records) [MSA CE 62:14654] Book SM (4799) 6. 0296. Printed 02/04/2010. Online 03/08/2005. Address: 105 [Canacitant Dr

Order Date: 01-10-2020

HomeWiseDoca -

- 4. All capitalized terms used in this Supplementary Declaration shall have the same meaning as in the Initial Declaration, except as may otherwise be expressly set forth in this Supplementary Declaration.
- 5. The Initial Declaration together with all supplementary declarations thereto recorded in the Land Records subsequent to this Supplementary Declaration shall be collectively referred to as the "Declaration."
- 6. The Declarant hereby declares that the property described in **Exhibit A** attached hereto shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Initial Declaration, as noted on the plat described in **Exhibit A**. **Exhibit A** which is attached hereto is incorporated herewith as an integral part of this Supplementary Declaration.

WITNESS the hands and seals of the parties hereto on the date herein above first written.

WITNESS/ATTEST:	DECLARANT
Vada Ranz	Delle Jensen (SEAL)
	DOTTIE JENSEN, Trustee, on behalf of
	Kevin McDonald and Dottie Jensen, Trustees
Maryland	
STATE OF CALIFORNIA CITY/COUNTY OF Setumore	

I HEREBY CERTIFY, that on this **28** day of September, 2000, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared **DOTTIE JENSEN**, Trustee, known to me, or satisfactorily proven to be the person whose name is subscribed to this Seventh Supplemental Declaration of Covenants, Conditions and Restrictions, and who acknowledged that she executed the same for the purposes contained herein.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: 11-01-01

THE UNDERSIGNED HEREBY CERTIFIES THAT THE ABOVE INSTRUMENT HAS BEEN PREPARED BY OR UNDER THE SUPERVISION OF THE BELOW ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND.

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS

ASSA COUNTY SOLICITOR DAKE

Neil J. Schechte

BALTIMORE COBUCTISCUE (Land Records) [MSA CE 62 14654] Book SM 14799,7 0297. Printed 02/04/2010. Online 03/08/2005. 09/21/2000 Address: 105 Rangeford Dr

### Additional Property

BEING that Lot shown and designated as Lot No. 435, as shown on the Subdivision Plat entitled "Plat 2 of 3, Area 3EA, Owings Mills New Town - 'The Pointe'", located in the Second Election District of Baltimore County, Maryland, which plat is recorded among the Land Records of Baltimore County, Maryland on May 17, 2000, in Plat Book S.M. No. 72, folio 110.

Return To:
Janice Portney
233 E. Redwood Street
Baltimore, Maryland 21202

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BALTIMORE CCD0QQ364R288-0COURT (Land Records) [MSA DE 62-14654] Bock SM 14799, p. 0298, Printed C2/04/2010, Online 03/08/2005.

# CARRIAGE HOMES AT'THE POINTE COMMUNITY ASSOCIATION, INC.

RYLAND TITLE COMPANY 7250 PARKWAY DRIVE #540 HANOVER, MD 21076

# EIGHTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS EIGHTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Supplemental Declaration") made this 16 day of October, 2000, by KEVIN McDONALD and DOTTIE JENSEN, TRUSTEES (individually and collectively, the "Declarant").

### RECITALS

- Whereas, Kevin McDonald and Dottie Jensen executed a certain Declaration of Covenants, Conditions and Restrictions dated September 28, 1999, and recorded among the Land Records of Baltimore County, Maryland (the "Land Records") in Liber S.M. No. 14237, folio 511, et seq., (the "Initial Declaration") establishing Carriage Homes at the Pointe Community Association, Inc. Said covenants, conditions and restrictions constitute a general scheme of development for the Carriage Homes at the Pointe Community included in the Initial Declaration with respect to the use and occupancy thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Carriage Homes at the Pointe Community and enhancing the quality of life therein.
- Whereas, the Initial Declaration provides for the annexing of additional land within the Carriage Homes at the Pointe Community Association, Inc. to bring such additional land within the scheme of the Initial Declaration and subject to all respect thereto.
- The Declarant desire to supplement the Initial Declaration to have the additional C. land described in Exhibit A attached hereto, subject to the Initial Declaration.
- By First Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 8, 2000, and recorded among the Land Records in Liber S.M. No. 14315, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Second Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14360, folio 001, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Third Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14359, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.

BAL'TIMORE CODOCTO390923970COURT (Land Records) [MŚA ČĒ 62-14654] Book ŚM 14799/s. 0300. Printed 02/04/2010 Online Address: 105 Rangeford Ur

Order Date: 01-10-2023

HomeWiseDrocs

- G. By Fourth Supplemental Declaration of Covenants, Conditions and Restrictions, dated May 15, 2000, and recorded among the Land Records in Liber S.M. No. 14522, folio 576, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- H. By Fifth Supplemental Declaration of Covenants, Conditions and Restrictions, dated June 16, 2000, and recorded among the Land Records in Liber S.M. No. 14559, folio 60, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Sixth Supplemental Declaration of Covenants, Conditions and Restrictions, dated August 28, 2000, and recorded among the Land Records in Liber S.M. No. 14706, folio 206, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Seventh Supplemental Declaration of Covenants, Conditions and Restrictions, dated September 28, 2000, and recorded among the Land Records in Billet Style & Karlon Control of the Land Records in Billet & Records in Bill & Records in Billet & Records in Billet & Records in Billet & R KKI, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration. \* Just Prior hereto.
- K. By this Eighth Supplementary Declaration of Covenants, Conditions and Restrictions, Declarant desires to add by annexation to the Carriage Homes at the Pointe Community the real property described in Exhibit A attached hereto (the "Additional Property"), so that the Additional Property will be subject to the Initial Declaration, become a part of and be included within the definition of the Property as defined in the Initial Declaration, and be developed as part of the Carriage Homes at the Pointe Community, provided, however, to the extent any Additional Property is encumbered by the Initial Declaration and the legal title to such Additional Property is not conveyed to a person or entity other than Declarant, Declarant may, by recordation of an amendment to the Initial Declaration among the Land Records of Baltimore County, Maryland, remove the unconveyed Additional Property from the operation and effect of the Initial Declaration. Immediately following recordation of such amendment the Additional Property which has not been conveyed shall be treated as though this Supplemental Declaration has never encumbered such Additional Property. The Additional Property is part of the annexable property described in the Initial Declaration.

# EIGHTH SUPPLEMENTARY DECLARATION

- Pursuant to Article III, Section 2 the Initial Declaration, Declarant hereby covenants, agrees and declares that the Additional Property is hereby annexed and made subject to the Initial Declaration, as a part of and included within the property as defined in the Initial Declaration.
- Except as expressly set forth herein, the terms and provisions of the Initial Declaration not inconsistent with this Supplementary Declaration shall remain in full force and effect, unmodified by the terms and provisions of this Supplementary Declaration.

BALTIMORE CCobo (7035) இது நெடுப்படு (Land Records) [MSA) ÇE (62714654) நீற்கு இந்த (0301. Printed 02/04/2010 Online 03/08/2005. <u> Address: 105 Rangeford Dr</u>

- This Supplementary Declaration and all rights and obligations hereunder shall be governed by and construed under the laws of the State of Maryland.
- All capitalized terms used in this Supplementary Declaration shall have the same meaning as in the Initial Declaration, except as may otherwise be expressly set forth in this Supplementary Declaration.
- The Initial Declaration together with all supplementary declarations thereto recorded in the Land Records subsequent to this Supplementary Declaration shall be collectively referred to as the "Declaration."
- The Declarant hereby declares that the property described in Exhibit A 6. attached hereto shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Initial Declaration, as noted on the plat described in Exhibit A. Exhibit A which is attached hereto is incorporated herewith as an integral part of this Supplementary Declaration.

WITNESS the hands and seals of the parties hereto on the date herein above first written.

WITNESS/ATTEST:

DECLARANT

Kevin McDonald and Dottie Jensen, Trustees

STATE OF CALIFORNIA Maryland CITY/COUNTY OF Baltinore

I HEREBY CERTIFY, that on this 16th day of October, 2000, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared DOTTIE JENSEN, Trustee, known to me, or satisfactorily proven to be the person whose name is subscribed to this Eighth Supplemental Declaration of Covenants, Conditions and Restrictions, and who acknowledged that she executed the same for the purposes contained herein.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: //- 01-

BALTIMORE COSOTO SOLD STATE (Land Records) [MSA CE: 62-14654] Book SM 14799. p. 0302. Printed 02/04/2010. Online 03/08/2005.

HumeWiseDoca

THE UNDERSIGNED HEREBY CERTIFIES THAT THE ABOVE INSTRUMENT HAS BEEN PREPARED BY OR UNDER THE SUPERVISION OF THE BELOW ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND.

Neil J. Schechter

REVIEWED FOR BALTIMORE COUNTY
REQUIREMENTS

ASST COUNTY SOLICITOR AVERY

5ALTIMORE CODE 03/08/2010 OURT (Land Records) [MSA CE 62/14/664] Book SM 14/99 pt 03/03. Printed 02/04/2010 Online 03/08/2005. 10/5/00

Address: 105 Rangeford Dr

# Additional Property

BEING that Lot shown and designated as Lot No. 417 and 418, as shown on those Subdivision Plats entitled "Plat 1 of 3, Area 3EA, Owings Mills New Town - 'The Pointe'" and "Plat 3 of 3 & Resubdivision of Area 4AB & Stormwater Management Pond Number 6, Owings Mills New Town - The Pointe", located in the Second Election District of Baltimore County, Maryland, which plats are recorded among the Land Records of Baltimore County, Maryland on June 30, 1999, in Plat Book S.M. No. 71, folio 125-126.

Return To:
Janice Portney
233 E. Redwood Street
Baltimore, Maryland 21202

BALTHMORE GODOTO SOURT (Land Records) [MSA CE 62-14654] Book SM 14799 p. 0304 Printed 02/04/2010. Online 03/08/2005. 10/5/00

Order Date: 01-10-2023

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# CARRIAGE HOMES AT THE POINTE COMMUNITY ASSOCIATION, INC.

#### NINTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS NINTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Supplemental Declaration") made this 18 day of October, 2000, by KEVIN McDONALD and DOTTIE JENSEN, TRUSTEES (individually and collectively, the "Declarant").

#### RECITALS

- A. Whereas, Kevin McDonald and Dottie Jensen executed a certain Declaration of Covenants, Conditions and Restrictions dated September 28, 1999, and recorded among the Land Records of Baltimore County, Maryland (the "Land Records") in Liber S.M. No. 14237, folio 511, et seq., (the "Initial Declaration") establishing Carriage Homes at the Pointe Community Association, Inc. Said covenants, conditions and restrictions constitute a general scheme of development for the Carriage Homes at the Pointe Community included in the Initial Declaration with respect to the use and occupancy thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Carriage Homes at the Pointe Community and enhancing the quality of life therein.
- B. Whereas, the Initial Declaration provides for the armexing of additional land within the Carriage Homes at the Pointe Community Association, Inc. to bring such additional land within the scheme of the Initial Declaration and subject to all respect thereto.
- C. The Declarant desire to supplement the Initial Declaration to have the additional land described in Exhibit A attached hereto, subject to the Initial Declaration.
- D. By First Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 8, 2000, and recorded among the Land Records in Liber S.M. No. 14315, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- E. By Second Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14360, folio 001, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- F. By Third Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14359, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.

BALTIMORE COLINTY CIRCLITT COURT (Land Records) [MSA CE 62/14728] Book SM 14873; 7. 0451, Printed 02/04/2010. Online 03/08/2005.

Order Date: 01-10-2023 Document not for resale

HomeWiseDons

- S. C. BANGE
  - G. By Fourth Supplemental Declaration of Covenants, Conditions and Restrictions, dated May 15, 2000, and recorded among the Land Records in Liber S.M. No. 14522, folio 576, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
  - H. By Fifth Supplemental Declaration of Covenants, Conditions and Restrictions, dated June 16, 2000, and recorded among the Land Records in Liber S.M. No. 14559, folio 60, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
  - I. By Sixth Supplemental Declaration of Covenants, Conditions and Restrictions, dated August 28, 2000, and recorded among the Land Records in Liber S.M. No. 14706, folio 206, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
  - J. By Seventh Supplemental Declaration of Covenants, Conditions and Restrictions, dated September 28, 2000, and recorded among the Land Records in Liber S.M. No. 1479, folio 275, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
    - K. By Eighth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 16, 2000, and recorded among the Land Records in Liber S.M. No. 1979, folio 300 Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
    - L. By this Ninth Supplementary Declaration of Covenants, Conditions and Restrictions, Declarant desires to add by annexation to the Carriage Homes at the Pointe Community the real property described in Exhibit A attached hereto (the "Additional Property"), so that the Additional Property will be subject to the Initial Declaration, become a part of and be included within the definition of the Property as defined in the Initial Declaration, and be developed as part of the Carriage Homes at the Pointe Community, provided, however, to the extent any Additional Property is encumbered by the Initial Declaration and the legal title to such Additional Property is not conveyed to a person or entity other than Declarant, Declarant may, by recordation of an amendment to the Initial Declaration among the Land Records of Baltimore County, Maryland, remove the unconveyed Additional Property from the operation and effect of the Initial Declaration. Immediately following recordation of such amendment the Additional Property which has not been conveyed shall be treated as though this Supplemental Declaration has never encumbered such Additional Property. The Additional Property is part of the annexable property described in the Initial Declaration.

### NINTH SUPPLEMENTARY DECLARATION

- 1. Pursuant to Article III, Section 2 the Initial Declaration, Declarant hereby covenants, agrees and declares that the Additional Property is hereby annexed and made subject to the Initial Declaration, as a part of and included within the property as defined in the Initial Declaration.
- 2. Except as expressly set forth herein, the terms and provisions of the Initial Declaration not inconsistent with this Supplementary Declaration shall remain in full force and effect, unmodified by the terms and provisions of this Supplementary Declaration.
- 3. This Supplementary Declaration and all rights and obligations hereunder shall be governed by and construed under the laws of the State of Maryland.
- 4. All capitalized terms used in this Supplementary Declaration shall have the same meaning as in the Initial Declaration, except as may otherwise be expressly set forth in this Supplementary Declaration.
- 5. The Initial Declaration together with all supplementary declarations thereto recorded in the Land Records subsequent to this Supplementary Declaration shall be collectively referred to as the "Declaration."
- 6. The Declarant hereby declares that the property described in **Exhibit A** attached hereto shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Initial Declaration, as noted on the plat described in **Exhibit A**. **Exhibit A** which is attached hereto is incorporated herewith as an integral part of this Supplementary Declaration.

WITNESS the hands and seals of the parties hereto on the date herein above first written.

WITNESS/ATTEST:

Vada Ranz

DECLARANT

Detter Jensen

DOTTIE JENSEN, Trustee, on behalf of Kevin McDonald and Dottie Jensen, Trustees

STATE OF CALIFORNIA
CITY/COUNTY OF Saltimore

I HEREBY CERTIFY, that on this Brand aforesaid, personally appeared DOTTIE subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared DOTTIE JENSEN, Trustee, known to me, or satisfactorily proven to be the person whose name is subscribed to this Ninth Supplemental Declaration of Covenants, Conditions and Restrictions, and who acknowledged that she executed the same for the purposes contained herein.

BALTIMORE COLINE (1976) FOR (Land Records) [MSA CE 62 14728] Book SM 14873; p. 0453. Printed 02/04/2010. Online 03/08/2005.

Order Date: 01-10-2023

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AS WITNESS my hand and Notarial Seal.

My Commission Expires: 11-09-0/

THE UNDERSIGNED HEREBY CERTIFIES THE THAT INSTRUMENT HAS BEEN PREPARED BY OR UNDER THE SUPERVISION OF THE BELOW ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND.

BALTIMORE COUNTY CIRCUIT (Cand Records) [MSA 06 52 14728] Book SM 14873 P. 0454, Printed 02/04/2010. Online 03/08/2005. Address: 105 Rangeford Dr 10/12/00

Order Date: 01-10-2023 Document not for resale

#### **EXHIBIT A**

### Additional Property

BEING that Lot shown and designated as Lot Nos. 453 and 454, as shown on the Subdivision Plat entitled "Plat 2 of 3, Area 3EA, Owings Mills New Town - 'The Pointe", located in the Second Election District of Baltimore County, Maryland, which plat is recorded among the Land Records of Baltimore County, Maryland on May 17, 2000, in Plat Book S.M. No. 72, folio 110.

Return To: Janice Portney 233 E. Redwood Street Baltimore, Maryland 21202

BAL FIMORE COUNTY (Land Records) [MSA CE 62-14728] Book SM 14873, p. 0455. Printed 02/04/2010 Online 03/08/2005. 10/12/00

Document not <u>for resale</u>

PARTICIPATIONS

Declaration 0014873 46 State of Maryland Land Instrument Intake Sheet
Baltimore City A County: La + marce
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) ☐ Baltimore City INP FO SURE \$ ( Check Box if Addendum Intake Form is Attached.) Type(s) Other Declaration Other of Instruments Deed Mortgage TOTAL Deed of Trust Lease 2 Conveyance Type Improved Sale Unimproved Sale STE IM 19, 2000 Multiple Accounts Not an Arms-Blk # 2357 Check Box Arms-Length [1] Arms-Length [2] Arms-Length [3] Length Sale [9] 图:49 pm Tax Exemptions Recordation (if Applicable) Cite or Explain Authori State Transfer County Transfer 4 Consideration Amount Finance Office Use Only Purchase Price/Consideration | \$ Transfer and Recordation Tax Consideration Consideration Any New Mortgage Transfer Tax Consideration \$ and Tax Balance of Existing Mortgage )% Calculations Other: Less Exemption Amount Total Transfer Tax = \$ Other: Recordation Tax Consideration \$ ) per \$500 = Full Cash Value TOTAL DUB \$ 5 Amount of Fees Doc. 1 Doc. 2 Agenta Recording Charge 20.*0*0 Surcharge Tax Bill: 15 \$ 5.00 State Recordation Tax \$ \$ State Transfer Tax C.B. Credit: County Transfer Tax 18 S Dther \$ \$ Ag. Tax/Other: Other District Property Tax ID No. (1) Granter Liber/Folio Мар Parcel No. Var. LOG 6 □ (5) escription of Subdivision Name Lot (3a) Block (3b) Sect/AR(3c) Plat Ref. SqFt/Acrenge (4) Property. CAFRING & HOMES UTTHE POINTS SDAT requires Location/Address of Property Being Conveyed (2) submission of all applicable information. A maximum of 40 Other Property Identifiers (if applicable) Water Meter Account No. characters will be indexed in accordance Residential 🗌 or Non-Residential 🔲 💮 Fee Simple 🔲 or Grount Rent 🛄 with the priority cited in Partial Conveyance? Yes No | Description/Amt. of SqFt/Acreage Transferred: Real Property Article Section 3-104(g)(3)(i). If Partial Conveyance, List Improvements Conveyed: Doc. 1 - Grantor(s) Name(s) Doc. 2 - Grantor(s) Name(s) 7. Transferred From Doc. 1 - Owner(s) of Record, if Different from Grantor(s) Doc. 2 - Owner(s) of Record, if Different from Grantor(s) Doc. 2 - Grantee(s) Name(s) Doc. 1 - Grantee(s) Name(s) 8 Transferred Tα New Owner's (Grantee) Mailing Address Doc. 1 -'Additional Names to be Indexed (Optional) Doc. 2 - Additional Names to be Indexed (Optional) Other Names to Be Indexed 10 Instrument Submitted By or Contact Person Return to Contact Person Contact/Mall Name: Jeanne Lewis Information Hold for Pickup Firm: Address: RYLAND THE COMPANY Phone: (40) 7/2-0//2 Return Address Provided

11 IMPART FARWAY PROPERTY PROPERTY BEING CONVEYED BY BEING CONVEYED BY BUTTON BY BEING CONVEYED BY BUTTON BY BU RYLAND TITLE COMPANY Assessment Yes No Does transfer include personal property? If yes, identify:. Information No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required). Assessment Use Only - Do Not Write Below This Line Agricultural Verilloation
Date Received: Terminal Verification Transfer Number: Whole Tran. Process Verification Assigned Property No.: Deed Reference: Geo. Zanina Map Sub Block Grid Land Plat Section Lot Bulldings Use Town Cd Parcel Dác, Cd, Total REMARKS: <del>ddiess: 195 Ranuefurd D</del> CIRCUIT COURT (Land Records LIMSA GE 62-14726) Book SM 14873; p-0456. Edined 02/04/2010. Online.

Obstribution: White-Clerk's Office UCL, JACC, UL-1U-ZUZ, Genery-SDAT 03/18/2009 

# CARRIAGE HOMES AT THE POINTE COMMUNITY ASSOCIATION, INC.

# TENTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS TENTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Supplemental Declaration") made this 21 day of October, 2000, by KEVIN McDONALD and DOTTIE JENSEN, TRUSTEES (individually and collectively, the "Declarant").

#### RECITALS

- A. Whereas, Kevin McDonald and Dottie Jensen executed a certain Declaration of Covenants, Conditions and Restrictions dated September 28, 1999, and recorded among the Land Records of Baltimore County, Maryland (the "Land Records") in Liber S.M. No. 14237, folio 511, et seq., (the "Initial Declaration") establishing Carriage Homes at the Pointe Community Association, Inc. Said covenants, conditions and restrictions constitute a general scheme of development for the Carriage Homes at the Pointe Community included in the Initial Declaration with respect to the use and occupancy thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Carriage Homes at the Pointe Community and enhancing the quality of life therein.
- B. Whereas, the Initial Declaration provides for the annexing of additional land within the Carriage Homes at the Pointe Community Association, Inc. to bring such additional land within the scheme of the Initial Declaration and subject to all respect thereto.
- C. The Declarant desire to supplement the Initial Declaration to have the additional land described in Exhibit A attached hereto, subject to the Initial Declaration.
- D. By First Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 8, 2000, and recorded among the Land Records in Liber S.M. No. 14315, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- E. By Second Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14360, folio 001, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- F. By Third Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14359, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.

-Orden KMXBL0497

BALTIMORE CO**ந்6ு புதல்ச் ஏ**ÓURT (Land Records) [MSA CE 62-14672] Book SM 14817, p. 0182. Printed 02/04/2010. Online நடிகள்ளை 10/19/00

Decement not for recale

- G. By Fourth Supplemental Declaration of Covenants, Conditions and Restrictions, dated May 15, 2000, and recorded among the Land Records in Liber S.M. No. 14522, folio 576, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- H. By Fifth Supplemental Declaration of Covenants, Conditions and Restrictions, dated June 16, 2000, and recorded among the Land Records in Liber S.M. No. 14559, folio 60, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- I. By Sixth Supplemental Declaration of Covenants, Conditions and Restrictions, dated August 28, 2000, and recorded among the Land Records in Liber S.M. No. 14706, folio 206, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- J. By Seventh Supplemental Declaration of Covenants, Conditions and Restrictions, dated September 28, 2000, and recorded among the Land Records in Liber S.M. No. \_\_\_\_\_, folio \_\_\_\_\_, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- K. By Eighth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 16, 2000, and recorded among the Land Records in Liber S.M. No. \_\_\_\_\_, folio \_\_\_\_, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- L. By Ninth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 18, 2000, and recorded among the Land Records in Liber S.M. No. \_\_\_\_\_, folio \_\_\_\_, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- M. By this Tenth Supplementary Declaration of Covenants, Conditions and Restrictions, Declarant desires to add by annexation to the Carriage Homes at the Pointe Community the real property described in <a href="Exhibit A">Exhibit A</a> attached hereto (the "Additional Property"), so that the Additional Property will be subject to the Initial Declaration, become a part of and be included within the definition of the Property as defined in the Initial Declaration, and be developed as part of the Carriage Homes at the Pointe Community, <a href="provided">provided</a>, <a href="however">however</a>, to the extent any Additional Property is encumbered by the Initial Declaration and the legal title to such Additional Property is not conveyed to a person or entity other than Declarant, Declarant may, by recordation of an amendment to the Initial Declaration among the Land Records of Baltimore County, Maryland, remove the unconveyed Additional Property from the operation and effect of the Initial Declaration. Immediately following recordation of such amendment the Additional Property which has not been conveyed shall be treated as though this Supplemental Declaration has never encumbered such Additional Property. The Additional Property is part of the annexable property described in the Initial Declaration.

Order: KIVIZBLC497

BALTIMORE CORRESSON COURT (Land Records) (MSAGE 824672) Bdok sm 448/12 (10026/00 1002010. Online 03/08/2005 07/026/00 Order Date: 01-10-2023

Document not for resale

#### TENTH SUPPLEMENTARY DECLARATION

- 1. Pursuant to Article III, Section 2 the Initial Declaration, Declarant hereby covenants, agrees and declares that the Additional Property is hereby annexed and made subject to the Initial Declaration, as a part of and included within the property as defined in the Initial Declaration.
- 2. Except as expressly set forth herein, the terms and provisions of the Initial Declaration not inconsistent with this Supplementary Declaration shall remain in full force and effect, unmodified by the terms and provisions of this Supplementary Declaration.
- 3. This Supplementary Declaration and all rights and obligations hereunder shall be governed by and construed under the laws of the State of Maryland.
- 4. All capitalized terms used in this Supplementary Declaration shall have the same meaning as in the Initial Declaration, except as may otherwise be expressly set forth in this Supplementary Declaration.
- 5. The Initial Declaration together with all supplementary declarations thereto recorded in the Land Records subsequent to this Supplementary Declaration shall be collectively referred to as the "Declaration."
- 6. The Declarant hereby declares that the property described in <u>Exhibit A</u> attached hereto shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Initial Declaration, as noted on the plat described in <u>Exhibit A</u>. <u>Exhibit A</u> which is attached hereto is incorporated herewith as an integral part of this Supplementary Declaration.

WITNESS the hands and seals of the parties hereto on the date herein above first written.

WITNESS/ATTEST:

DECLARANT

Nada Ranc

DOTTIE JENSEN, Trustee, on behalf of Kevin McDonald and Dottie Jensen, Trustees

STATE OF CALIFORNIA
CITY/COUNTY OF Caltanore

I HEREBY CERTIFY, that on this <u>24</u> day of October, 2000, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared **DOTTIE JENSEN**, Trustee, known to me, or satisfactorily proven to be the person whose name is subscribed to this **Tenth Supplemental Declaration of Covenants**, **Conditions and Restrictions**, and who acknowledged that she executed the same for the purposes contained herein.

Order, KNyXBI 0497

BALTIMORE CBGSQ416月339月1COURT (Land Records) [MSA CE 62-14672] Book SM 14817, p. 0184, Printed 02/04/2010. Online 03/08/2005. 10/19/00

Decement not for result

AS WITNESS my hand and Notarial Seal.

My Commission Expires: //-6/-0/

THE UNDERSIGNED HEREBY CERTIFIES THE ABOVE THAT INSTRUMENT HAS BEEN PREPARED BY OR UNDER THE SUPERVISION OF THE BELOW ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND.

Neil J. Schechter

Order: KMXBLC497

BALTIMORE C@000416:R@28:01COURT (Land Records) [MSAGE|62-13672] Book SM 14817; p: 9185; Printed 02/04/2010. Online ::3/08/2005.

Order Date: 01-10-2023 Document not for resale

### **EXHIBIT A**

### Additional Property

BEING that Lot shown and designated as Lot Nos. 434 and 434, as shown on the Subdivision Plat entitled "Plat 2 of 3, Area 3EA, Owings Mills New Town - 'The Pointe'", located in the Second Election District of Baltimore County, Maryland, which plat is recorded among the Land Records of Baltimore County, Maryland on May 17, 2000, in Plat Book S.M. No. 72, folio 110.

Return To:
Janice Portney
233 B. Redwood Street
Baltimore, Maryland 21202

Order: KM3GBLC497

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# CARRIAGE HOMES AT THE POINTE COMMUNITY ASSOCIATION, INC.

### ELEVENTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS ELEVENTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Supplemental Declaration") made this 27" day of October, 2000, by KEVIN McDONALD and DOTTIE JENSEN, TRUSTEES (individually and collectively, the "Declarant").

#### RECITALS

- A. Whereas, Kevin McDonald and Dottie Jensen executed a certain Declaration of Covenants, Conditions and Restrictions dated September 28, 1999, and recorded among the Land Records of Baltimore County, Maryland (the "Land Records") in Liber S.M. No. 14237, folio 511, et seq., (the "Initial Declaration") establishing Carriage Homes at the Pointe Community Association, Inc. Said covenants, conditions and restrictions constitute a general scheme of development for the Carriage Homes at the Pointe Community included in the Initial Declaration with respect to the use and occupancy thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Carriage Homes at the Pointe Community and enhancing the quality of life therein.
- B. Whereas, the Initial Declaration provides for the annexing of additional land within the Carriage Homes at the Pointe Community Association, Inc. to bring such additional land within the scheme of the Initial Declaration and subject to all respect thereto.
- C. The Declarant desire to supplement the Initial Declaration to have the additional land described in Exhibit A attached hereto, subject to the Initial Declaration.
- D. By First Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 8, 2000, and recorded among the Land Records in Liber S.M. No. 14315, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- E. By Second Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14360, folio 001, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- F. By Third Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14359, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.

Order: KMXBLC497

- G. By Fourth Supplemental Declaration of Covenants, Conditions and Restrictions, dated May 15, 2000, and recorded among the Land Records in Liber S.M. No. 14522, folio 576, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- H. By Fifth Supplemental Declaration of Covenants, Conditions and Restrictions, dated June 16, 2000, and recorded among the Land Records in Liber S.M. No. 14559, folio 60, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- I. By Sixth Supplemental Declaration of Covenants, Conditions and Restrictions, dated August 28, 2000, and recorded among the Land Records in Liber S.M. No. 14706, folio 206, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- J. By Seventh Supplemental Declaration of Covenants, Conditions and Restrictions, dated September 28, 2000, and recorded among the Land Records in Liber S.M. No. 14797, folio 295, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- K. By Eighth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 16, 2000, and recorded among the Land Records in Liber S.M. No. 4799, folio 300 Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- L. By Ninth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 18, 2000, and recorded among the Land Records in Liber S.M. No. \_\_\_\_\_, folio \_\_\_\_, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- M. By Tenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 24, 2000, and recorded among the Land Records in Liber S.M. No./49/7, folio /83/ Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- N. By this Eleventh Supplementary Declaration of Covenants, Conditions and Restrictions, Declarant desires to add by annexation to the Carriage Homes at the Pointe Community the real property described in <a href="Exhibit A">Exhibit A</a> attached hereto (the "Additional Property"), so that the Additional Property will be subject to the Initial Declaration, become a part of and be included within the definition of the Property as defined in the Initial Declaration, and be developed as part of the Carriage Homes at the Pointe Community, provided, however, to the extent any Additional Property is encumbered by the Initial Declaration and the legal title to such Additional Property is not conveyed to a person or entity other than Declarant, Declarant may, by recordation of an amendment to the Initial Declaration among the Land Records of Baltimore County, Maryland, remove the unconveyed Additional Property from the operation and effect of the Initial Declaration. Immediately following recordation of such amendment the Additional Property which

-BALTIMORE-COLOGO (1987) 40 OURT-(Land Records) (MSACE 62-14767) Book SM-14912; 12/0292; Printed 02/04/2010. Online 03/08/2005. 11/3/00 Address: 105 Rangeford Dr

### 0014912 293

has not been conveyed shall be treated as though this Supplemental Declaration has never encumbered such Additional Property. The Additional Property is part of the annexable property described in the Initial Declaration.

### ELEVENTH SUPPLEMENTARY DECLARATION

- 1. Pursuant to Article III, Section 2 the Initial Declaration, Declarant hereby covenants, agrees and declares that the Additional Property is hereby annexed and made subject to the Initial Declaration, as a part of and included within the property as defined in the Initial Declaration.
- 2. Except as expressly set forth herein, the terms and provisions of the Initial Declaration not inconsistent with this Supplementary Declaration shall remain in full force and effect, unmodified by the terms and provisions of this Supplementary Declaration.
- 3. This Supplementary Declaration and all rights and obligations hereunder shall be governed by and construed under the laws of the State of Maryland.
- 4. All capitalized terms used in this Supplementary Declaration shall have the same meaning as in the Initial Declaration, except as may otherwise be expressly set forth in this Supplementary Declaration.
- 5. The Initial Declaration together with all supplementary declarations thereto recorded in the Land Records subsequent to this Supplementary Declaration shall be collectively referred to as the "Declaration."
- 6. The Declarant hereby declares that the property described in <u>Exhibit A</u> attached hereto shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Initial Declaration, as noted on the plat described in <u>Exhibit A</u>. <u>Exhibit A</u> which is attached hereto is incorporated herewith as an integral part of this Supplementary Declaration.

WITNESS the hands and seals of the parties hereto on the date herein above first written.

WITNESS/ATTEST:

DECLARANT

DOTTIE JENSEN, Trustee, on behalf of Kevin McDonald and Dottie Jensen, Trustees

BALTIMORE CONSC0428-0239-00OURT (Land Records) [MSA/CE 82;14787] Book SM 14912 p. 0293. Printed 02/04/2010. Online 03/08/2005: 10/24/00

### 0014912 294

STATE OF CALIFORNIA CITY/COUNTY OF Balance

I HEREBY CERTIFY, that on this 27 day of October, 2000, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared DOTTIE JENSEN, Trustee, known to me, or satisfactorily proven to be the person whose name is subscribed to this Eleventh Supplemental Declaration of Covenants, Conditions and Restrictions, and who acknowledged that she executed the same for the purposes contained herein.

AS WITNESS my hand and Notarial Seal.

Notary Public My Commission Expires: //-0/-01

THE UNDERSIGNED HEREBY CERTIFIES THAT THE ABOVE INSTRUMENT HAS BEEN PREPARED BY OR UNDER THE SUPERVISION OF THE BELOW ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF

MARYLAND.

REVIEWED FOR BARTIMONE COUNTY REQUIREMENTS:

DAY W A STE OLOG-01

ASSISTANT COUNTY ATTORNEY

OFFICE OF THE COUNTY ATTORNEY

BALTIMORE COUNTRICE (Land Records) MSA CE 62:14767 BOOK SM 14912; p) 0294, Printed 02/04/2010, Online

Address: 105 Rangeford Dr Order Sate: 01-10-2023

#### **EXHIBIT A**

#### Additional Property

BEING that Lot shown and designated as Lot Nos. 441 and 442, as shown on the Subdivision Plat entitled "Plat 2 of 3, Area 3EA, Owings Mills New Town - 'The Pointe'", located in the Second Election District of Baltimore County, Maryland, which plat is recorded among the Land Records of Baltimore County, Maryland on May 17, 2000, in Plat Book S.M. No. 72, folio 110.

Return To: Janice Portney 233 E. Redwood Street Baltimore, Maryland 21202

BALTIMORE COUNTY (AMERICA) (Land Records) [MSA CE 62:14767] Book SM 14912, p. 0295. Printed 02/04/2010. Online

Order Date: 01-10-2023

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#### CARRIAGE HOMES AT THE POINTE COMMUNITY ASSOCIATION, INC.

#### TWELFTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS TWELFTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Supplemental Declaration") made this 27 day of November, 2000, by KEVIN McDONALD and DOTTIE JENSEN, TRUSTEES (individually and collectively, the "Declarant").

#### RECITALS

- Whereas, Kevin McDonald and Dottie Jensen executed a certain Declaration of Covenants, Conditions and Restrictions dated September 28, 1999, and recorded among the Land Records of Baltimore County, Maryland (the "Land Records") in Liber S.M. No. 14237, folio 511, et seq., (the "Initial Declaration") establishing Carriage Homes at the Pointe Community Association, Inc. Said covenants, conditions and restrictions constitute a general scheme of development for the Carriage Homes at the Pointe Community included in the Initial Declaration with respect to the use and occupancy thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Carriage Homes at the Pointe Community and enhancing the quality of life therein.
- B. Whereas, the Initial Declaration provides for the annexing of additional land within the Carriage Homes at the Pointe Community Association, Inc. to bring such additional land within the scheme of the Initial Declaration and subject to all respect thereto.
- The Declarant desire to supplement the Initial Declaration to have the additional land described in Exhibit A attached hereto, subject to the Initial Declaration.
- By First Supplemental Declaration of Covenants, Conditions and Restrictions, dated D. February 8, 2000, and recorded among the Land Records in Liber S.M. No. 14315, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Second Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14360, folio 001, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Third Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14359, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.

BALTIMORE 1080/1944 GIRGUIT GOURT-(band Records) IMSA CE 62-14767) Book-SM-14912-p. 0277. Printed 02/04/2010. Online

- By Fourth Supplemental Declaration of Covenants, Conditions and Restrictions, dated May 15, 2000, and recorded among the Land Records in Liber S.M. No. 14522, folio 576, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Fifth Supplemental Declaration of Covenants, Conditions and Restrictions, dated June 16, 2000, and recorded among the Land Records in Liber S.M. No. 14559, folio 60, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Sixth Supplemental Declaration of Covenants, Conditions and Restrictions, Ĩ. dated August 28, 2000, and recorded among the Land Records in Liber S.M. No. 14706, folio 206, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Seventh Supplemental Declaration of Covenants, Conditions and Restrictions. dated September 28, 2000, and recorded among the Land Records in Liber S.M. No. 14799, folio 295, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Eighth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 16, 2000, and recorded among the Land Records in Liber S.M. No. 14799, folio 300, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Ninth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 18, 2000, and recorded among the Land Records in Liber S.M. No. , folio Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Tenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 24, 2000, and recorded among the Land Records in Liber S.M. No. 14817, folio 182, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Eleventh Supplemental Declaration of Covenants, Conditions and Restrictions. dated October 27, 2000, and recorded among the Land Records in Liber S.M. No. Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- O. By this Twelfth Supplementary Declaration of Covenants, Conditions and Restrictions, Declarant desires to add by annexation to the Carriage Homes at the Pointe Community the real property described in Exhibit A attached hereto (the "Additional Property"), so that the Additional Property will be subject to the Initial Declaration, become a part of and be included within the definition of the Property as defined in the Initial Declaration, and be developed as part of the Carriage Homes at the Pointe Community, provided, however, to the extent any

Book SM 14912, p. 0278, Pdnted 02/04/2010, Online CIRCUIT COURT, (Land Records) (MSATCE) TALTHMORE GOLLAND 105 Rangeford Dr 03/08/2005.

Order Date: 01-10-2023

Additional Property is encumbered by the Initial Declaration and the legal title to such Additional Property is not conveyed to a person or entity other than Declarant, Declarant may, by recordation of an amendment to the Initial Declaration among the Land Records of Baltimore County, Maryland, remove the unconveyed Additional Property from the operation and effect of the Initial Declaration. Immediately following recordation of such amendment the Additional Property which has not been conveyed shall be treated as though this Supplemental Declaration has never encumbered such Additional Property. The Additional Property is part of the annexable property described in the Initial Declaration.

#### TWELFTH SUPPLEMENTARY DECLARATION

- Pursuant to Article III, Section 2 the Initial Declaration, Declarant hereby covenants, agrees and declares that the Additional Property is hereby annexed and made subject to the Initial Declaration, as a part of and included within the property as defined in the Initial Declaration.
- Except as expressly set forth herein, the terms and provisions of the Initial Declaration not inconsistent with this Supplementary Declaration shall remain in full force and effect, unmodified by the terms and provisions of this Supplementary Declaration.
- This Supplementary Declaration and all rights and obligations hereunder shall be governed by and construed under the laws of the State of Maryland.
- All capitalized terms used in this Supplementary Declaration shall have the same meaning as in the Initial Declaration, except as may otherwise be expressly set forth in this Supplementary Declaration.
- The Initial Declaration together with all supplementary declarations thereto recorded in the Land Records subsequent to this Supplementary Declaration shall be collectively referred to as the "Declaration."
- The Declarant hereby declares that the property described in Exhibit A attached hereto shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Initial Declaration, as noted on the plat described in Exhibit A. Exhibit A which is attached hereto is incorporated herewith as an integral part of this Supplementary Declaration.

WITNESS the hands and seals of the parties hereto on the date herein above first written.

DECLARANT

DOTTIE JENSEN, Trustee, on behalf of

Kevin McDonald and Dottie Jensen, Trustees

DOC0483-R239-01 HALTIMORE CREWOOD CRCUM COURT (Land Records):[MSA CE 62-14767] Book SM 14912, p. 0279-Printed-02/04/2010-Online

Maryland STATE OF CALIFORNIA CITY/COUNTY OF Bala

I HEREBY CERTIFY, that on this 27 day of November, 2000, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared DOTTIE JENSEN, Trustee, known to me, or satisfactorily proven to be the person whose name is subscribed to this Twelfth Supplemental Declaration of Covenants, Conditions and Restrictions, and who acknowledged that she executed the same for the purposes contained herein.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: //-01-0

**UNDERSIGNED** HEREBY CERTIFIES THAT THE **ABOVE** INSTRUMENT HAS BEEN PREPARED BY OR UNDER THE SUPERVISION OF THE BELOW ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND.

Reviewed for Baltonione County Requirements:

Soyce a Spe 01-09-01

Associant County Athriney

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4548

BAL-TIMORE COLOMBIA 1823 101 COURT (Land Records) (MSA CE 62-14767) Book SM 14912 p. 0280. Printed 02/04/2010. Online Address: 105 Rangeford D

Qrder Date: 01-10-2023

#### **EXHIBIT A**

#### Additional Property

BEING that Lot shown and designated as Lot No. 415 and 416, as shown on those Subdivision Plats entitled "Plat 1 of 3, Area 3EA, Owings Mills New Town - The Pointe" and "Plat 3 of 3 & Resubdivision of Area 4AB & Stormwater Management Pond Number 6, Owings Mills New Town - The Pointe", located in the Second Election District of Baltimore County, Maryland, which plats are recorded among the Land Records of Baltimore County, Maryland on June 30, 1999, in Plat Book S.M. No. 71, folio 125-126.

Return To:
Janice Portney
233 E. Redwood Street
Baltimore, Maryland 21202

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,	New Owner's (Grantee) Mailing Address
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Par San	Assessment Yes No Will the property being conveyed be the grantee's principal residence?  Yes No Does transfer include personal property? If yes, identify:
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CARRIAGE HOMES AT THE POINTE COMMUNITY ASSOCIATION, INC.

Authorized Signature 19-200/ Sec 33-139 DEC

## THIRTEENTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS THIRTEENTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Supplemental Declaration") made this 1th day of December, 2000, by KEVIN McDONALD and DOTTIE JENSEN, TRUSTEES (individually and collectively, the "Declarant").

RECURBING FEE

29.09 25.09

RECITALS

Res# BA06 Rcpt # 78065 SM LL Blk # 860 Jan 09: 2001 03:34 pm

- A. Whereas, Kevin McDonald and Dottie Jensen executed a certain Declaration of Covenants, Conditions and Restrictions dated September 28, 1999, and recorded among the Land Records of Baltimore County, Maryland (the "Land Records") in Liber S.M. No. 14237, folio 511, et seq., (the "Initial Declaration") establishing Carriage Homes at the Pointe Community Association, Inc. Said covenants, conditions and restrictions constitute a general scheme of development for the Carriage Homes at the Pointe Community included in the Initial Declaration with respect to the use and occupancy thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Carriage Homes at the Pointe Community and enhancing the quality of life therein.
- B. Whereas, the Initial Declaration provides for the annexing of additional land within the Carriage Homes at the Pointe Community Association, Inc. to bring such additional land within the scheme of the Initial Declaration and subject to all respect thereto.
- C. The Declarant desire to supplement the Initial Declaration to have the additional land described in Exhibit A attached hereto, subject to the Initial Declaration.
- D. By First Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 8, 2000, and recorded among the Land Records in Liber S.M. No. 14315, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- E. By Second Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14360, folio 001, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- F. By Third Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14359, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.

BALTIMORE COMSCOSOR(235-61)OURT (Land Records) (MSA CE 62-14767) Book SM 14912, p. 0283. Printed 02/04/2010. Online 03/08/2005. 12/4/00

Order Date: 04-10-2023

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G. By Fourth Supplemental Declaration of Covenants, Conditions and Re dated May 15, 2000, and recorded among the Land Records in Liber S.M. No. 14522, Declarant annexed certain additional land, more fully described therein, subject to to Declaration.	folio 576
H. By Fifth Supplemental Declaration of Covenants, Conditions and Restriction June 16, 2000, and recorded among the Land Records in Liber S.M. No. 14559, folio 60, annexed certain additional land, more fully described therein, subject to the Initial Declaration	Declaran
I. By Sixth Supplemental Declaration of Covenants, Conditions and Redated August 28, 2000, and recorded among the Land Records in Liber S.M. No. 14706, Declarant annexed certain additional land, more fully described therein, subject to the Declaration.	folio 206
J. By Seventh Supplemental Declaration of Covenants, Conditions and Redated September 28, 2000, and recorded among the Land Records in Liber S.M. No. 14, 295, Declarant annexed certain additional land, more fully described therein, subject to Declaration.	799, folic
K. By Eighth Supplemental Declaration of Covenants, Conditions and Red dated October 16, 2000, and recorded among the Land Records in Liber S.M. No. 14799, Declarant annexed certain additional land, more fully described therein, subject to the Declaration.	folio 300,
L. By Ninth Supplemental Declaration of Covenants, Conditions and Redated October 18, 2000, and recorded among the Land Records in Liber S.M. No, Declarant annexed certain additional land, more fully described therein, subject to the Declaration.	folio
M. By Tenth Supplemental Declaration of Covenants, Conditions and Red dated October 24, 2000, and recorded among the Land Records in Liber S.M. No. 14817, Declarant annexed certain additional land, more fully described therein, subject to the Declaration.	folio 182,
N. By Eleventh Supplemental Declaration of Covenants, Conditions and Reddated October 27, 2000, and recorded among the Land Records in Liber S.M. No, Declarant annexed certain additional land, more fully described therein, subject to the Declaration.	folio,
O. By Twelfth Supplemental Declaration of Covenants, Conditions and Re-	strictions

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Declaration.

Order Date: 01-10-2023

dated November 27, 2000, and recorded among the Land Records in Liber S.M. No. \_\_\_\_\_, folio \_\_\_\_\_, Declarant annexed certain additional land, more fully described therein, subject to the Initial

By this Thirteenth Supplementary Declaration of Covenants, Conditions and Restrictions, Declarant desires to add by annexation to the Carriage Homes at the Pointe Community the real property described in Exhibit A attached hereto (the "Additional Property"), so that the Additional Property will be subject to the Initial Declaration, become a part of and be included within the definition of the Property as defined in the Initial Declaration, and be developed as part of the Carriage Homes at the Pointe Community, provided, however, to the extent any Additional Property is encumbered by the Initial Declaration and the legal title to such Additional Property is not conveyed to a person or entity other than Declarant, Declarant may, by recordation of an amendment to the Initial Declaration among the Land Records of Baltimore County, Maryland, remove the unconveyed Additional Property from the operation and effect of the Initial Declaration. Immediately following recordation of such amendment the Additional Property which has not been conveyed shall be treated as though this Supplemental Declaration has never encumbered such Additional Property. The Additional Property is part of the annexable property described in the Initial Declaration.

#### THIRTEENTH SUPPLEMENTARY DECLARATION

- Pursuant to Article III, Section 2 the Initial Declaration, Declarant hereby covenants, agrees and declares that the Additional Property is hereby annexed and made subject to the Initial Declaration, as a part of and included within the property as defined in the Initial Declaration.
- Except as expressly set forth herein, the terms and provisions of the Initial ·2, Declaration not inconsistent with this Supplementary Declaration shall remain in full force and effect, unmodified by the terms and provisions of this Supplementary Declaration.
- This Supplementary Declaration and all rights and obligations hereunder shall be governed by and construed under the laws of the State of Maryland.
- All capitalized terms used in this Supplementary Declaration shall have the same meaning as in the Initial Declaration, except as may otherwise be expressly set forth in this Supplementary Declaration.
- The Initial Declaration together with all supplementary declarations thereto recorded in the Land Records subsequent to this Supplementary Declaration shall be collectively referred to as the "Declaration:"
- The Declarant hereby declares that the property described in Exhibit A attached hereto shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Initial Declaration, as noted on the plat described in Exhibit A. Exhibit A which is attached hereto is incorporated herewith as an integral part of this Supplementary Declaration.

62-14767] Book SM 14912, p. 0285, Printed 02/04/2010, Online

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Order Date: 01-10-2023

#### EXHIBIT A

#### Additional Property

BEING that Lot shown and designated as Lot Nos. 427 and 428, as shown on the Subdivision Plat entitled "Plat 2 of 3, Area 3EA, Owings Mills New Town - 'The Pointe'", located in the Second Election District of Baltimore County, Maryland, which plat is recorded among the Land Records of Baltimore County, Maryland on May 17, 2000, in Plat Book S.M. No. 72, folio 110.

Return To: Janice Portney 233 E. Redwood Street Baltimore, Maryland 21202

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# CARRIAGE HOMES AT THE POINTE COMMUNITY ASSOCIATION, INC.

# FOURTEENTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FOURTEENTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Supplemental Declaration") made this 27 day of December, 2000, by KEVIN McDONALD and DOTTIE JENSEN, TRUSTEES (individually and collectively, the "Declarant").

#### RECITALS

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- A. Whereas, Kevin McDonald and Dottie Jensen executed a certain Declaration of Covenants, Conditions and Restrictions dated September 28, 1999, and recorded among the Land Records of Baltimore County, Maryland (the "Land Records") in Liber S.M. No. 14237, folio 511, et seq., (the "Initial Declaration") establishing Carriage Homes at the Pointe Community Association, Inc. Said covenants, conditions and restrictions constitute a general scheme of development for the Carriage Homes at the Pointe Community included in the Initial Declaration with respect to the use and occupancy thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Carriage Homes at the Pointe Community and enhancing the quality of life therein.
- B. Whereas, the Initial Declaration provides for the annexing of additional land within the Carriage Homes at the Pointe Community Association, Inc. to bring such additional land within the scheme of the Initial Declaration and subject to all respect thereto.
- C. The Declarant desire to supplement the Initial Declaration to have the additional land described in Exhibit A attached hereto, subject to the Initial Declaration.
- D. By First Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 8, 2000, and recorded among the Land Records in Liber S.M. No. 14315, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- E. By Second Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14360, folio 001, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- F. By Third Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14359, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.

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BALTMORE COUNTY MARYLAND

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- G. By Fourth Supplemental Declaration of Covenants, Conditions and Restrictions, dated May 15, 2000, and recorded among the Land Records in Liber S.M. No. 14522, folio 576, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- H. By Fifth Supplemental Declaration of Covenants, Conditions and Restrictions, dated June 16, 2000, and recorded among the Land Records in Liber S.M. No. 14559, folio 60, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- I. By Sixth Supplemental Declaration of Covenants, Conditions and Restrictions, dated August 28, 2000, and recorded among the Land Records in Liber S.M. No. 14706, folio 206, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- J. By Seventh Supplemental Declaration of Covenants, Conditions and Restrictions, dated September 28, 2000, and recorded among the Land Records in Liber S.M. No. 14799, folio 295, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- K. By Eighth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 16, 2000, and recorded among the Land Records in Liber S.M. No. 14799, folio 300, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- L. By Ninth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 18, 2000, and recorded among the Land Records in Liber S.M. No. 14813, folio 451, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- M. By Tenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 24, 2000, and recorded among the Land Records in Liber S.M. No. 14817, folio 182, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- N. By Eleventh Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 27, 2000, and recorded among the Land Records in Liber S.M. No. \_\_\_\_\_, folio \_\_\_\_, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- O. By Twelfth Supplemental Declaration of Covenants, Conditions and Restrictions, dated November 27, 2000, and recorded among the Land Records in Liber S.M. No. \_\_\_\_\_, folio \_\_\_\_, Declarant amnexed certain additional land, more fully described therein, subject to the Initial Declaration.

- P. By Thirteenth: Supplemental Declaration of Covenants, Conditions and Restrictions, dated December 7, 2000, and recorded among the Land Records in Liber S.M. No. \_\_\_\_\_\_, folio \_\_\_\_\_, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- Q. By this Fourteen Supplementary Declaration of Covenants, Conditions and Restrictions, Declarant desires to add by annexation to the Carriage Homes at the Pointe Community the real property described in Exhibit A attached hereto (the "Additional Property"), so that the Additional Property will be subject to the Initial Declaration, become a part of and be included within the definition of the Property as defined in the Initial Declaration, and be developed as part of the Carriage Homes at the Pointe Community, provided, however, to the extent any Additional Property is encumbered by the Initial Declaration and the legal title to such Additional Property is not conveyed to a person or entity other than Declarant, Declarant may, by recordation of an amendment to the Initial Declaration among the Land Records of Baltimore County, Maryland, remove the unconveyed Additional Property from the operation and effect of the Initial Declaration. Immediately following recordation of such amendment the Additional Property which has not been conveyed shall be treated as though this Supplemental Declaration has never encumbered such Additional Property. The Additional Property is part of the annexable property described in the Initial Declaration.

#### FOURTEENTH SUPPLEMENTARY DECLARATION

- 1. Pursuant to Article III, Section 2 the Initial Declaration, Declarant hereby covenants, agrees and declares that the Additional Property is hereby annexed and made subject to the Initial Declaration, as a part of and included within the property as defined in the Initial Declaration.
- 2. Except as expressly set forth herein, the terms and provisions of the Initial Declaration not inconsistent with this Supplementary Declaration shall remain in full force and effect, unmodified by the terms and provisions of this Supplementary Declaration.
- 3. This Supplementary Declaration and all rights and obligations hereunder shall be governed by and construed under the laws of the State of Maryland.
- 4. All capitalized terms used in this Supplementary Declaration shall have the same meaning as in the Initial Declaration, except as may otherwise be expressly set forth in this Supplementary Declaration.
- 5. The Initial Declaration together with all supplementary declarations thereto recorded in the Land Records subsequent to this Supplementary Declaration shall be collectively referred to as the "Declaration."
- 6. The Declarant hereby declares that the property described in Exhibit A attached hereto shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Initial Declaration, as noted on the plat

Order: KNIXBI3C497

EALTIMORE CONCOMBLIGGE SERVING COURT (Land-Records) IMSA CE.62-14782) Book SM 14927 (Pr 0514: Printed 02/04/2010. Online 03/08/2005.

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described in <u>Exhibit A</u>. <u>Exhibit A</u> which is attached hereto is incorporated herewith as an integral part of this Supplementary Declaration.

WITNESS the hands and seals of the parties hereto on the date herein above first written.

WITNESS/ATTEST:

DECLARANT

Keinhouch

DOTTIE JENSEN, Trustee, on behalf of Kevin McDonald and Dottie Jensen, Trustees

STATE OF CALIFORNIA CITY/COUNTY OF Saltinou

I HEREBY CERTIFY, that on this 27 day of 2000, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared DOTTIE JENSEN, Trustee, known to me, or satisfactorily proven to be the person whose name is subscribed to this Fourteenth Supplemental Declaration of Covenants, Conditions and Restrictions, and who acknowledged that she executed the same for the purposes contained herein.

· AS WITNESS my hand and Notarial Seal.

Beggy L. Knows (SEAL)

My Commission Expires: 11-01-01

THE UNDERSIGNED HEREBY CERTIFIES THAT THE ABOVE INSTRUMENT HAS BEEN PREPARED BY OR UNDER THE SUPERVISION OF THE BELOW ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND.

Paul J. Burt

Reviewed on Boltimore County requirements

EALTIMORE COUNTY (Land Records) [MSA CE 62-14782] Book SM 14927, p. 0813. Printed 02/04/2010 Only to 03/08/2005.

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#### EXHIBIT A

#### Additional Property

BEING that Lot shown and designated as Lot No. 437 and 438, as shown on those Subdivision Plats entitled "Plat 1 of 3, Area 3EA, Owings Mills New Town - 'The Pointe'" and "Plat 3 of 3 & Resubdivision of Area 4AB & Stormwater Management Pond Number 6, Owings Mills New Town - The Pointe", located in the Second Election District of Baltimore County, Maryland, which plats are recorded among the Land Records of Baltimore County, Maryland on June 30, 1999, in Plat Book S.M. No. 71, folio 125-126.

Return To: Janice Portney 233 E. Redwood Street Baltimore, Maryland 21202

BALTIMORE COUNTY (Land Records) MSA CE 62:14/782)/855(SM 13927) 0516. Printed 02/04/2010. Online 03/08/2005: 105 Rangeford Df

Order Date: 01-10-2023



## CARRIAGE HOMES AT THE POINTE COMMUNITY ASSOCIATION, INC.

# FIFTEENTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FIFTEENTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Supplemental Declaration") made this 12 day of January, 2001, by KEVIN IMCDONALD and DOTTIE JENSEN, TRUSTEES (individually and collectively, the "Declarant").

#### RECITALS

- A. Whereas, Kevin McDonald and Dottie Jensen executed a certain Declaration of Covenants, Conditions and Restrictions dated September 28, 1999, and recorded among the Land Records of Baltimore County, Maryland (the "Land Records") in Liber S.M. No. 14237, folio 511, et seq., (the "Initial Declaration") establishing Carriage Homes at the Pointe Community Association, Inc. Said covenants, conditions and restrictions constitute a general scheme of development for the Carriage Homes at the Pointe Community included in the Initial Declaration with respect to the use and occupancy thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Carriage Homes at the Pointe Community and enhancing the quality of life therein.
- B. Whereas, the Initial Declaration provides for the annexing of additional land within the Carriage Homes at the Pointe Community Association, Inc. to bring such additional land within the scheme of the Initial Declaration and subject to all respect thereto.
- C. The Declarant desire to supplement the Initial Declaration to have the additional land described in Exhibit A attached hereto, subject to the Initial Declaration.
- D. By First Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 8, 2000, and recorded among the Land Records in Liber S.M. No. 14315, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- E. By Second Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14360, folio 001, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- F. By Third Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14359, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.

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- G. By Fourth Supplemental Declaration of Covenants, Conditions and Restrictions, dated May 15, 2000, and recorded among the Land Records in Liber S.M. No. 14522, folio 576, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- H. By Fifth Supplemental Declaration of Covenants, Conditions and Restrictions, dated June 16, 2000, and recorded among the Land Records in Liber S.M. No. 14559, folio 60, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- I. By Sixth Supplemental Declaration of Covenants, Conditions and Restrictions, dated August 28, 2000, and recorded among the Land Records in Liber S.M. No. 14706, folio 206, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- J. By Seventh Supplemental Declaration of Covenants, Conditions and Restrictions, dated September 28, 2000, and recorded among the Land Records in Liber S.M. No. 14799, folio 295, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- K. By Eighth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 16, 2000, and recorded among the Land Records in Liber S.M. No. 14799, folio 300, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- L. By Ninth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 18, 2000, and recorded among the Land Records in Liber S.M. No. 14873, folio 451, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- M. By Tenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 24, 2000, and recorded among the Land Records in Liber S.M. No. 14817, folio 182, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- N. By Eleventh Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 27, 2000, and recorded among the Land Records in Liber S.M. No. 14912, folio 291, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- O. By Twelfth Supplemental Declaration of Covenants, Conditions and Restrictions, dated November 27, 2000, and recorded among the Land Records in Liber S.M. No. 14912, folio 277, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.

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- P. By Thirteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated December 7, 2000, and recorded among the Land Records in Liber S.M. No. 14912, folio 283 Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- Q. By Fourteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated December 27, 2000, and recorded among the Land Records in Liber S.M. No. 14927 HORE folio 12 Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
  - R. By this Fifteenth Supplementary. Declaration of Covenants, Conditions and Restrictions, Declarant desires to add by annexation to the Carriage Homes at the Pointe Community the real property described in Exhibit A attached hereto (the "Additional Property"), so that the Additional Property will be subject to the Initial Declaration, become a part of and be included within the definition of the Property as defined in the Initial Declaration, and be developed as part of the Carriage Homes at the Pointe Community, provided, however, to the extent any Additional Property is encumbered by the Initial Declaration and the legal title to such Additional Property is not conveyed to a person or entity other than Declarant, Declarant may, by recordation of an amendment to the Initial Declaration among the Land Records of Baltimore County, Maryland, remove the unconveyed Additional Property from the operation and effect of the Initial Declaration. Immediately following recordation of such amendment the Additional Property which has not been conveyed shall be treated as though this Supplemental Declaration has never encumbered such Additional Property. The Additional Property is part of the annexable property described in the Initial Declaration.

### FIFTEENTH SUPPLEMENTARY DECLARATION

- 1. Pursuant to Article III, Section 2 the Initial Declaration, Declarant hereby covenants, agrees and declares that the Additional Property is hereby annexed and made subject to the Initial Declaration, as a part of and included within the property as defined in the Initial Declaration.
- 2. Except as expressly set forth herein, the terms and provisions of the Initial Declaration not inconsistent with this Supplementary Declaration shall remain in full force and effect unmodified by the terms and provisions of this Supplementary Declaration.
- 3 This Supplementary Declaration and all rights and obligations hereunder shall be governed by and construed under the laws of the State of Maryland.
- 4. All capitalized terms used in this Supplementary Declaration shall have the same meaning as in the Initial Declaration, except as may otherwise be expressly set forth in this Supplementary Declaration.

BALTIMORE COUNTY 50 BENJE GOURT (Land Records) MSA CE 62-14857 Book SW 15002, p. 0220. Printed 02/04/2010. Online 03/08/2005. 100 FC31 (1000) 100

order Date: 01-10-2023 Docum<u>ent hot for resale</u>

InmoWiseDacs

- 5. The Initial Declaration together with all supplementary declarations thereto recorded in the Land Records subsequent to this Supplementary Declaration shall be collectively referred to as the "Declaration.".
- 6. The Declarant hereby declares that the property described in <u>Exhibit A</u> attached hereto shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Initial Declaration, as noted on the plat described in <u>Exhibit A</u>. <u>Exhibit A</u> which is attached hereto is incorporated herewith as an integral part of this Supplementary Declaration.

WITNESS the hands and seals of the parties hereto on the date herein above first written.

WITNESS/ATTEST:

**DECLARANT** 

Sada Ranz

DOTTIE JENSEN, Trustee, on behalf of Kevin McDonald and Dottie Jensen, Trustees

STATE OF CALIFORNIA
CITY/COUNTY OF Baltinois

I HEREBY CERTIFY, that on this day of January, 2001, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared **DOTTIE** JENSEN, Trustee, known to me, or satisfactorily proven to be the person whose name is subscribed to this Fifteenth Supplemental Declaration of Covenants, Conditions and Restrictions, and who acknowledged that she executed the same for the purposes contained herein.

AS WITNESS my hand and Notarial Seal.

Beggg Knowse (SEAL)

My Commission Expires: //-0/-0/

THE UNDERSIGNED HEREBY CERTIFIES THAT THE ABOVE INSTRUMENT HAS BEEN PREPARED BY OR UNDER THE SUPERVISION OF THE BELOW ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND.

Paul J. Burt

REVIEWED FOR BALTIMOGE COUNTY REDUCKEMENTS:

DFFICE OF LAW
BALTIMORE COMBEOSORING GOURT (Land Records) (MSACE 62 4857) Book SM 15002 B 0221 Printed 02/04/2010, Online 03/08/2005. 1/8/01 BU DOURT (Land Records) (MSACE 62 4857) Book SM 15002 B 0221 Printed 02/04/2010, Online

Assistant county Arton Este: 01-10-2023

#### **EXHIBIT A**

#### Additional Property

BEING those Lots shown and designated as Lot Nos. 433, 447 and 448, as shown on the Subdivision Plat entitled "Plat 2 of 3, Area 3EA, Owings Mills New Town - 'The Pointe'", located in the Second Election District of Baltimore County, Maryland, which plat is recorded among the Land Records of Baltimore County, Maryland on May 17, 2000, in Plat Book S.M. No. 72, folio 110.

Return To: Janice Portney 233 E. Redwood Street Baltimore, Maryland 21202

BALTIMORE CO以近天分野民人男子のOURT (Land Records) (MSA CE 62-14857) Book SM 15002, p: 0222: Printed 02/04/2010: Online-03/08/2005. 1/8/01

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submission of all applicable information.		Location / Address	of Property B	oing Conveyed (	2)						
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indexed in accordance with the priority cited in	Residential Or Non-Resk	tential [ Fee Simple	or Ground	Rent Amo	uni:						
Real Property Article Section 3-104(g)(3)(i).	Partial Conveyance? Yes	□ No Description/Am	t. of SgFt/Acre	age Transferred	:						
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7	Doc. 1 - Gra	Grantor(s) Name	(s)								
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8 Transferred	Doc. 1 - Gra	- Grantee(s) Name	Grantee(s) Name(s)								
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#### CARRIAGE HOMES AT THE POINTE COMMUNITY ASSOCIATION, INC.

#### SIXTEENTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SIXTEENTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Supplemental Declaration") made this 25" day of January, 2001, by KEVIN McDONALD and DOTTIE JENSEN, TRUSTEES (and initially and collectively, the "Declarant"). RECORDING FEE TOTAL RCP1 1 268 RECITALS BC B1k \$ 680 SH Apr 95, 2001 93:24 PB

- Whereas, Kevin McDonald and Dottie Jensen executed a certain Declaration of Covenants, Conditions and Restrictions dated September 28, 1999, and recorded among the Land Records of Baltimore County, Maryland (the "Land Records") in Liber S.M. No. 14237, folio 511, et seq., (the "Initial Declaration") establishing Carriage Homes at the Pointe Community Association, Inc. Said covenants, conditions and restrictions constitute a general scheme of development for the Carriage Homes at the Pointe Community included in the Initial Declaration with respect to the use and occupancy thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Carriage Homes at the Pointe Community and enhancing the quality of life therein.
- Whereas, the Initial Declaration provides for the annexing of additional land within the Carriage Homes at the Pointe Community Association, Inc. to bring such additional land within the scheme of the Initial Declaration and subject to all respect thereto.
- The Declarant desire to supplement the Initial Declaration to have the additional land described in Exhibit A attached hereto, subject to the Initial Declaration.
- By First Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 8, 2000, and recorded among the Land Records in Liber S.M. No. 14315, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Second Supplemental Declaration of Covenants, Conditions and Restrictions, E. dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14360, folio 001; Declarant amexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Third Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14359, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.

TRANSFER TAX NOT REQUIRED Director of Budget and Finance BALTIMOBE COUNTY MARYLAND

BALTIMORE CC00C06234R63930COURT (Land Records) [MSA CE 62-14953] Book SM 15098, p. 0115. Print en 2/04/7019 Authorized Signature 03/08/2005.

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- G. By Fourth Supplemental Declaration of Covenants, Conditions and Restrictions, dated May 15, 2000, and recorded among the Land Records in Liber S.M. No. 14522, folio 576, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- H. By Fifth Supplemental Declaration of Covenants, Conditions and Restrictions, dated June 16, 2000, and recorded among the Land Records in Liber S.M. No. 14559, folio 60, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- I. By Sixth Supplemental Declaration of Covenants, Conditions and Restrictions, dated August 28, 2000, and recorded among the Land Records in Liber S.M. No. 14706, folio 206, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- J. By Seventh Supplemental Declaration of Covenants, Conditions and Restrictions, dated September 28, 2000, and recorded among the Land Records in Liber S.M. No. 14799, folio 295, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- K. By Eighth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 16, 2000, and recorded among the Land Records in Liber S.M. No. 14799, folio 300, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- L. By Ninth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 18, 2000, and recorded among the Land Records in Liber S.M. No. 14873, folio 451, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- M. By Tenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 24, 2000, and recorded among the Land Records in Liber S.M. No. 14817, folio 182, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- N. By Eleventh Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 27, 2000, and recorded among the Land Records in Liber S.M. No. 14912, folio 291, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- O. By Twelfth Supplemental Declaration of Covenants, Conditions and Restrictions, dated November 27, 2000, and recorded among the Land Records in Liber S.M. No. 14912, folio 277, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.

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- P. By Thirteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated December 7, 2000, and recorded among the Land Records in Liber S.M. No. 14912, folio 283, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- Q. By Fourteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated December 27, 2000, and recorded among the Land Records in Liber S.M. No. 14921, folio512 Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
  - R. By Fifteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated January 12, 2001, and recorded among the Land Records in Liber S.M. No. folio 218 Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
  - S. By this Sixteenth Supplementary Declaration of Covenants, Conditions and Restrictions, Declarant desires to add by annexation to the Carriage Homes at the Pointe Community the real property described in Exhibit A attached hereto (the "Additional Property"), so that the Additional Property will be subject to the Initial Declaration, become a part of and be included within the definition of the Property as defined in the Initial Declaration, and be developed as part of the Carriage Homes at the Pointe Community, provided, however, to the extent any Additional Property is encumbered by the Initial Declaration and the legal title to such Additional Property is not conveyed to a person or entity other than Declarant, Declarant may, by recordation of an amendment to the Initial Declaration among the Land Records of Baltimore County, Maryland, remove the unconveyed Additional Property from the operation and effect of the Initial Declaration. Immediately following recordation of such amendment the Additional Property which has not been conveyed shall be treated as though this Supplemental Declaration has never encumbered such Additional Property. The Additional Property is part of the annexable property described in the Initial Declaration.

#### SIXTEENTH SUPPLEMENTARY DECLARATION

- 1. Pursuant to Article III, Section 2 the Initial Declaration, Declarant hereby covenants, agrees and declares that the Additional Property is hereby annexed and made subject to the Initial Declaration, as a part of and included within the property as defined in the Initial Declaration.
- 2. Except as expressly set forth herein, the terms and provisions of the Initial Declaration not inconsistent with this Supplementary Declaration shall remain in full force and effect, unmodified by the terms and provisions of this Supplementary Declaration.
- This Supplementary Declaration and all rights and obligations hereunder shall be governed by and construed under the laws of the State of Maryland.

. Order Daie: 01-10-2023

- All capitalized terms used in this Supplementary Declaration shall have the same meaning as in the Initial Declaration, except as may otherwise be expressly set forth in this. Supplementary Declaration.
- The Initial Declaration together with all supplementary declarations thereto recorded in the Land Records subsequent to this Supplementary Declaration shall be collectively referred to as the "Declaration."
- The Declarant hereby declares that the property described in Exhibit A attached hereto shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Initial Declaration, as noted on the plat described in Exhibit A. Exhibit A which is attached hereto is incorporated herewith as an integral part of this Supplementary Declaration.

WITNESS the hands and seals of the parties hereto on the date herein above first written.

WITNESS/ATTEST:

DECLARANT

DOTTIE JENSEN, Trustee, on behalf of Kevin McDonald and Dottie Jensen, Trustees

STATE OF GALIFORNIA CITY/COUNTY OF Jacon

I HEREBY CERTIFY, that on this 25 day of January, 2001, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared DOTTIE JENSEN, Trustee, known to me, or satisfactorily proven to be the person whose name is subscribed to this Sixteenth Supplemental Declaration of Covenants, Conditions and Restrictions, and who acknowledged that she executed the same for the purposes contained herein.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: //-0/-

UNDERSIGNED HEREBY CERTIFIES THAT INSTRUMENT HAS BEEN PREPARED BY OR UNDER THE SUPERVISION OF THE BELOW ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND.

REVIEWED FOR BALTIMORE COUNT

Paul J. Bur

OTGEN KINDRE CONSTANT (Land Records) (MSA CE 82-14953) Book SM 18698, p. 0118. Printed 02/04/2010. Online

Order Date: 01-10-2023 Document not for resale

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03/08/2005.

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### EXHIBIT A

#### **Additional Property**

BEING those Lots shown and designated as Lot Nos. 431 and 432, as shown on the Subdivision Plat entitled "Plat 2 of 3, Area 3EA, Owings Mills New Town - The Pointe" , located in the Second Election District of Baltimore County, Maryland, which plat is recorded among the Land Records of Baltimore County, Maryland on May 17, 2000, in Plat Book S.M. No. 72, folio 110.

Return To: Janice Portney 233 E. Redwood Street Baltimore, Maryland 21202

> RYLAND TITLE COMPANY 7250 PARKWAY DRIVE #54

- БАLTIMORE COLUMN 15098 p. 0119 Printed 1219 ANOVER, MD 2107 (Land Records) [MSA CE 62-14953] Book SM 15098 p. 0119 Printed 1219 ANOVER, MD 2107 (13/08/2005. 1/29/01

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# CARRIAGE HOMES AT THE POINTE COMMUNITY ASSOCIATION, INC.

# SEVENTEENTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SEVENTEENTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Supplemental Declaration") made this 22 day of March, 2001, by KEVIN McDONALD and DOTTIE JENSEN, TRUSTEES (individually and collectively, the "Declarant").

#### **RECITALS**

- A. Whereas, Kevin McDonald and Dottie Jensen executed a certain Declaration of Covenants, Conditions and Restrictions dated September 28, 1999, and recorded among the Land Records of Baltimore County, Maryland (the "Land Records") in Liber S.M. No. 14237, folio 511, et seq., (the "Initial Declaration") establishing Carriage Homes at the Pointe Community Association, Inc. Said covenants, conditions and restrictions constitute a general scheme of development for the Carriage Homes at the Pointe Community included in the Initial Declaration with respect to the use and occupancy thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Carriage Homes at the Pointe Community and enhancing the quality of life therein.
- B. Whereas, the Initial Declaration provides for the annexing of additional land within the Carriage Homes at the Pointe Community Association, Inc. to bring such additional land within the scheme of the Initial Declaration and subject to all respect thereto.
- C. The Declarant desire to supplement the Initial Declaration to have the additional land described in Exhibit A attached hereto, subject to the Initial Declaration.
- D. By First Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 8, 2000, and recorded among the Land Records in Liber S.M. No. 14315, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- E. By Second Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14360, folio 001, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- F. By Third Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14359, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.

BALTIMORE COLOCIOS 120 Printed 02/04/2010. Online . 03/08/2005. 3/21/01 : Order Date: 01-10-2023

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- G. By Fourth Supplemental Declaration of Covenants, Conditions and Restrictions, dated May 15, 2000, and recorded among the Land Records in Liber S.M. No. 14522, folio 576, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- H. By Fifth Supplemental Declaration of Covenants, Conditions and Restrictions, dated June 16, 2000, and recorded among the Land Records in Liber S.M. No. 14559, folio 60, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- I. By Sixth Supplemental Declaration of Covenants, Conditions and Restrictions, dated August 28, 2000, and recorded among the Land Records in Liber S.M. No. 14706, folio 206, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- J. By Seventh Supplemental Declaration of Covenants, Conditions and Restrictions, dated September 28, 2000, and recorded among the Land Records in Liber S.M. No. 14799, folio 295, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- K. By Eighth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 16, 2000, and recorded among the Land Records in Liber S.M. No. 14799, folio 300, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- L. By Ninth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 18, 2000, and recorded among the Land Records in Liber S.M. No. 14873, folio 451, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- M. By Tenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 24, 2000, and recorded among the Land Records in Liber S.M. No. 14817, folio 182, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- N. By Eleventh Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 27, 2000, and recorded among the Land Records in Liber S.M. No. 14912, folio 291, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- O. By Twelfth Supplemental Declaration of Covenants, Conditions and Restrictions, dated November 27, 2000, and recorded among the Land Records in Liber S.M. No. 14912, folio 277, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.

RALTIMORE COUNTINGS 1984 GOURT (Land Records) (MSA CE 62 14953) Rook SM 15098. p. 0127. Printed 02/04/2010. Online... 13/08/2005. 3/21/01

> Order Date: 01-46-2023 Document not for resala

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- P. By Thirteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated December 7, 2000, and recorded among the Land Records in Liber S.M. No. 14912, folio 283, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- Q. By Fourteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated December 27, 2000, and recorded among the Land Records in Liber S.M. No. 14927, folio 512, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- R. By Fifteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated January 12, 2001, and recorded among the Land Records in Liber S.M. No. 15002, folio 218, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- S. By Sixteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated January 25, 2001, and recorded among the Land Records in Liber S.M. No. \_\_\_\_\_, folio \_\_\_\_, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- Restrictions, Declarant desires to add by annexation to the Carriage Homes at the Pointe Community the real property described in <a href="Exhibit A">Exhibit A</a> attached hereto (the "Additional Property"), so that the Additional Property will be subject to the Initial Declaration, become a part of and be included within the definition of the Property as defined in the Initial Declaration, and be developed as part of the Carriage Homes at the Pointe Community, provided, however, to the extent any Additional Property is encumbered by the Initial Declaration and the legal title to such Additional Property is not conveyed to a person or entity other than Declarant, Declarant may, by recordation of an amendment to the Initial Declaration among the Land Records of Baltimore County, Maryland, remove the unconveyed Additional Property from the operation and effect of the Initial Declaration. Immediately following recordation of such amendment the Additional Property which has not been conveyed shall be treated as though this Supplemental Declaration has never encumbered such Additional Property. The Additional Property is part of the annexable property described in the Initial Declaration.

#### SEVENTEENTH SUPPLEMENTARY DECLARATION

- 1. Pursuant to Article III, Section 2 the Initial Declaration, Declarant hereby covenants, agrees and declares that the Additional Property is hereby annexed and made subject to the Initial Declaration, as a part of and included within the property as defined in the Initial Declaration.
- 2. Except as expressly set forth herein, the terms and provisions of the Initial Declaration not inconsistent with this Supplementary Declaration shall remain in full force and effect, unmodified by the terms and provisions of this Supplementary Declaration.

HALFIMORE COUNTY GERGING GOURT (Land Records) (MSACE 62 14953) Book SM 15096-P-0128-Printed 02/04/2010-Online— 13/01/2005. 3/21/01 Address: 105 Rangeford Dr

<sup>7</sup> Order Date: 01-10-2023.

- 3. This Supplementary Declaration and all rights and obligations hereunder shall be governed by and construed under the laws of the State of Maryland.
- 4. All capitalized terms used in this Supplementary Declaration shall have the same meaning as in the Initial Declaration, except as may otherwise be expressly set forth in this Supplementary Declaration.
- 5. The Initial Declaration together with all supplementary declarations thereto recorded in the Land Records subsequent to this Supplementary Declaration shall be collectively referred to as the "Declaration."
- 6. The Declarant hereby declares that the property described in <u>Exhibit A</u> attached hereto shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Initial Declaration, as noted on the plat described in <u>Exhibit A</u>. <u>Exhibit A</u> which is attached hereto is incorporated herewith as an integral part of this Supplementary Declaration.

WITNESS the hands and seals of the parties hereto on the date herein above first written.

WITNESS/ATTEST:

DECLARANT

Vada Ranz

DOTTIE JENSEN, Trustee, on behalf of Kevin McDonald and Dottie Jensen, Trustees

MALSIAND STATE OF CALIFORNIA CITY/COUNTY OF BALTING

I HEREBY CERTIFY, that on this 22 day of March, 2001, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared DOTTIE JENSEN, Trustee, known to me, or satisfactorily proven to be the person whose name is subscribed to this Seventeenth Supplemental Declaration of Covenants, Conditions and Restrictions, and who acknowledged that she executed the same for the purposes contained herein.

AS WITNESS my hand and Notarial Seal.

Notary Hublic

My Commission Expires:

6ALTIMORE COUNTY 618 6217 GOURT (Land Records) (MSA CE 62, 14953) Book SM 15098 p. 0129, Printed 02/04/2010. Online

Order Date: 01-10-2022

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# 0015098 #30

UNDERSIGNED HEREBY CERTIFIES THAT THE ABOVE INSTRUMENT HAS BEEN PREPARED BY OR UNDER THE SUPERVISION OF THE BELOW ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND,

Seth M. Rotenberg

DOUIENED FOR BACTIMILE COUNTY REDUNCTIONERS:

ASSISTANT COUNTY AMORETRY

OFFICE OF LAND

5047

BALTIMORE COUNTY CIRCUIT COURT (Land Records) (MSA/CE/62-14953) BOOK SM 15085, D 0130. Printed 02/04/2010. Online

Address: 105 Rangeford Dr Order Date: 01-10-2023

#### **EXHIBIT A**

#### Additional Property

BEING that Lot shown and designated as Lot No. 436, as shown on those Subdivision Plats entitled "Plat 1 of 3, Area 3EA, Owings Mills New Town-The Pointe" and "Plat 3 of 3 & Resubdivision of Area 4AB & Stormwater Management Pond Number 6, Owings Mills New Town - The Pointe", located in the Second Election District of Baltimore County, Maryland, which plats are recorded among the Land Records of Baltimore County, Maryland on June 30, 1999, in Plat Book S.M. No. 71, folio 125-126.

Return To:
Janice Portney
233 E. Redwood Street
Baltimore, Maryland 21202

5ALTIMORE СОЦЫТЬ В 131/0 I CE 62-14953 Book SM 15098, р. 0131. Printed 02/04/2010. Online 03/08/2005. — 3/21/01

Order Date: 01-40<sup>-</sup>2023

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	Information Yes No Doos transfer include personal property? If yes, identify:										
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# CARRIAGE HOMES AT THE POINTE COMMUNITY ASSOCIATION, INC.

# EIGHTEENTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS EIGHTEENTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Supplemental Declaration") made this 22 day of March, 2001; by KEVIN McDONALD and DOTTIE JENSEN, TRUSTEES (individually and collectively, the "Declarant").

#### RECITALS

- A. Whereas, Kevin McDonald and Dottie Jensen executed a certain Declaration of Covenants, Conditions and Restrictions dated September 28, 1999, and recorded among the Land Records of Baltimore County, Maryland (the "Land Records") in Liber S.M. No. 14237, folio 511, et seq., (the "Initial Declaration") establishing Carriage Homes at the Pointe Community Association, Inc. Said covenants, conditions and restrictions constitute a general scheme of development for the Carriage Homes at the Pointe Community included in the Initial Declaration with respect to the use and occupancy thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Carriage Homes at the Pointe Community and enhancing the quality of life therein.
- B. Whereas, the Initial Declaration provides for the annexing of additional land within the Carriage Homes at the Pointe Community Association, Inc. to bring such additional land within the scheme of the Initial Declaration and subject to all respect thereto.
- C. The Declarant desire to supplement the Initial Declaration to have the additional land described in Exhibit A attached hereto, subject to the Initial Declaration.
- D. By First Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 8, 2000, and recorded among the Land Records in Liber S.M. No. 14315, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- E. By Second Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14360, folio 001, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- F. By Third Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14359, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.

Address: 105 Rangeford D

Document not for resale

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- G. By Fourth Supplemental Declaration of Covenants, Conditions and Restrictions, dated May 15, 2000, and recorded among the Land Records in Liber S.M. No. 14522, folio 576, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- H. By Fifth Supplemental Declaration of Covenants, Conditions and Restrictions, dated June 16, 2000, and recorded among the Land Records in Liber S.M. No. 14559, folio 60, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- I. By Sixth Supplemental Declaration of Covenants, Conditions and Restrictions, dated August 28, 2000, and recorded among the Land Records in Liber S.M. No. 14706, folio 206, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- J. By Seventh Supplemental Declaration of Covenants, Conditions and Restrictions, dated September 28, 2000, and recorded among the Land Records in Liber S.M. No. 14799, folio 295, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- K. By Eighth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 16, 2000, and recorded among the Land Records in Liber S.M. No. 14799, folio 300, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- L. By Ninth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 18, 2000, and recorded among the Land Records in Liber S.M. No. 14873, folio 451, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- M. By Tenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 24, 2000, and recorded among the Land Records in Liber S.M. No. 14817, folio 182, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- N. By Eleventh Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 27, 2000, and recorded among the Land Records in Liber S.M. No. 14912, folio 291, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- O. By Twelfth Supplemental Declaration of Covenants, Conditions and Restrictions, dated November 27, 2000, and recorded among the Land Records in Liber S.M. No. 14912, folio 277, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.

BALTIMORE COHUE 66783以近近0URT (Land Records) [MSA CE 62:14953] Book SM (15098) 7. 0140. Printed 02/04/2010. Online 03/08/2005. 3/21/01 ACCUSES: 105 Represented to 15

- By Thirteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated December 7, 2000, and recorded among the Land Records in Liber S.M. No. 14912, folio 283, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Fonrteenth Supplemental Declaration of Covenants, Conditions and Q. Restrictions, dated December 27, 2000, and recorded among the Land Records in Liber S.M. No. 14927, folio 512, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Fifteenth Supplemental Declaration of Covenants, Conditions and Restrictions, R. dated January 12, 2001, and recorded among the Land Records in Liber S.M. No. 15002, folio 218, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Sixteenth Supplemental Declaration of Covenants, Conditions and Restrictions, S. dated January 25, 2001, and recorded among the Land Records in Liber S.M. No. \_\_\_\_\_, folio \_\_\_ Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Seventeenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated March 22, 2001, and recorded among the Land Records in Liber S.M. No. , folio \_\_\_\_, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By this Eighteenth Supplementary Declaration of Covenants, Conditions and Restrictions, Declarant desires to add by annexation to the Carriage Homes at the Pointe Community the real property described in Exhibit A attached hereto (the "Additional Property"), so that the Additional Property will be subject to the Initial Declaration, become a part of and be included within the definition of the Property as defined in the Initial Declaration, and be developed as part of the Carriage Homes at the Pointe Community, provided, however, to the extent any Additional Property is encumbered by the Initial Declaration and the legal title to such Additional Property is not conveyed to a person or entity other than Declarant, Declarant may, by recordation of an amendment to the Initial Declaration among the Land Records of Baltimore County, Maryland, remove the unconveyed Additional Property from the operation and effect of the Initial Declaration. Immediately following recordation of such amendment the Additional Property which has not been conveyed shall be treated as though this Supplemental Declaration has never encumbered such Additional Property. The Additional Property is part of the annexable property described in the Initial Declaration.

#### EIGHTEENTH SUPPLEMENTARY DECLARATION

Pursuant to Article III, Section 2 the Initial Declaration, Declarant hereby 1. covenants, agrees and declares that the Additional Property is hereby annexed and made subject to

Inder Date: 01-10-2023 Document not for resale

the Initial Declaration, as a part of and included within the property as defined in the Initial Declaration.

- 2. Except as expressly set forth herein, the terms and provisions of the Initial Declaration not inconsistent with this Supplementary Declaration shall remain in full force and effect, unmodified by the terms and provisions of this Supplementary Declaration.
- 3. This Supplementary Declaration and all rights and obligations hereunder shall be governed by and construed under the laws of the State of Maryland.
- 4. All capitalized terms used in this Supplementary Declaration shall have the same meaning as in the Initial Declaration, except as may otherwise be expressly set forth in this Supplementary Declaration.
- 5. The Initial Declaration together with all supplementary declarations thereto recorded in the Land Records subsequent to this Supplementary Declaration shall be collectively referred to as the "Declaration."
- 6. The Declarant hereby declares that the property described in <u>Exhibit A</u> attached hereto shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Initial Declaration, as noted on the plat described in <u>Exhibit A</u>. <u>Exhibit A</u> which is attached hereto is incorporated herewith as an integral part of this Supplementary Declaration.

WITNESS the hands and seals of the parties hereto on the date herein above first

WITNESS/ATTEST:

written,

DECLARANT

DOTTIE JENSEM, Trustee, on behalf of Kevin McDonald and Dottie Jensen, Trustees

MARY/AND STATE OF CALIFORNIA CITY/COUNTY OF BALTIMOL

I HEREBY CERTIFY, that on this <u>20</u>-day of March, 2001, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared **DOTTIE JENSEN**, Trustee, known to me, or satisfactorily proven to be the person whose name is subscribed to this **Eighteenth Supplemental Declaration of Covenants**, Conditions and Restrictions, and who acknowledged that she executed the same for the purposes contained herein.

BALTIMORE COUNTY (COUNTY (Land Records) (MSA CE 62313953) BOOK SM 15098 10 0142. Printed 02/04/2010. Online

Address: 105 Rangeford Dr Order Date: 01-10-2023

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires:

THE UNDERSIGNED HEREBY CERTIFIES THAT THE ABOVE INSTRUMENT HAS BEEN PREPARED BY OR UNDER THE SUPERVISION OF THE BELOW ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND.

Seth M. Rotenberg

REVIEWED FOR BATTMORE COUNTY REQUIREMENTS;

ASSETTANT COUNTY ATTORNEY OFFICE OF LAW

SALTIMORE COUNTY 6/30/11/1 6/OURT (Land Records) [MSA CE 62-14953] Book SM 15098 6 0143, Printed 02/04/2010, Online 03/08/2005. Address: 105 Rangeford Dr

Order Date: 01:40-2023

#### **EXHIBIT A**

#### Additional Property

BEING that Lot shown and designated as Lot Nos. 439 and 440 as shown on those Subdivision Plats entitled "Plat 1 of 3, Area 3EA, Owings Mills New Town - 'The Pointe" and "Plat 3 of 3 & Resubdivision of Area 4AB & Stormwater Management Pond Number 6, Owings Mills New Town - The Pointe", located in the Second Election District of Baltimore County, Maryland, which plats are recorded among the Land Records of Baltimore County, Maryland on June 30, 1999, in Plat Book S.M. No. 71, folio 125-126.

Return To: Janice Portney 233 E. Redwood Street Baltimore, Maryland 21202

EAL IMORE COUNTY 6/13/11/15/0URT (Land Records) IMSA CE 629/1953) BOOK SM 15/09/15/01/14, Printed 02/04/2010. Online
33/08/2005. 3/21/01 Address: 105 Rangeford Dr

<u>4</u> 0075098 THE IMP FU SURE \$ 5.00 (Type or Print in Black Ink Only—All Copies Must Be Legble)
( Check Box If Addendum Intake Form is Attached.) ÉCORDING FEE Type(a) 1 n<del>gal</del> Mas Other Mortgage Other Alech Deed of Instruments Blk # 688 Deed of Trust Lease BC Mer 82' 5891 Unimproved Sale Multiple Accounts Not an Arms 2 Conveyance Type Check Box Improved Sale 03:31 FB Arms-Length [3] Lougth Sale [9] Arms-Length [2] Arms-Length [1] Recordation Tax Exemptions State Transfer (If Applicable) Olteor Explain Authority County Transfer Finance Office Use Only Consideration Amount 4 Transfer and Recordation Tax Consideration Purchase Price/Consideration \$ Consideration Any New Mortgage Transfer Tax Consideration and Tax Balance of Existing Morigage )% Calculations Less Exemption Amount \$ Other Total Transfer Tax Recordation Tax Consideration \$ Other:  $r^{\prime}$ ) per \$500 = TOTAL DUE Foli Cash Value Doc. 2 Amount of Fees 5 20.00 Recording Charge Foos Tax Bill: 5.20 \$ Surcharge State Recordation Tax C.B. Credit: State Transfer Tax County Transfer Tax Ag. Tax/Other: Other Var. LOG District | Property Tax ID No. (1) | Grantor Liber/Folio Parcel No. 8 (5) escription of SqFUAcreage (4) Lot (3a) Block (3b) Sect/AR(3c) Plat Ref. Subdivision Name Property SDAT requires 439-440 Binter Location/Address of Property Being Conveyed (2) submission of all 6 FITOHHUL RD + 9708 FITOH HICE RD
Other Property Identifiers (if applicable) Water Meter Account No. 9706 FITCH HILL RD applicable information A maximum of 40 characters will be Residential 🗌 or Non-Residential 🔲 | Fee Simple 🗋 or Grount Rent 🗍 Amount: indexed in accordance with the priority cited in Partial Conveyance? Yes No Description/Amt. of SqFt/Acreage Transferred: Real Property Article Section 3-104(g)(3)(i). If Partial Conveyance, List Improvements Conveyed: Doc. 2 - Grantor(s) Name(s) Doc. 1 - Grantor(s) Name(s) 7 Kevin McDonald Transferred Leas Doc. 1 - Owner(s) of Record, if Different from Grantor(s) From Doc. 2 - Owner(s) of Record, if Different from Grantor(s) Doc. 2 - Grantec(s) Name(s) Doc. 1 - Grantec(s) Name(s) B Transferred ١٠. To New Owner's (Grantee) Mailing Address Doc. 2 - Additional Names to be Indexed (Optional) Doc. 1 - Additional Names to be Indexed (Optional) Other Names to Be Indexed Instrument Submitted By or Contact Person Return to Contact Person 10 Contact/Mail Information RYLHAD . TIO PARENAY PL Hold for Pickup 11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER Yes No Will the property being convoyed be the grantee's principal residence? TRANSFER 1 Director of I BALTIMORE Assessment No Does transfer include personal property? If yes, identify: Information Yes No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required). Assessment Use Only - Do Not Write Below This Line
| Aericultural Varification | Whole | I Part Assessment Use Only - Do Not write Below Inis Line

| Comparison | Com Tran. Process Verification Assigned Properly No.: Block Lot Occ. Cd. IT COURT (Land Records) INDA Distribution: White - Ciert's Ollice Canary - SDAT Plak - Ollice of Finance Plak - Ollice of Finance Goldancod - Preparer Ann.-GC-200 Italists 03/04/2005



# CARRIAGE HOMES AT THE POINTE COMMUNITY ASSOCIATION, INC.

### NINETEENTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS NINETEENTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Supplemental Declaration") made this 44 to day of February, 2001, by KEVIN McDONALD and DOTTIE JENSEN, TRUSTEES (individually and collectively, the "Declarant").

#### RECITALS

- A. Whereas, Kevin McDonald and Dottie Jensen executed a certain Declaration of Covenants, Conditions and Restrictions dated September 28, 1999, and recorded among the Land Records of Baltimore County, Maryland (the "Land Records") in Liber S.M. No. 14237, folio 511, et seq., (the "Initial Declaration") establishing Carriage Homes at the Pointe Community Association, Inc. Said covenants, conditions and restrictions constitute a general scheme of development for the Carriage Homes at the Pointe Community included in the Initial Declaration with respect to the use and occupancy thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Carriage Homes at the Pointe Community and enhancing the quality of life therein.
- B. Whereas, the Initial Declaration provides for the annexing of additional land within the Carriage Homes at the Pointe Community Association, Inc. to bring such additional land within the scheme of the Initial Declaration and subject to all respect thereto.
- C. The Declarant desire to supplement the Initial Declaration to have the additional land described in Exhibit A attached hereto, subject to the Initial Declaration.
- D. By First Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 8, 2000, and recorded among the Land Records in Liber S.M. No. 14315, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- E. By Second Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14360, folio 001, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- F. By Third Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14359, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.

BALTIMORE GEODETITE PROBLET (Land Renords) (MSA CE 62-14953) Book SM 15098 p. 0152. Printed 02/04/2010. Online 03/08/2005. 2/12/01 ACCUSS: 105 Range for G-LV

Order Date: 01-10-2023

Document not for resale

- G. By Fourth Supplemental Declaration of Covenants, Conditions and Restrictions, dated May 15, 2000, and recorded among the Land Records in Liber S.M. No. 14522, folio 576, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- H. By Fifth Supplemental Declaration of Covenants, Conditions and Restrictions, dated June 16, 2000, and recorded among the Land Records in Liber S.M. No. 14559, folio 60, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- I. By Sixth Supplemental Declaration of Covenants, Conditions and Restrictions, dated August 28, 2000, and recorded among the Land Records in Liber S.M. No. 14706, folio 206, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- J. By Seventh Supplemental Declaration of Covenants, Conditions and Restrictions, dated September 28, 2000, and recorded among the Land Records in Liber S.M. No. 14799, folio 295, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- K. By Eighth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 16, 2000, and recorded among the Land Records in Liber S.M. No. 14799, folio 300, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- L. By Ninth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 18, 2000, and recorded among the Land Records in Liber S.M. No. 14873, folio 451, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- M. By Tenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 24, 2000, and recorded among the Land Records in Liber S.M. No. 14817, folio 182, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- N. By Eleventh Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 27, 2000, and recorded among the Land Records in Liber S.M. No. 14912, folio 291, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- O. By Twelfth Supplemental Declaration of Covenants, Conditions and Restrictions, dated November 27, 2000, and recorded among the Land Records in Liber S.M. No. 14912, folio 277, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.

BALTIMORE CCD0077337685550FOURT-(Land-Records) (MSA CE 62-14953) Book-SM 15998- p. 0153- Printed 02/04/2010- Online-03/08/2005. 2/12/01

P.	Ву	Thirteent	h Supp	lemental	Declaration	n of	'Covenants,	Condit	ions	and
Restrictions,	dated	December	7, 2000,	and reco	rded among	the L	and Records	in Liber	S.M.	No.
14912, folio:	283, I	eclarant an	nexed cer	tain addi	tional land, r	nore fi	ally describe	d therein,	subje	ct to
the Initial De			*		•		•	•	•	

- Q. By Fourteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated December 27, 2000, and recorded among the Land Records in Liber S.M. No. 14927, folio 512, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Fifteenth Supplemental Declaration of Covenants, Conditions and Restrictions. R. dated January 12, 2001, and recorded among the Land Records in Liber S.M. No. \_\_\_\_\_, folio Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Sixteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated January 25, 2001, and recorded among the Land Records in Liber S.M. No. \_\_\_\_\_, folio Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Seventeenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated January 25, 2001, and recorded among the Land Records in Liber S.M. No. , Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- ŢŢ\_ By Eighteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 12, 2001, and recorded among the Land Records in Liber S.M. No. folio , Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration:
- ٧. By this Nineteenth Supplementary Declaration of Covenants, Conditions and Restrictions, Declarant desires to add by annexation to the Carriage Homes at the Pointe Community the real property described in Exhibit A attached hereto (the "Additional Property"), so that the Additional Property will be subject to the Initial Declaration, become a part of and be included within the definition of the Property as defined in the Initial Declaration, and be developed as part of the Carriage Homes at the Pointe Community, provided, however, to the extent any Additional Property is encumbered by the Initial Declaration and the legal title to such Additional Property is not conveyed to a person or entity other than Declarant, Declarant may, by recordation of an amendment to the Initial Declaration among the Land Records of Baltimore County, Maryland, remove the unconveyed Additional Property from the operation and effect of the Initial Declaration. Immediately following recordation of such amendment the Additional Property which has not been conveyed shall be treated as though this Supplemental Declaration has never encumbered such Additional Property. The Additional Property is part of the annexable property described in the Initial Declaration.

·Addréss: 105 Rangeford Dr

> Order Date: 01-10-2023 Document not for resale

03/08/2005.

2/20/01

#### NINETEENTH SUPPLEMENTARY DECLARATION

- Pursuant to Article III, Section 2 the Initial Declaration, Declarant hereby covenants, agrees and declares that the Additional Property is hereby annexed and made subject to the Initial Declaration, as a part of and included within the property as defined in the Initial Declaration.
- Except as expressly set forth herein, the terms and provisions of the Initial 2. Declaration not inconsistent with this Supplementary Declaration shall remain in full force and effect, unmodified by the terms and provisions of this Supplementary Declaration.
- This Supplementary Declaration and all rights and obligations hereunder shall be governed by and construed under the laws of the State of Maryland.
- All capitalized terms used in this Supplementary Declaration shall have the same meaning as in the Initial Declaration, except as may otherwise be expressly set forth in this Supplementary Declaration.
- The Initial Declaration together with all supplementary declarations thereto recorded in the Land Records subsequent to this Supplementary Declaration shall be collectively referred to as the "Declaration."
- The Declarant hereby declares that the property described in Exhibit A attached hereto shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Initial Declaration, as noted on the plat described in Exhibit A. Exhibit A which is attached hereto is incorporated herewith as an integral part of this Supplementary Declaration.

WITNESS the hands and seals of the parties hereto on the date herein above first written.

WITNESS/ATTEST:

DECLARANT

(SEAL) DOTTIE JENSEN, Trustee, on behalf of Kevin McDonald and Dottie Jensen, Trustees

STATE OF <del>CALIFÓRN</del>IA CITY/COUNTY OF Baltz

I HEREBY CERTIFY, that on this 14 day of February, 2001, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared DOTTIE JENSEN. Trustee, known to me, or satisfactorily proven to be the person whose name is subscribed to this Nineteenth Supplemental Declaration of Covenants, Conditions and Restrictions, and who acknowledged that she executed the same for the purposes contained herein.

ты. Тімок сонужуваны почения (Land Records) (MSA CE 62 14953) Book SM 15098. р. 0155. Printed 02/04/2010, Online 705 Rangalom Ur n Vogrands. 2/12/01

Inder Date: 01:10-2023

AS WITNESS my hand and Notarial Seal.

My Commission Expires: //-0/-0/

THE UNDERSIGNED HEREBY CERTIFIES THAT THE ABOVE INSTRUMENT HAS BEEN PREPARED BY OR UNDER THE SUPERVISION OF THE BELOW ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND.

Reviewed For Boetomore County Requirements.

Septell OFC 04-03-01

ASSISTMAT COUNTY ATTOCHEY

OVETCE OF LAW

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BALTIMORE COM SO 12/2/3/2/47 GOURT (Land Records) IMSA CE 62-14953) Book SM 15098 P. 0156. Printed 02/04/2010. Online 03/08/2005. Address: 105 Rangeford Dr

### **EXHIBIT A**

#### Additional Property

BEING those Lots shown and designated as Lot Nos. 443 and 444, as shown on the Subdivision Plat entitled "Plat 2 of 3, Area 3EA, Owings Mills New Town - 'The Pointe'", located in the Second Election District of Baltimore County, Maryland, which plat is recorded among the Land Records of Baltimore County, Maryland on May 17, 2000, in Plat Book S.M. No. 72, folio 110.

Return To:
Janice Portney
233 E. Redwood Street
Baltimore, Maryland 21202

-BALTIMORE COME (1995) 1995 (Column Capel Records) (MSA CE 62-14953) Book SM 15098 p. 0157. Printed 02/04/2010. Online 03/08/2005. 2/12/01

Order Date: 01-10-2023

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	nation provided is for the use of the Clerk's Office, State Department of Assessments and Taxanon, and County Finance Office only.  (Type or Print in Black Ink Only—All Coyles Must Be Legible)  (Cype or Print in Black Ink Only—All Coyles Must Be Legible)  (Cype or Print in Black Ink Only—All Coyles Must Be Legible)  (Cype or Print in Black Ink Only—All Coyles Must Be Legible)  (Cype or Print in Black Ink Only—All Coyles Must Be Legible)										5.00 20.00	
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TRANSFER TAX NOT REQUIRED Director of Budget and Finance BALTHAGHE COUNTY MARYLAND

CARRIAGE HOMES AT THE POINTE COMMUNITY ASSOCIATION, INC.

Avihorized Signature \_Sec 33-139∆<sub>E.c</sub>

#### TWENTIETH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS TWENTIETH SUPPLEMENTAL DECLARATION OF COVENANTS. CONDITIONS AND RESTRICTIONS (this "Supplemental Declaration") made this 💆 day of March, 2001, by KEVIN McDONALD and DOTTIE JENSEN, TRUSTEES (individually, and collectively, the "Declarant"). RECORDING FEE

TOTAL

#### RECITALS

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- Whereas, Kevin McDonald and Dottie Jensen executed a certain Declaration of Covenants, Conditions and Restrictions dated September 28, 1999, and recorded among the Land Records of Baltimore County, Maryland (the "Land Records") in Liber S.M. No. 14237, folio 511, et seq., (the "Initial Declaration") establishing Carriage Homes at the Pointe Community Association, Inc. Said covenants, conditions and restrictions constitute a general scheme of development for the Carriage Homes at the Pointe Community included in the Initial Declaration with respect to the use and occupancy thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Carriage Homes at the Pointe Community and enhancing the quality of life therein.
- Whereas, the Initial Declaration provides for the annexing of additional land within the Carriage Homes at the Pointe Community Association, Inc. to bring such additional land within the scheme of the Initial Declaration and subject to all respect thereto.
- The Declarant desire to supplement the Initial Declaration to have the additional land described in Exhibit A attached hereto, subject to the Initial Declaration.
- By First Supplemental Declaration of Covenants, Conditions and Restrictions, dated D. February 8, 2000, and recorded among the Land Records in Liber S.M. No. 14315, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Second Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14360, folio 001, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Third Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14359, folio 707. Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.

50 PARKWAY-DRIVE #540 HANOVER, MD 21076

EALTIMORE CONDITIONS OURT (Land Records) [MSA GE 62-14953] Book SM 15098, p. 0165. Printed 02/04/20 AND TITLE COMPANY Nedreso: 106 Rangetord

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- G. By Fourth Supplemental Declaration of Covenants, Conditions and Restrictions, dated May 15, 2000, and recorded among the Land Records in Liber S.M. No. 14522, folio 576, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- H. By Fifth Supplemental Declaration of Covenants, Conditions and Restrictions, dated June 16, 2000, and recorded among the Land Records in Liber S.M. No. 14559, folio 60, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- I. By Sixth Supplemental Declaration of Covenants, Conditions and Restrictions, dated August 28, 2000, and recorded among the Land Records in Liber S.M. No. 14706, folio 206, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- J. By Seventh Supplemental Declaration of Covenants, Conditions and Restrictions, dated September 28, 2000, and recorded among the Land Records in Liber S.M. No. 14799, folio 295, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- K. By Eighth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 16, 2000, and recorded among the Land Records in Liber S.M. No. 14799, folio 300, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- L. By Ninth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 18, 2000, and recorded among the Land Records in Liber S.M. No. 14873, folio 451, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- M. By Tenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 24, 2000, and recorded among the Land Records in Liber S.M. No. 14817, folio 182, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- N. By Eleventh Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 27, 2000, and recorded among the Land Records in Liber S.M. No. 14912, folio 291, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- O. By Twelfth Supplemental Declaration of Covenants, Conditions and Restrictions, dated November 27, 2000, and recorded among the Land Records in Liber S.M. No. 14912, folio 277, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.

BALT:MORE: CO196766922839560URT-(Land Records) (MSA CE 82-14953) Book SM 15096 p. 0166. Printed 02/04/2010. Online 03/08/2005. 3/5/01 Address TU5 Frange 1010 Br

- By Thirteenth' Supplemental Declaration of Covenants, Conditions and Restrictions, dated December 7, 2000, and recorded among the Land Records in Liber S.M. No. 14912, folio 283, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Fourteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated December 27, 2000, and recorded among the Land Records in Liber S.M. No. 14927, folio 512, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Fifteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated January 12, 2001, and recorded among the Land Records in Liber S.M. No. 15002, folio 218. Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Sixteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated January 25, 2001, and recorded among the Land Records in Liber S.M. No. \_ Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- T. By Seventeenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated January 25, 2001, and recorded among the Land Records in Liber S.M. No. , folio \_\_\_\_, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Eighteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 12, 2001, and recorded among the Land Records in Liber S.M. No. , folio \_\_\_\_, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Nineteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 14, 2001, and recorded among the Land Records in Liber S.M. No. , folio , Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By this Twentieth Supplementary Declaration of Covenants, Conditions and Restrictions, Declarant desires to add by annexation to the Carriage Homes at the Pointe Community the real property described in Exhibit A attached hereto (the "Additional Property"), so that the Additional Property will be subject to the Initial Declaration, become a part of and be included within the definition of the Property as defined in the Initial Declaration, and be developed as part of the Carriage Homes at the Pointe Community, provided, however, to the extent any Additional Property is encumbered by the Initial Declaration and the legal title to such Additional Property is not conveyed to a person or entity other than Declarant, Declarant may, by recordation of an amendment to the Initial Declaration among the Land Records of Baltimore County, Maryland, remove the unconveyed Additional Property from the operation and effect of the Initial

SALTIMORE COBO (167, Printed 02/04/2010, Online Address: 105 Rangeford Dr Crder Date: 01-10-2023

Declaration, Immediately following recordation of such amendment the Additional Property which has not been conveyed shall be treated as though this Supplemental Declaration has never encumbered such Additional Property. The Additional Property is part of the annexable property described in the Initial Declaration.

#### TWENTIETH SUPPLEMENTARY DECLARATION

- Ï. Pursuant to Article III, Section 2 the Initial Declaration, Declarant hereby covenants, agrees and declares that the Additional Property is hereby annexed and made subject to the Initial Declaration, as a part of and included within the property as defined in the Initial Declaration.
- Except as expressly set forth herein, the terms and provisions of the Initial Declaration not inconsistent with this Supplementary Declaration shall remain in full force and effect, unmodified by the terms and provisions of this Supplementary Declaration.
- This Supplementary Declaration and all rights and obligations hereunder shall be governed by and construed under the laws of the State of Maryland,
- All capitalized terms used in this Supplementary Declaration shall have the same meaning as in the Initial Declaration, except as may otherwise be expressly set forth in this Supplementary Declaration. 舵
- The Initial Declaration together with all supplementary declarations thereto recorded in the Land Records subsequent to this Supplementary Declaration shall be collectively referred to as the "Declaration."
- 6. The Declarant hereby declares that the property described in Exhibit A attached hereto shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Initial Declaration, as noted on the plat described in Exhibit A. Exhibit A which is attached hereto is incorporated herewith as an integral part of this Supplementary Declaration.

WITNESS the hands and seals of the parties hereto on the date herein above first written.

WITNESS/ATTEST:

DECLARANT

DOTTIE JENSEN Trustee, on behalf of Kevin McDonald and Dottie Jensen, Trustees

- Order: KMXBLC497

BAL IMORE COLINGE(A)探疫到了的URT\_(L'and Records) [MSA CE 62-14953] Book SM 15098, p. 0168. Printed 02/04/2010. Online

<sup>‡</sup> Order Date: 01-10-2023 Document not for resale

STATE OF CALIFORNIA
CITY/COUNTY OF Saltings

I HEREBY CERTIFY, that on this Lorday of March, 2001, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared DOTTIE JENSEN, Trustee, known to me, or satisfactorily proven to be the person whose name is subscribed to this Twentieth Supplemental Declaration of Covenants, Conditions and Restrictions, and who acknowledged that she executed the same for the purposes contained herein.

AS WITNESS my hand and Notarial Seal.

Segan X. Knowse (SEAL)
Notary Public /

My Commission Expires: 11-01-01

THE UNDERSIGNED HEREBY CERTIFIES THAT THE ABOVE INSTRUMENT HAS BEEN PREPARED BY OR UNDER THE SUPERVISION OF THE BELOW ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND.

Paul J. Burk

REVIEWED FOR BANDINGE CONJUY REGULEMENTS:

ASSISTANT COUNTY ATTORNEY
OFFICE OX LAW

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EALTIMORE COUNTY การ ครั้ง เป็น เลือน เมื่อ เม

\*Order Date: 01-10-2023 Document not for resals 10# 4964

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### **EXHIBIT A**

## Additional Property

BEING those Lots shown and designated as Lot Nos. 421 and 422, as shown on the Subdivision Plat entitled "Plat 2 of 3, Area 3EA, Owings Mills New Town - 'The Pointe", located in the Second Election District of Baltimore County, Maryland, which plat is recorded among the Land Records of Baltimore County, Maryland on May 17, 2000, in Plat Book S.M. No. 72, folio 110.

Return To: Janice Portney 233 E. Redwood Street Baltimore, Maryland 21202

RYLAND TITLE COMPANY 7250 PARKWAY DRIVE #540 HANOVER, MD 21076

BALTIMORE COMENGING GOURT (Land Records) IMSA CE 623 4953) BOOK SM 15089; 20170 Edited 02/04/2010 Online 03/08/2005. 3/5/01

Order Date: 01-10-2023

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Administrator Reports Document Management

## **Document Expiration Report**

Welcome back, Carolyn Carpenter I User Center | Logout

Export to Excel Documents Expiration Report

Barradetter News	Document Type	Expiration Date	# of Days
***************************************	Insurance Dec Page	•	-18
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Dorsey's Search Homeowners Association inc.	Budget	12-31-2018	-18
Ellicott Meadows Condominium Association II, Inc.	Insurance Dec Page		-17
Ellicott Meadows Condominium Association II, Inc.	·· -	12-31-2018	-18
Ellicott Meadows Condominium Association, Inc	Budget	12-31-2018	-18
Fairbrook Community Association Inc.	Budget Insurance Dec Page		-3
Fieldcrest HOA		12-31-2018	~ -18
Fontana Lane Condominium	Budget	12-31-2018	-18
Garrison Ridge Condominium	Budget Budget	01-01-2019	-17
Hunt Club Estates Community Association Inc.	-		-17
Legacy at Lincoln Park Homeowners Association Inc.	Insurance Dec Page	12-31-2018	-0 -18
Legacy at Lincoln Park Homeowners Association Inc.	Budget		-10 -18
Maple Ridge Homeowners Association Inc.	Budget	12-31-2018	-10 -18
McDonogh Oaks Homeowners Association Inc.	Budget	12-31-2018	-10 -18
McDonogh Township Sections 1 2 3 and 4 Homeowners Association Inc.		12-31-2018	-10 -18
Sanctuary Homeowners Association, Inc.	Budget	12-31-2018	-10 -17
Shadow Oak Condominium	Insurance Dec Page		-17 -18
Sloop Cove Landing Homeowners Association Inc.	Budget	12-31-2018	
Sloop Cove Landing Homeowners Association Inc.	Insurance Dec Page		-9 40
Snowden Ridge Community Association, Inc.	Budget	12-31-2018	-18
Station North Homeowners Association Inc."	Budget	12-31-2018	-18
Stonegate at Patapsco Section II Homeowners Association inc.	Budget	12-31-2018	-18
Stone Lake Community Association Inc. 160	Budget	12-31-2018	-18
The Kings Wood Association Inc.	Budget	12-31-2018	-18
The Lakes at Chaddsford Homeowners Association Inc.	Budget	12-31-2018	-18
The Legends of Turf Valley Homeowners Association Inc.	Budget	12-31-2018	-18
The Millwood Homeowners Association Inc.	Insurance Dec Pag		-118
The Rivers Edge at Piney Orchard Homeowners Association inc.	Budget	12-31-2018	-18
The Stonegate Homeowners Association Inc.	Budget	12-31-2018	-18
The Villages of Winterset Section 1B Homeowners Association Inc.	Budget	12-31-2018	-18
Villages of Winterset Community Association Inc.	Budget	12-31-2018	-18
Warfield Condo II-A	Budget	12-31-2018	-18
Washingtonville Addition Homeowners Association, Inc.	Budget	12-31-2018	-18
Waterford Mill Homeowners Association, Inc.	Budget	12-31-2018	-18
Willowood Homeowners Association Inc.	Budget	12-31-2018	-18
Wyndham Woods Homeowners Association <sup>เ</sup> กc.	Budget	12-31-2018	-18

\* Order: KMXBL C487 \* Address: 105 Pangeford Or - Order Uate: 01-10-2023 . Document not for resals : Home Whoel Your.



## CARRIAGE HOMES AT THE POINTE COMMUNITY ASSOCIATION, INC.

IMP FD SURE & RECORDING FEE TOTAL

Rest BAG TWENTY-FIRST SUPPLEMENTAL DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

Hay 01, 2001

11:34 am

THIS TWENTY-FIRST SUPPLEMENTAL DECLARATION COVENANTS, CONDITIONS AND RESTRICTIONS (this "Supplemental Declaration") made: this 2rd day of April, 2001, by KEVIN McDONALD and DOTTIE JENSEN, TRUSTEES (individually and collectively, the "Declarant").

#### RECITALS

- Á. Whereas, Kevin McDonald and Dottie Jensen executed a certain Declaration of Covenants, Conditions and Restrictions dated September 28, 1999, and recorded among the Land-Records of Baltimore County, Maryland (the "Land Records") in Liber S.M. No. 14237, folio 511, et seq., (the "Initial Declaration") establishing Carriage Homes at the Pointe Community Association, Inc. Said covenants, conditions and restrictions constitute a general scheme of development for the Carriage Homes at the Pointe Community included in the Initial Declaration with respect to the use and occupancy thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Carriage Homes at the Pointe Community and enhancing the quality of life therein.
- Whereas, the Initial Declaration provides for the annexing of additional land within the Carriage Homes at the Pointe Community Association, Inc. to bring such additional land within the scheme of the Initial Declaration and subject to all respect thereto.
- The Declarant desire to supplement the Initial Declaration to have the additional land described in Exhibit A attached hereto, subject to the Initial Declaration.
- D. By First Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 8, 2000, and recorded among the Land Records in Liber S.M. No. 14315, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- E. By Second Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14360, folio 001, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Third Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14359, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.

BALT:MORE COUNTY SIRCUITO COURT (Land Records) [MSA CE 62-15018] Book 03/08/2005.

Address: 105 Rangefo**Rate** 

Order Date: 01-10-2023

Document not for resale HomeWiseDocs

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- By Fourth Supplemental Declaration of Covenants, Conditions and Restrictions, dated May 15, 2000, and recorded among the Land Records in Liber S.M. No. 14522, folio 576, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Fifth Supplemental Declaration of Covenants, Conditions and Restrictions, dated H. June 16, 2000, and recorded among the Land Records in Liber S.M. No. 14559, folio 60, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Sixth Supplemental Declaration of Covenants, Conditions and Restrictions, dated August 28, 2000, and recorded among the Land Records in Liber S.M. No. 14706, folio 206, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Seventh Supplemental Declaration of Covenants, Conditions and Restrictions, dated September 28, 2000, and recorded among the Land Records in Liber S.M. No. 14799, folio 295, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Eighth Supplemental Declaration of Covenants, Conditions and Restrictions, K. dated October 16, 2000, and recorded among the Land Records in Liber S.M. No. 14799, folio 300, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Ninth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 18, 2000, and recorded among the Land Records in Liber S.M. No. 14873, folio 451, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Tenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 24, 2000, and recorded among the Land Records in Liber S.M. No. 14817, folio 182, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Eleventh Supplemental Declaration of Covenants, Conditions and Restrictions. dated October 27, 2000, and recorded among the Land Records in Liber S.M. No. 14912, folio 291, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Twelfth Supplemental Declaration of Covenants, Conditions and Restrictions, dated November 27, 2000, and recorded among the Land Records in Liber S.M. No. 14912, folio 277, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.

BAL TIMORE CC) நிறு திருத்து நிறு Part (Land Records) (MSA CE 62-15018) Book SM 15163, p. 0171. Printed 02/04/2010. Online 105 Rangeford Dr

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Additional Property is encumbered by the Initial Declaration and the legal title to such Additional Property is not conveyed to a person or entity other than Declarant, Declarant may, by recordation of an amendment to the Initial Declaration among the Land Records of Baltimore County, Maryland, remove the unconveyed Additional Property from the operation and effect of the Initial Declaration. Immediately following recordation of such amendment the Additional Property which has not been conveyed shall be treated as though this Supplemental Declaration has never encumbered such Additional Property. The Additional Property is part of the annexable property described in the Initial Declaration.

### TWENTY-FIRST SUPPLEMENTARY DECLARATION

- 1. Pursuant to Article III, Section 2 the Initial Declaration, Declarant hereby covenants, agrees and declares that the Additional Property is hereby annexed and made subject to the Initial Declaration, as a part of and included within the property as defined in the Initial Declaration.
- 2. Except as expressly set forth herein, the terms and provisions of the Initial Declaration not inconsistent with this Supplementary Declaration shall remain in full force and effect, unmodified by the terms and provisions of this Supplementary Declaration.
- 3. This Supplementary Declaration and all rights and obligations hereunder shall be governed by and construed under the laws of the State of Maryland.
- 4. All capitalized terms used in this Supplementary Declaration shall have the same meaning as in the Initial Declaration, except as may otherwise be expressly set forth in this Supplementary Declaration.
- 5. The Initial Declaration together with all supplementary declarations thereto recorded in the Land Records subsequent to this Supplementary Declaration shall be collectively referred to as the "Declaration."
- 6. The Declarant hereby declares that the property described in <u>Exhibit A</u> attached hereto shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Initial Declaration, as noted on the plat described in <u>Exhibit A</u>, <u>Exhibit A</u> which is attached hereto is incorporated herewith as an integral part of this Supplementary Declaration.

Address: 105 Rangeford Dr Order Date: 01-10-2023

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written.	•	•
WITNESS/ATTEST:		DECLARANT
Vada Ranz		DOTTIE JENSEN, Trustee, on behalf of

WITNESS the hands and seals of the parties hereto on the date herein above first

STATE OF CALIFORNIA CITY/COUNTY OF Baltimore

I HEREBY CERTIFY, that on this Aday of April, 2001, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared DOTTIE JENSEN, Trustee, known to me, or satisfactorily proven to be the person whose name is subscribed to this Twenty-First Supplemental Declaration of Covenants, Conditions and Restrictions, and who acknowledged that she executed the same for the purposes contained herein.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: /1-01-01

Kevin McDonald and Dottie Jensen, Trustees

THE UNDERSIGNED HEREBY CERTIFIES THAT THE ABOVE INSTRUMENT HAS BEEN PREPARED BY OR UNDER THE SUPERVISION OF THE BELOW ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND.

Sherri R. Heyman

REQUIREMENTS

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EALTIMORE COUNTY CHICAGO (Land Records) [MSA CE 82-15018] Book SM 15163, p. 0174. Printed 02/04/2010. Online

Address: 105 Rangeford Dr Order Date: 01-10-2023 L.0#94

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#### EXHIBIT A

#### **Additional Property**

BEING those Lots shown and designated as Lot Nos. 445 and 446, as shown on the Subdivision Plat entitled "Plat 2 of 3, Area 3EA, Owings Mills New Town - 'The Pointe'", located in the Second Election District of Baltimore County, Maryland, which plat is recorded among the Land Records of Baltimore County, Maryland on May 17, 2000, in Plat Book S.M. No. 72, folio 110.

Return To: Janice Portney 233 E. Redwood Street Baltimore, Maryland 21202

BALTIMORE COUNTY CIRCLETO COURT (Land Records) (MSA CE 62-15018) Book SM 15163, p. 0175. Printed 02/04/2010. Online

Address: 105 Rangeford Dr Order Date: 01-10-2023



### CARRIAGE HOMES AT THE POINTE COMMUNITY ASSOCIATION, INC.

### TWENTY-SECOND SUPPLEMENTAL DECLARATION OF CO CONDITIONS AND RESTRICTIONS

DECLARATION THIS TWENTY-SECOND SUPPLEMENTAL COVENANTS, CONDITIONS AND RESTRICTIONS (this "Supplemental Declaration") made this 67 day of April, 2001, by KEVIN McDONALD and DOTTIE JENSEN, TRUSTEES (individually and collectively, the "Declarant").

#### RECITALS

- Whereas, Kevin McDonald and Dottie Jensen executed a certain Declaration of Covenants, Conditions and Restrictions dated September 28, 1999, and recorded among the Land Records of Baltimore County, Maryland (the "Land Records") in Liber S.M. No. 14237, folio 511, et seq., (the "Initial Declaration") establishing Carriage Homes at the Pointe Community Association, Inc. Said covenants, conditions and restrictions constitute a general scheme of development for the Carriage Homes at the Pointe Community included in the Initial Declaration with respect to the use and occupancy thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Carriage Homes at the Pointe Community and enhancing the quality of life therein.
- Whereas, the Initial Declaration provides for the annexing of additional land within the Carriage Homes at the Pointe Community Association, Inc. to bring such additional land within the scheme of the Initial Declaration and subject to all respect thereto.
- The Declarant desire to supplement the Initial Declaration to have the additional land described in Exhibit A attached hereto, subject to the Initial Declaration.
- By First Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 8, 2000, and recorded among the Land Records in Liber S.M. No. 14315, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Second Supplemental Declaration of Covenants, Conditions and Restrictions, E. dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14360, folio 001, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Third Supplemental Declaration of Covenants, Conditions and Restrictions. dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14359, folio 707. Declarant annexed certain additional land, more fully described therein, subject to the Initial TRANSFER TAX NOT REQUIRED Declaration. Director of Budget and l'inance BALTIMORE COUNTY MARYLAND

EALTIMORE COMOTIVE GROUNT (Land Records) [MSA CE 62/15018] Book SM 15163 p. 0182. Park

Address: 105 Rangeford Dr4/27/U sec 33-139 Dec

Order Date: 01-10-202

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- G. By Fourth Supplemental Declaration of Covenants, Conditions and Restrictions, dated May 15, 2000, and recorded among the Land Records in Liber S.M. No. 14522, folio 576, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- H. By Fifth Supplemental Declaration of Covenants, Conditions and Restrictions, dated June 16, 2000, and recorded among the Land Records in Liber S.M. No. 14559, folio 60, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- I. By Sixth Supplemental Declaration of Covenants, Conditions and Restrictions, dated August 28, 2000, and recorded among the Land Records in Liber S.M. No. 14706, folio 206, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- J. By Seventh Supplemental Declaration of Covenants, Conditions and Restrictions, dated September 28, 2000, and recorded among the Land Records in Liber S.M. No. 14799, folio 295, Declarant amnexed certain additional land, more fully described therein, subject to the Initial Declaration.
- K. By Eighth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 16, 2000, and recorded among the Land Records in Liber S.M. No. 14799, folio 300, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- L. By Ninth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 18, 2000, and recorded among the Land Records in Liber S.M. No. 14873, folio 451, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- M. By Tenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 24, 2000, and recorded among the Land Records in Liber S.M. No. 14817, folio 182, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- N. By Eleventh Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 27, 2000, and recorded among the Land Records in Liber S.M. No. 14912, folio 291, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- O. By Twelfth Supplemental Declaration of Covenants, Conditions and Restrictions, dated November 27, 2000, and recorded among the Land Records in Liber S.M. No. 14912, folio 277, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.

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- P. By Thirteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated December 7, 2000, and recorded among the Land Records in Liber S.M. No. 14912, folio 283, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- Q. By Fourteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated December 27, 2000, and recorded among the Land Records in Liber S.M. No. 14927, folio 512, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- R. By Fifteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated January 12, 2001, and recorded among the Land Records in Liber S.M. No. 15002, folio 218, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- S. By Sixteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated January 25, 2001, and recorded among the Land Records in Liber S.M. No. 1509 % folio 1155 Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- T. By Seventeenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated January 25, 2001, and recorded among the Land Records in Liber S.M. No. 150 98, folio 126, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- U. By Eighteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 12, 2001, and recorded among the Land Records in Liber S.M. No. 1509B, folio 132, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- V. By Nineteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 14, 2001, and recorded among the Land Records in Liber S.M. No. 1509, folio 152, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- W. By Twentieth Supplemental Declaration of Covenants, Conditions and Restrictions, dated March 8, 2001, and recorded among the Land Records in Liber S.M. No. 150.93, folio 165 Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- X. By Twenty-First Supplemental Declaration of Covenants, Conditions and Restrictions, dated April \_\_, 2001, and recorded among the Land Records in Liber S.M. No. \_\_\_\_, folio \_\_\_, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.

BALTIMORE COLUNITY CHROLING COURT (Land Records) [MSA CE 62-15018] Book SM 15163, p. 0184, Printed 02/04/2010. Online 03/08/2005. 4/4/01

. Order Date: 01-10-2025

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By this Twenty-Second Supplementary Declaration of Covenants, Conditions and Restrictions, Declarant desires to add by annexation to the Carriage Homes at the Pointe Community the real property described in Exhibit A attached hereto (the "Additional Property"), so that the Additional Property will be subject to the Initial Declaration, become a part of and be included within the definition of the Properiseals, defined in the Initial Declaration, and be developed as part of the Carriage Homes at the Pointy Community, provided, however, to the extent any Additional Property is encumbered by the Initial Declaration and the legal title to such Additional Property is not conveyed to a person or entity other than Declarant, Declarant may, by recordation of an amendment to the Initial Declaration among the Land Records of Baltimore County. Maryland, remove the unconveyed Additional Property from the operation and effect of the Initial Declaration. Immediately following recordation of such amendment the Additional Property which has not been conveyed shall be treated as though this Supplemental Declaration has never encumbered such Additional Property. The Additional Property is part of the annexable property described in the Initial Declaration,

#### TWENTY-SECOND SUPPLEMENTARY DECLARATION

- Pursuant to Article III, Section 2 the Initial Declaration, Declarant hereby covenants, agrees and declares that the Additional Property is hereby annexed and made subject to the Initial Declaration, as a part of and included within the property as defined in the Initial Declaration.
- 2. Except as expressly set forth herein, the terms and provisions of the Initial Declaration not inconsistent with this Supplementary Declaration shall remain in full force and effect, unmodified by the terms and provisions of this Supplementary Declaration.
- This Supplementary Declaration and all rights and obligations hereunder shall be governed by and construed under the laws of the State of Maryland.
- 4. All capitalized terms used in this Supplementary Declaration shall have the same meaning as in the Initial Declaration, except as may otherwise be expressly set forth in this Supplementary Declaration.
- 5. The Initial Declaration together with all supplementary declarations thereto recorded in the Land Records subsequent to this Supplementary Declaration shall be collectively referred to as the 'Declaration."
- The Declarant hereby declares that the property described in Exhibit A attached hereto shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Initial Declaration, as noted on the plat described in Exhibit A. Exhibit A which is attached hereto is incorporated herewith as an integral part of this Supplementary Declaration.

DOC0878-R239-01

03/09/2005.

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My Commission Expires: //-01-01

written. DECLARANT WITNESS/ATTEST: Vada Ranie DOTTIE JENSEN. Trustee, on behalf of Kevin McDonald and Dottie Jensen, Trustees Marylan STATE OF <del>CALIFORN</del>IA CITY/COUNTY OF Bactin I HEREBY CERTIFY, that on this 4 th day of April, 2001, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared DOTTIE JENSEN, Trustee, known to me, or satisfactorily proven to be the person whose name is subscribed to this Twenty-Second Supplemental Declaration of Covenants, Conditions and Restrictions, and who acknowledged that she executed the same for the purposes contained herein. AS WITNESS my hand and Notarial Seal.

WITNESS the hands and seals of the parties hereto on the date herein above first

THE UNDERSIGNED HEREBY **CERTIFIES** THAT THE ABOVE INSTRUMENT HAS BEEN PREPARED BY OR UNDER THE SUPERVISION OF THE BELOW ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND.

REVIEWED FOR BALTIMORE COUNT

-: ALTIMORE COUNTY OF REALITY OF URT. (Land Records) (MSA CE.62-15018) Book SM 15-163; p. 0186. Printed 02/04/2010. Online

Address: 105 Rangeford Dr Order Date: 01-10-2023

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#### EXHIBIT A

## Additional Property

BEING those Lots shown and designated as Lot Nos. 449 and 450, as shown on the Subdivision Plat entitled "Plat 2 of 3, Area 3EA, Owings Mills New Town - 'The Pointe'", located in the Second Election District of Baltimore County, Maryland, which plat is recorded among the Land Records of Baltimore County, Maryland on May 17, 2000, in Plat Book S.M. No. 72, folio 110.

Return To: Janice Portney 233 E. Redwood Street Baltimore, Maryland 21202

BALTIMORE CONTENSING CONTENT (Land Records) IMSA CE 62350181856K SMI 16168 இவீதர், Edined 02/04/2010 . Online 02/04/2010 . Address: 105 Rangeford Dr

Order Date: 01-10-2023

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## CARRIAGE HOMES AT THE POINTE COMMUNITY ASSOCIATION, INC.

### TWENTY-THIRD SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS TWENTY-THIRD SUPPLEMENTAL DECLARATION COVENANTS, CONDITIONS AND RESTRICTIONS (this "Supplemental Declaration") made this 1<sup>57</sup> day of May, 2001, by KEVIN McDONALD and DOTTIE JENSEN, TRUSTEES (individually and collectively, the "Declarant").

#### RECITALS

- Whereas, Kevin McDonald and Dottie Jensen executed a certain Declaration of Covenants, Conditions and Restrictions dated September 28, 1999, and recorded among the Land Records of Baltimore County, Maryland (the "Land Records") in Liber S.M. No. 14237, folio 511, et seq., (the "Initial Declaration") establishing Carriage Homes at the Pointe Community Association, Inc. Said covenants, conditions and restrictions constitute a general scheme of development for the Carriage Homes at the Pointe Community included in the Initial Declaration with respect to the use and occupancy thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Carriage Homes at the Pointe Community and enhancing the quality of life therein.
- Whereas, the Initial Declaration provides for the annexing of additional land within the Carriage Homes at the Pointe Community Association, Inc. to bring such additional land within the scheme of the Initial Declaration and subject to all respect thereto.
- The Declarant desire to supplement the Initial Declaration to have the additional C. land described in Exhibit A attached hereto, subject to the Initial Declaration.
- By First Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 8, 2000, and recorded among the Land Records in Liber S.M. No. 14315, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Second Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14360, folio 001; Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- F. By Third Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14359, folio 707. Declarant annexed certain additional land, more fully described therein, subject to the Initial TRANSFER TAX NOT REQUIRED Declaration.

Director of Budget and Finance BAZIMORE COUNTY MARYLAND.

ია. TiMORE Cეკგეგევეცეკე COURT (Land Records) [MSA CE 62-15212] Book SM 15357, ი. 0090 ალ Authorized Signature

4/26/01

- G. By Fourth Supplemental Declaration of Covenants, Conditions and Restrictions, dated May 15, 2000, and recorded among the Land Records in Liber S.M. No. 14522, folio 576, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- H. By Fifth Supplemental Declaration of Covenants, Conditions and Restrictions, dated June 16, 2000, and recorded among the Land Records in Liber S.M. No. 14559, folio 60, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- I. By Sixth Supplemental Declaration of Covenants, Conditions and Restrictions, dated August 28, 2000, and recorded among the Land Records in Liber S.M. No. 14706, folio 206, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- J. By Seventh Supplemental Declaration of Covenants, Conditions and Restrictions, dated September 28, 2000, and recorded among the Land Records in Liber S.M. No. 14799, folio 295, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- K. By Eighth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 16, 2000, and recorded among the Land Records in Liber S.M. No. 14799, folio 300, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- L. By Ninth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 18, 2000, and recorded among the Land Records in Liber S.M. No. 14873, folio 451, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- M. By Tenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 24, 2000, and recorded among the Land Records in Liber S.M. No. 14817, folio 182, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- N. By Eleventh Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 27, 2000, and recorded among the Land Records in Liber S.M. No. 14912, folio 291, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration,
- O. By Twelfth Supplemental Declaration of Covenants, Conditions and Restrictions, dated November 27, 2000, and recorded among the Land Records in Liber S.M. No. 14912, folio 277, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.

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- P. By Thirteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated December 7, 2000, and recorded among the Land Records in Liber S.M. No. 14912, folio 283, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- Q. By Fourteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated December 27, 2000, and recorded among the Land Records in Liber S.M. No. 14927, folio 512, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- R. By Fifteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated January 12, 2001, and recorded among the Land Records in Liber S.M. No. 15002, folio 218, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- S. By Sixteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated January 25, 2001, and recorded among the Land Records in Liber S.M. No. 15098, folio 115, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- T. By Seventeenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated March 22, 2001, and recorded among the Land Records in Liber S.M. No. 15098, folio 126, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- U. By Eighteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated March 22, 2001, and recorded among the Land Records in Liber S.M. No. 15098, folio 139, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- V. By Nineteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 14, 2001, and recorded among the Land Records in Liber S.M. No. 15098, folio 152, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- W. By Twentieth Supplemental Declaration of Covenants, Conditions and Restrictions, dated March 8, 2001, and recorded among the Land Records in Liber S.M. No. 15098, folio 165, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- X. By Twenty-First Supplemental Declaration of Covenants, Conditions and Restrictions, dated April 2, 2001, and recorded among the Land Records in Liber S.M. No. \_\_\_\_\_, folio \_\_\_\_, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.

SALTIMORE COUNTY CRESULT COURT (Land Records) [MSA CE 62:15212] Book SM 15357 p. 0092; Printed 02/04/2010. Online 03/07/2005. 4/26/01

Order Date: 01-10-2023

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- By Twenty-Second Supplemental Declaration of Covenants, Conditions and Restrictions, dated April 6, 2001, and recorded among the Land Records in Liber S.M. No. , Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- Z. By this Twenty-Third Supplementary Declaration of Covenants, Conditions and Restrictions, Declarant desires to add by annexation to the Carriage Homes at the Pointe Community the real property described in Exhibit A attached hereto (the "Additional Property"), so that the Additional Property will be subject to the Initial Declaration, become a part of and be included within the definition of the Property as defined in the Initial Declaration, and be developed as part of the Carriage Homes at the Pointe Community, provided, however, to the extent any Additional Property is encumbered by the Initial Declaration and the legal title to such Additional Property is not conveyed to a person or entity other than Declarant, Declarant may, by recordation of an amendment to the Initial Declaration among the Land Records of Baltimore County, Maryland, remove the unconveyed Additional Property from the operation and effect of the Initial Declaration. Immediately following recordation of such amendment the Additional Property which has not been conveyed shall be treated as though this Supplemental Declaration has never encumbered such Additional Property. The Additional Property is part of the annexable property described in the Initial Declaration.

### TWENTY-THIRD SUPPLEMENTARY DECLARATION

- Pursuant to Article III, Section 2 the Initial Declaration, Declarant hereby covenants, agrees and declares that the Additional Property is hereby annexed and made subject to the Initial Declaration, as a part of and included within the property as defined in the Initial Declaration.
- Except as expressly set forth herein, the terms and provisions of the Initial Declaration not inconsistent with this Supplementary Declaration shall remain in full force and effect, unmodified by the terms and provisions of this Supplementary Declaration.
- 3. This Supplementary Declaration and all rights and obligations hereunder shall be governed by and construed under the laws of the State of Maryland,
- All capitalized terms used in this Supplementary Declaration shall have the same meaning as in the Initial Declaration, except as may otherwise be expressly set forth in this Supplementary Declaration.
- The Initial Declaration together with all supplementary declarations thereto recorded in the Land Records subsequent to this Supplementary Declaration shall be collectively referred to as the "Declaration."
- The Declarant hereby declares that the property described in Exhibit A attached hereto shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Initial Declaration, as noted on the plat

BALTIMORE COUNTY (RECURT (Land Records) [MSA CE 62 15212] BOOK SM 15357 D 10093. Printed 02/04/2010. Online 03/07/2005.

4/26/01

Address: 105 Rangeford Dr Order Date: 01-10-2023

described in Exhibit A. Exhibit A which is attached hereto is incorporated herewith as an integral part of this Supplementary Declaration.

WITNESS the hands and seals of the parties hereto on the date herein above first written.

WITNESS/ATTEST:

DECLARANT

DOTTIE JENSEN, Trustee, on behalf of Kevin McDonald and Dottie Jensen, Trustees

STATE OF CALIFORNIA CITY/COUNTY OF Baltimore

I HEREBY CERTIFY, that on this / day of May, 2001, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared DOTTIE JENSEN, Trustee, known to me, or satisfactorily proven to be the person whose name is subscribed to this Twenty-Third Supplemental Declaration of Covenants, Conditions and Restrictions, and who acknowledged that she executed the same for the purposes contained herein.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: //-0/-0/

THE UNDERSIGNED HEREBY THAT THE CERTIFIES INSTRUMENT HAS BEEN PREPARED BY OR UNDER THE SUPERVISION OF THE BELOW ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND.

REVIEWED FOR BALTIMORE COUNTY REDUILEMENTS: By: Source CL. Spec 06-11-01 · Office of The COUNTY ATTORNEY

- BALTIMORE GDUNTY (Land Recards) [MSA CE 62-152/2] Book SM 15357, p. 0094. Printed 02/04/2010. Online 03/07/2005. Address: 105 Rangeford Dr 4/26/01

Order Date: 01-10-2023

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### EXHIBIT A

#### **Additional Property**

BEING those Lots shown and designated as Lot Nos. 429 and 430, as shown on the Subdivision Plat entitled "Plat 2 of 3, Area 3EA, Owings Mills New Town - 'The Pointe", located in the Second Election District of Baltimore County, Maryland, which plat is recorded among the Land Records of Baltimore County, Maryland on May 17, 2000, in Plat Book S.M. No. 72, folio 110.

Return To: Janice Portney 233 E. Redwood Street Baltimore, Maryland 21202

TAI, TIMORE COLUND COURT (Land Records) (MSA CE 2-15212) Book SM 15357, p. 0095; Printed 02/04/2010; Online...
3/07/2005. 4/26/01 Address: 105 Range for d. Dr

Order Date: 01-10-2023 Document not for resale

## 0015366 515



RYLAND TITLE COMPANY 7250 PARKWAY DRIVE #540 HANOVER, MD 21076

## CARRIAGE HOMES AT THE POINTE COMMUNITY ASSOCIATION, INC.

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TWENTY-FIFTH SUPPLEMENTAL DECLARATION OF CO CONDITIONS AND RESTRICTIONS

THIS TWENTY-FIFTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Supplemental Declaration") made this <u>39</u> day of May, 2001, by KEVIN McDONALD and DOTTIE JENSEN, TRUSTEES (individually and collectively, the "Declarant").

#### RECITALS

- A. Whereas, Kevin McDonald and Dottie Jensen executed a certain Declaration of Covenants, Conditions and Restrictions dated September 28, 1999, and recorded among the Land Records of Baltimore County, Maryland (the "Land Records") in Liber S.M. No. 14237, folio 511, et seq., (the "Initial Declaration") establishing Carriage Homes at the Pointe Community Association, Inc. Said covenants, conditions and restrictions constitute a general scheme of development for the Carriage Homes at the Pointe Community included in the Initial Declaration with respect to the use and occupancy thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Carriage Homes at the Pointe Community and enhancing the quality of life therein.
- B. Whereas, the Initial Declaration provides for the annexing of additional land within the Carriage Homes at the Pointe Community Association, Inc. to bring such additional land within the scheme of the Initial Declaration and subject to all respect thereto.
- C. The Declarant desire to supplement the Initial Declaration to have the additional land described in Exhibit A attached hereto, subject to the Initial Declaration.
- D. By First Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 8, 2000, and recorded among the Land Records in Liber S.M. No. 14315, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- E. By Second Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14360, folio 001, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- F. By Third Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14359, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.

  \*\*RANSFER FAXINGT REQUIRED Transfer in Subject and Finance\*\*

Uned of Budget and Finance BACTIMORE COUNTY MARYLAND

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BALTIMORE COMOCOMARMS AND URT (Land Records) IMSA CE 62-15221) Book SM 15366, p. 0515. Printed (02

ACE 12-1522 11-1500k SM, 15300, p. v515. Fillines: O. Authorized Signature
Address: 105 Rangeford Deta 0 29-2001 Sec

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- G. By Fourth Supplemental Declaration of Covenants, Conditions and Restrictions, dated May 15, 2000, and recorded among the Land Records in Liber S.M. No. 14522, folio 576, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- H. By Fifth Supplemental Declaration of Covenants, Conditions and Restrictions, dated June 16, 2000, and recorded among the Land Records in Liber S.M. No. 14559, folio 60, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- I. By Sixth Supplemental Declaration of Covenants, Conditions and Restrictions, dated August 28, 2000, and recorded among the Land Records in Liber S.M. No. 14706, folio 206, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- J. By Seventh Supplemental Declaration of Covenants, Conditions and Restrictions, dated September 28, 2000, and recorded among the Land Records in Liber S.M. No. 14799, folio 295, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- K. By Eighth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 16, 2000, and recorded among the Land Records in Liber S.M. No. 14799, folio 300, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- L. By Ninth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 18, 2000, and recorded among the Land Records in Liber S.M. No. 14873, folio 451, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- M. By Tenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 24, 2000, and recorded among the Land Records in Liber S.M. No. 14817, folio 182, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- N. By Eleventh Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 27, 2000, and recorded among the Land Records in Liber S.M. No. 14912, folio 291, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- O. By Twelfth Supplemental Declaration of Covenants, Conditions and Restrictions, dated November 27, 2000, and recorded among the Land Records in Liber S.M. No. 14912, folio 277, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.

<u>БАСТІМОЯЕ СОБОЖОВЕТІЗОГО URT.(Land Records) (MSA CE 62-15221) Book SM 15366, b. 0516, Printed 02/04/2010- Online 03/07/2005. 5/24/01 Address: 105 Rangeford Dr</u>

Order Date: 01-10-2023
Document not for resale

- P: By Thirteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated December 7, 2000, and recorded among the Land Records in Liber S.M. No. 14912, folio 283, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- Q. By Fourteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated December 27, 2000, and recorded among the Land Records in Liber S.M. No. 14927, folio 512, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- R. By Fifteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated January 12, 2001, and recorded among the Land Records in Liber S.M. No. 15002, folio 218, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- S. By Sixteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated January 25, 2001, and recorded among the Land Records in Liber S.M. No. 15098, folio 115, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- T. By Seventeenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated March 22, 2001, and recorded among the Land Records in Liber S.M. No. 15098, folio 126, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- U. By Eighteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated March 22, 2001, and recorded among the Land Records in Liber S.M. No. 15098, folio 139, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- V. By Nineteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 14, 2001, and recorded among the Land Records in Liber S.M. No. 15098, folio 152, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- W. By Twentieth Supplemental Declaration of Covenants, Conditions and Restrictions, dated March 8, 2001, and recorded among the Land Records in Liber S.M. No. 15098, folio 165, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- X. By Twenty-First Supplemental Declaration of Covenants, Conditions and Restrictions, dated April 2, 2001, and recorded among the Land Records in Liber S.M. No. 15163, folio 170, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.

BALTIMORE СОНЧЕНИЯ БИГО (Land Records) (MSA CE 62-15221) Book SM 15366 p. 0517. Printed 02/04/2010. Online 03/07/2005. 5/24/01 Address: 105 Rangeford Di

Order Date: 01-10/2023

- By Twenty-Second Supplemental Declaration of Covenants, Conditions and Restrictions, dated April 6, 2001, and recorded among the Land Records in Liber S.M. No. 15163, folio 182, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- By Twenty-Third Supplemental Declaration of Covenants, Conditions and Restrictions, dated May 1, 2001, and recorded among the Land Records in Liber S.M. No. folio , Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- ÀA. By Twenty-Fourth Supplemental Declaration of Covenants, Conditions and Restrictions, dated May 18, 2001, and recorded among the Land Records in Liber S.M. No. , Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- BB. By this Twenty-Fifth Supplementary Declaration of Covenants, Conditions and Restrictions, Declarant desires to add by annexation to the Carriage Homes at the Pointe Community the real property described in Exhibit A attached hereto (the "Additional Property"), so that the Additional Property will be subject to the Initial Declaration, become a part of and be included within the definition of the Property as defined in the Initial Declaration, and be developed as part of the Carriage Homes at the Pointe Community, provided, however, to the extent any Additional Property is encumbered by the Initial Declaration and the legal title to such Additional Property is not conveyed to a person or entity other than Declarant, Declarant may, by recordation of an amendment to the Initial Declaration among the Land Records of Baltimore County, Maryland, remove the unconveyed Additional Property from the operation and effect of the Initial Declaration. Immediately following recordation of such amendment the Additional Property which has not been conveyed shall be treated as though this Supplemental Declaration has never encumbered such Additional Property. The Additional Property is part of the annexable property described in the Initial Declaration.

#### TWENTY-FIFTH SUPPLEMENTARY DECLARATION

- Pursuant to Article III, Section 2 the Initial Declaration, Declarant hereby covenants, agrees and declares that the Additional Property is hereby annexed and made subject to the Initial Declaration, as a part of and included within the property as defined in the Initial Declaration.
- Except as expressly set forth herein, the terms and provisions of the Initial Declaration not inconsistent with this Supplementary Declaration shall remain in full force and effect, unmodified by the terms and provisions of this Supplementary Declaration.
- This Supplementary Declaration and all rights and obligations hereunder shall be governed by and construed under the laws of the State of Maryland.

\_4 -BAL/TIMORE\_COHUMOSARGHSGARGHSGACOURT (Land Records) [MSA ©E:62:4522/I] Book SM 15366( ந்.0518, Printed 02/04/2010, Online 03/07/2005.

Address: 105 Rangeford Dr

- All capitalized terms used in this Supplementary Declaration shall have the same meaning as in the Initial Declaration, except as may otherwise be expressly set forth in this Supplementary Declaration.
- The Initial Declaration together with all supplementary declarations thereto recorded in the Land Records subsequent to this Supplementary Declaration shall be collectively referred to as the "Declaration,"
- The Declarant hereby declares that the property described in Exhibit A 6. attached hereto shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Initial Declaration, as noted on the plat described in Exhibit A. Exhibit A which is attached hereto is incorporated herewith as an integral part of this Supplementary Declaration.

WITNESS the hands and seals of the parties hereto on the date herein above first written.

WITNESS/ATTEST:

DECLARANT

(SEAL) DOTTIE JENSEN, Trustee, on behalf of Kevin McDonald and Dottie Jensen, Trustees

STATE OF CALIFORNIA CITY/COUNTY OF Sall

I HEREBY CERTIFY, that on this 29 day of May, 2001, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared DOTTIE JENSEN, Trustee, known to me, or satisfactorily proven to be the person whose name is subscribed to this Twenty-Fifth Supplemental Declaration of Covenants, Conditions and Restrictions, and who acknowledged that she executed the same for the purposes contained herein.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 11-01-0

THE **ABOVE** THE UNDERSIGNED HEREBY CERTIFIES INSTRUMENT HAS BEEN PREPARED BY OR UNDER THE SUPERVISION THE BELOW ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF THE RES OF MARYLAND.

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BALTIMORE COBO 100 PROJECT (Land Records) (MSA-CE 62-15221) Book SM -15366, p. 0519 Printed 02/04/2010, Online 03/07/2005. 5/24/01

REVIEWED FOR BALTIMORE COUNTY

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#### **EXHIBIT A**

### Additional Property

BEING those Lots shown and designated as Lot Nos. 451 and 452, as shown on the Subdivision Plat entitled "Plat 2 of 3, Area 3EA, Owings Mills New Town - 'The Pointe'", located in the Second Election District of Baltimore County, Maryland, which plat is recorded among the Land Records of Baltimore County, Maryland on May 17, 2000, in Plat Book S.M. No. 72, folio 110.

Return To: Janice Portney 233 E. Redwood Street Baltimore, Maryland 21202

Order: KW63BLC497

BALTIMORE COLUMBIA GOURT. (Land Records) [MSACE 62-15221] Book SM-15366, pt. 0520; Printed: 02/04/2010; Online1.3/07/2005. 574/01

Order Date: 01-10-2023 Document not for resale

## CARRIAGE HOMES AT THE POINTE COMMUNITY ASSOCIATION, INC.

## TWENTY-SIXTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS TWENTY-SIXTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Supplemental Declaration") made this 6 day of July, 2001, by KEVIN McDONALD and DOTTIE JENSEN, TRUSTEES (individually and collectively, the "Declarant").

#### RECITALS

- A. Whereas, Kevin McDonald and Dottie Jensen executed a certain Declaration of Covenants, Conditions and Restrictions dated September 28, 1999, and recorded among the Land Records of Baltimore County, Maryland (the "Land Records") in Liber S.M. No. 14237, folio 511, et seq., (the "Initial Declaration") establishing Carriage Homes at the Pointe Community Association, Inc. Said covenants, conditions and restrictions constitute a general scheme of development for the Carriage Homes at the Pointe Community included in the Initial Declaration with respect to the use and occupancy thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Carriage Homes at the Pointe Community and enhancing the quality of life therein.
- B. Whereas, the Initial Declaration provides for the annexing of additional land within the Carriage Homes at the Pointe Community Association, Inc. to bring such additional land within the scheme of the Initial Declaration and subject to all respect thereto.
- C. The Declarant desire to supplement the Initial Declaration to have the additional land described in Exhibit A attached hereto, subject to the Initial Declaration.
- D. By First Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 8, 2000, and recorded among the Land Records in Liber S.M. No. 14315, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- E. By Second Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14360, folio 001, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- F. By Third Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 18, 2000, and recorded among the Land Records in Liber S.M. No. 14359, folio 707, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.

Order: KMXBLC497

BALTIMORE CONSTITUTE COURT (Land Records) MSA CE.62.15313] Book SM 15458, p. 0450. Printed 02/04/2010. Online 03/07/2005.

Document not for resale

- G. By Fourth Supplemental Declaration of Covenants, Conditions and Restrictions, dated May 15, 2000, and recorded among the Land Records in Liber S.M. No. 14522, folio 576, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- H. By Fifth Supplemental Declaration of Covenants, Conditions and Restrictions, dated June 16, 2000, and recorded among the Land Records in Liber S.M. No. 14559, folio 60, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- I. By Sixth Supplemental Declaration of Covenants, Conditions and Restrictions, dated August 28, 2000, and recorded among the Land Records in Liber S.M. No. 14706, folio 206, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- J. By Seventh Supplemental Declaration of Covenants, Conditions and Restrictions, dated September 28, 2000, and recorded among the Land Records in Liber S.M. No. 14799, folio 295, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- K. By Eighth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 16, 2000, and recorded among the Land Records in Liber S.M. No. 14799, folio 300, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- L. By Ninth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 18, 2000, and recorded among the Land Records in Liber S.M. No. 14873, folio 451, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- M. By Tenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 24, 2000, and recorded among the Land Records in Liber S.M. No. 14817, folio 182, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- N. By Eleventh Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 27, 2000, and recorded among the Land Records in Liber S.M. No. 14912, folio 291, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- O. By Twelfth Supplemental Declaration of Covenants, Conditions and Restrictions, dated November 27, 2000, and recorded among the Land Records in Liber S.M. No. 14912, folio 277, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.

EALTIMORE CONTINUE GOURT (Land Records) [MSA CE 62-15313] BOOK SM 15458, p. 0451; Printed 02/04/2010; Online 03/07/2005.

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Order Date: 01-10-2023

Document not for resale

- G. By Fourth Supplemental Declaration of Covenants, Conditions and Restrictions, dated May 15, 2000, and recorded among the Land Records in Liber S.M. No. 14522, folio 576, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- H. By Fifth Supplemental Declaration of Covenants, Conditions and Restrictions, dated June 16, 2000, and recorded among the Land Records in Liber S.M. No. 14559, folio 60, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- I. By Sixth Supplemental Declaration of Covenants, Conditions and Restrictions, dated August 28, 2000, and recorded among the Land Records in Liber S.M. No. 14706, folio 206, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- J. By Seventh Supplemental Declaration of Covenants, Conditions and Restrictions, dated September 28, 2000, and recorded among the Land Records in Liber S.M. No. 14799, folio 295, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- K. By Eighth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 16, 2000, and recorded among the Land Records in Liber S.M. No. 14799, folio 300, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- L. By Ninth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 18, 2000, and recorded among the Land Records in Liber S.M. No. 14873, folio 451, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- M. By Tenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 24, 2000, and recorded among the Land Records in Liber S.M. No. 14817, folio 182, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- N. By Eleventh Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 27, 2000, and recorded among the Land Records in Liber S.M. No. 14912, folio 291, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- O. By Twelfth Supplemental Declaration of Covenants, Conditions and Restrictions, dated November 27, 2000, and recorded among the Land Records in Liber S.M. No. 14912, folio 277, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.

EXLTIMORE-C 9951060 R3201 GOURT (Land Records) [MSA CE 62-15313] Book SM 15458, p. 0451, Printed 02/04/2010. Online 03/07/2005.

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- P. By Thirteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated December 7, 2000, and recorded among the Land Records in Liber S.M. No. 14912, folio 283, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- Q. By Fourteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated December 27, 2000, and recorded among the Land Records in Liber S.M. No. 14927, folio 512, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- R. By Fifteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated January 12, 2001, and recorded among the Land Records in Liber S.M. No. 15002, folio 218, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- S. By Sixteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated January 25, 2001, and recorded among the Land Records in Liber S.M. No. 15098, folio 115, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- T. By Seventeenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated March 22, 2001, and recorded among the Land Records in Liber S.M. No. 15098, folio 126, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- U. By Eighteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated March 22, 2001, and recorded among the Land Records in Liber S.M. No. 15098, folio 139, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- V. By Nineteenth Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 14, 2001, and recorded among the Land Records in Liber S.M. No. 15098, folio 152, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- W. By Twentieth Supplemental Declaration of Covenants, Conditions and Restrictions, dated March 8, 2001, and recorded among the Land Records in Liber S.M. No. 15098, folio 165, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- X. By Twenty-First Supplemental Declaration of Covenants, Conditions and Restrictions, dated April 2, 2001, and recorded among the Land Records in Liber S.M. No. 15163, folio 170, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.

CACTIMORE CONNTINE COURT (Land Records) (MSA CE 82-15313) BOOK SM: 15458; p. 0452. Printed 02/04/20 10. Online 10:07/2005. 7/6/01 Address: 105 Rangeford Dr

Order Date: 01-10-2023

- Y. By Twenty-Second Supplemental Declaration of Covenants, Conditions and Restrictions, dated April 6, 2001, and recorded among the Land Records in Liber S.M. No. 15163, folio 182, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- Z. By Twenty-Third Supplemental Declaration of Covenants, Conditions and Restrictions, dated May 1, 2001, and recorded among the Land Records in Liber S.M. No. 15357, folio 090, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- AA. By Twenty-Fourth Supplemental Declaration of Covenants, Conditions and Restrictions, dated May 18, 2001, and recorded among the Land Records in Liber S.M. No. 15334, folio 238, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- BB. By Twenty-Fifth Supplemental Declaration of Covenants, Conditions and Restrictions, dated May 29, 2001, and recorded among the Land Records in Liber S.M. No. 15366, folio 515, Declarant annexed certain additional land, more fully described therein, subject to the Initial Declaration.
- CC. By this Twenty-Sixth Supplementary Declaration of Covenants, Conditions and Restrictions, Declarant desires to add by annexation to the Carriage Homes at the Pointe Community the real property described in <a href="Exhibit A">Exhibit A</a> attached hereto (the "Additional Property"), so that the Additional Property will be subject to the Initial Declaration, become a part of and be included within the definition of the Property as defined in the Initial Declaration, and be developed as part of the Carriage Homes at the Pointe Community, provided, however, to the extent any Additional Property is encumbered by the Initial Declaration and the legal title to such Additional Property is not conveyed to a person or entity other than Declarant, Declarant may, by recordation of an amendment to the Initial Declaration among the Land Records of Baltimore County, Maryland, remove the unconveyed Additional Property from the operation and effect of the Initial Declaration. Immediately following recordation of such amendment the Additional Property which has not been conveyed shall be treated as though this Supplemental Declaration has never encumbered such Additional Property. The Additional Property is part of the annexable property described in the Initial Declaration.

## TWENTY-SIXTH SUPPLEMENTARY DECLARATION

- 1. Pursuant to Article III, Section 2 the Initial Declaration, Declarant hereby covenants, agrees and declares that the Additional Property is hereby annexed and made subject to the Initial Declaration, as a part of and included within the property as defined in the Initial Declaration.
- 2. Except as expressly set forth herein, the terms and provisions of the Initial Declaration not inconsistent with this Supplementary Declaration shall remain in full force and effect, unmodified by the terms and provisions of this Supplementary Declaration.

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Order Date: 01-10-2023 Docum<mark>ent not for resals</mark>

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- This Supplementary Declaration and all rights and obligations hereunder shall be governed by and construed under the laws of the State of Maryland.
- All capitalized terms used in this Supplementary Declaration shall have the same meaning as in the Initial Declaration, except as may otherwise be expressly set forth in this Supplementary Declaration.
- The Initial Declaration together with all supplementary declarations thereto recorded in the Land Records subsequent to this Supplementary Declaration shall be collectively referred to as the "Declaration."
- 6. The Declarant hereby declares that the property described in Exhibit A attached hereto shall be held, transferred, sold, conveyed and occupied subject to the covenants. restrictions, easements, charges and liens set forth in the Initial Declaration, as noted on the plat described in Exhibit A. Exhibit A which is attached hereto is incorporated herewith as an integral part of this Supplementary Declaration.

WITNESS the hands and seals of the parties hereto on the date herein above first written.

WITNESS/ATTEST:

DECLARANT

DOTTIE JENSEN, Trustee, on behalf of Kevin McDonald and Dottie Jensen, Trustees

STATE OF GALIFORNIA CITY/COUNTY OF Anes

I HEREBY CERTIFY, that on this //day of July, 2001, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared DOTTIE JENSEN, Trustee, known to me, or satisfactorily proven to be the person whose name is subscribed to this Twenty-Sixth Supplemental Declaration of Covenants, Conditions and Restrictions, and who acknowledged that she executed the same for the purposes contained herein.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: //-01-

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TAL TIMORE CCENTION HELDE DECLIRE (Land Records) (MSA GE 62-15313) Book SM 15458 - 0454 Printed 02/04/2010, Online Address: 105 Rangeford Dr

Order Date: 01-10-2023

03/07/2005. 7/6/01

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THE UNDERSIGNED HEREBY CERTIFIES THAT THE ABOVE INSTRUMENT HAS BEEN PREPARED BY OR UNDER THE SUPERVISION OF THE BELOW ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND.

Seth M. Rotenberg

TEALTIMORE CORRECTION TO THE COURT (Land Records) [MSA CE 62-15313] Book SM 15458-p- 0455. Printed 02/04/2010. Online 03/07/2005. 7/6/01

Order Date: 01-10-2023

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### **EXHIBIT A**

### Additional Property

BEING those Lots shown and designated as Lot Nos. 423 and 424, as shown on the Subdivision Plat entitled "Plat 2 of 3, Area 3EA, Owings Mills New Town - 'The Pointe'", located in the Second Election District of Baltimore County, Maryland, which plat is recorded among the Land Records of Baltimore County, Maryland on May 17, 2000, in Plat Book S.M. No. 72, folio 110.

Return To:
Janice Portney
233 E. Redwood Street
Baltimore, Maryland 21202

Order KA7XB1 C497

BALTIMORE CODOTOGNIR 1232-10 COURT (Land-Records)-(MSACE 62-15313) Book SM 15458, p. 0456, Printed 02/04/2010, Online -- 03/07/2005. 7/6/01 Address: 105 Rangeford Dr

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Section 3-104(g)(3)(l).	If Partial Conveyance, List	Improvemen	ts Conveyed:			
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8 Transferred	Doc. 1 - G	rantee(s) Nan	ne(s)	Doc, 2	2 - Grantce(s) Name	(a)
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# DECLARATION OF COVENANTS AND LIEN FOR WATER AND SEWER FACILITIES CHARGES

THIS DECLARATION OF COVENANTS AND LIEN FOR WATER AND SEWER FACILITIES CHARGES (hereinafter referred to as "Declaration") is made this \( \gamma^{\frac{1}{2}} \) day of \( \sum\_{\text{septended}} \), 1999, by **DOTTIE JENSEN and KEVIN McDONALD**, Trustees (hereinafter referred to as "Declarant") and **NEW TOWN SERVICE**, **LLC**, a Maryland limited liability company (hereinafter referred to as "Developer") and **AHMANSON RESIDENTIAL DEVELOPMENT** hereinafter referred to as "Secured Party").

WHEREAS, Declarant is the owner in fee simple of real property described in Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as "Property"); and

WHEREAS, Secured Party is the secured party pursuant to a "Deed of Trust and Security Agreement", dated May 21, 1987 and recorded among the Land Records of Baltimore County in Liber S.M. No. 7541, folio 413 (hereinafter referred to as "Deed of Trust"), and Secured Party has joined herein for the sole purpose of subordinating the Deed of Trust to the legal operation and effect of the terms of this Declaration and agreeing to terms of Sections 16, 17, 18 and 21 hereof.

WHEREAS, Declarant intends to have Developer construct water and sewer facilities to serve the Property; and

WHEREAS, Declarant and Developer intend to create on the Property a community consisting of fifty-five (55) single family carriage home building lots by virtue of subdivision plats recorded or intended to be recorded among the Plat Records of Baltimore County, Maryland, said planned community to be known as "Carriage Homes at the Pointe" (each hereinafter referred to individually as the "Lot" and collectively as the "Lots" or the "Development"); and

WHEREAS, Declarant has determined that public sewer and public water will benefit the Lots and, upon subdivision of the Property (hereinafter referred to as the "Subdivision"), will benefit the owners of the Lots within the Development and the Development generally; and

WHEREAS, the design, development and construction of a gravity sewer interceptor and water main, and lateral lines pumping equipment or facilities and other related equipment (hereinafter referred to as "Facilities") is necessary to provide the Lots with public water and sewer service; and

31361

ARBOR-CITY RESEARCH, INC. P.O. BOX 88 BALTIMORE, MD 21203

Order: KIVIXBLC497

Address: 105 Residered Dr

Order: PREAD 2023

Charles Bot Horses at the Pointe
Charles Bot Horses at the Pointe

WHEREAS, the Facilities will touch and concern the land by providing the Property and, upon Subdivision, the Lots therein with access to public water and sewer service, which service is not available to the Lots unless and until the Facilities are constructed; and

WHEREAS, Baltimore County, Maryland (hereinafter the "County") has not and will not construct the Facilities and pursuant to Baltimore County Code § 26-246 et seq. captioned the "Baltimore County Public and Private Improvement Bill", Baltimore County has authorized and directed private land developers to cause construction of Facilities and to charge an assessment reasonably calculated to cover their cost; and

WHEREAS, Declarant, its successors and assigns have executed one or more utility agreements with the County to provide Facilities to the Property; and

WHEREAS, Declarant and Developer, as partial payment to Developer for utility work agreed to have been undertaken by Developer (and now to be undertaken by others as hereinafter set forth), desire to establish a covenant upon the Property for the benefit of Developer, and to provide that upon Subdivision, there shall be a lien for charges ("Sewer and Water Facilities Charges") upon each Lot, whereby a portion of the costs related to the design, development, construction and installation of the Facilities shall be paid to the Developer by the owners of each Lot, and their respective representatives, heirs, successors and assigns, in equal annual installments, amortized over a period of thirty (30) years, beginning on the date set forth in paragraph 7 hereof, such payments together with late charges and costs of collection as set forth below being hereinafter referred to as "Facilities Charges"; and

WHEREAS, maintenance of the Facilities would have been a responsibility of Declarant or Developer or their successors and assigns and now shall be the obligation of others as hereinafter set forth until such time as an agreement is reached for the County to assume responsibility for the same; and

WHEREAS, after the Facilities construction is complete, water and sewer service supplied to and used by the owners of Lots within the Development shall be the responsibility of the County, and the County may charge said Lot owners for water and sewer service usage from time to time, to be paid by Lot owners as billed by the County, such charges being in addition to, and not in lieu of or duplicative of, the Sewer and Water Facilities Charges established herein; and

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WHEREAS, the Declarant desires that the covenant and agreement to pay the Sewer and Water Facilities Charges to the Developer shall be a covenant and agreement running with the land and binding upon each Lot Owner and their respective successors and assigns, and the Property is subject to the covenants and agreements hereinafter set forth, as both a benefit and a burden to the Property and as part of and in furtherance of the general plan of development for Lots comprising the Development.

# NOW THEREFORE WITNESSETH:

That for and in consideration of the premises and the liabilities incurred by Declarant and which would have been incurred by Developer (now to be incurred by others as set forth herein), and the performance of the covenants, agreements and conditions hereinafter set forth, Declarant does hereby establish, covenant and subject all of the Property to the following.

- 1. <u>Incorporation of Recitals</u>. The foregoing recitals are incorporated herein as a substantive part of this Declaration.
- 2. Assignment. The Declarant hereby assigns to Developer all Declarant's right to collect the Sewer and Water Facilities Charges imposed by this Declaration.
- 3. Property Subject to Declaration. Declarant does hereby subject all of the Property and each Lot in the Development to the Sewer and Water Facilities Charges and covenants, agreements, conditions and charges hereinafter set forth. These Sewer and Water Facilities Charges and covenants, agreements, conditions and charges shall be binding upon Declarant, Developer, Secured Party, and their respective successors and assigns, upon all of the Property, upon the owners of each Lot created by Subdivision of the Property, and upon their respective representatives, heirs, successors and assigns and shall constitute a lien or encumbrance on each Lot in the Development with respect to which the Sewer and Water Facilities Charges are made.
- 4. Required Notices. By acceptance of title to any Lot in the Development, each Lot owner from the time of acquiring title thereto shall be held to have covenanted and agreed to pay to Developer, its successors and assigns: a) all Sewer and Water Facilities Charges as provided for in this Declaration, which are due and unpaid at the time the Lot owner acquires title, b) all Sewer and Water Facilities Charges as provided for in this

Order: Kiv8kBLC497

Address: 105 Kangeford Dr — Order Date: 01-10-2023 Document not for resale HomeWiseDocs Declaration thereafter falling due, as long as the Lot owner shall hold title of record, without the right in any event to reimbursement from Developer for charges which Lot owner may pay in advance. If an owner of all or a portion of the Property or any Lot sells, assigns, conveys, transfers or otherwise disposes (including judicial sale by foreclosure or otherwise) of all or a portion of the Property or a Lot, the owner shall: (a) provide notice to its successor, in sales information and in any purchase agreement or required advertisement, of the terms and conditions of this Declaration, in accordance with the requirements of Baltimore County Code, § 26-241 et seq., as amended from time to time; and (b) require that the same notice be included in any future sales information, purchase agreement, assignment, conveyance, transfer or required advertisement or other disposition of the Property. The notice required by this Section 3 shall be substantially in form and substance as follows:

"NOTICE TO PURCHASERS OF REAL ESTATE IN BALTIMORE COUNTY:

This property is subject to a fee or assessment charged under authority granted to Developer pursuant to \$26-246 of the Baltimore County Code which purports to cover or defray the cost of installing all or part of the public water or sewer facilities constructed by the developer of the Subdivision known as Carriage Homes at the Pointe. This fee or assessment is \$487.92 payable annually in the month of September, payable to New Town Service, LLC, 9324 Lakeside Boulevard, Owings Mills, Maryland 21117 (hereinafter called "lienholder") from September 2000 until September 2030.\*\* There may be a right of prepayment or discount for early payment which may be ascertained by contacting the lienholder. The fee or assessment is a contractual obligation between the lienholder and each owner of this property, that runs with the land, and is not in any way a fee or assessment by Baltimore County."

\*\* Commencement of Charges - The dates shown are examples only. The fee or assessment shall commence as to each lot on the September following the date such lot is conveyed to an owner and a completed dwelling

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Address: 105 Hangsford Order Date: 01-10-2023 Document not for resale HameWiseFoos unit has been constructed thereon and continuing for 29 additional annual payments, thereafter.

- 5. Application to Lots. Upon Subdivision of the Property, each Lot shall be subject to this Declaration and to the Facilities Charges, and this Declaration shall constitute a lien and encumbrance upon the Lots with respect to unpaid Sewer and Water Facilities Charges.
- Obligation to Pay Charges. The owner of each Lot improved with a dwelling (including but not limited to single family houses, townhouses, multi-family houses, apartments and condominium units/elements) within the Development covenants and agrees, by acceptance of a deed of conveyance or other transfer of title of land for all or any portion of the Property, whether expressly stated in the deed or other instrument of transfer, that every such owner shall pay the Sewer and Water Facilities Charges described in Section 8 of this Declaration (unless prepaid as provided herein) due and unpaid at the time the Lot owner acquires title, and all Sewer and Water Facilities Charges installments thereafter becoming due during the period said owner shall hold record title to such Lot. Developer or its successors or assigns shall, within ten (10) business days from receipt of written request therefor, provide a written certificate to any Lot owner liable for Sewer and Water Facilities Charges, setting forth the status of such Sewer and Water Facilities Charges with respect to the subject Lot for which an inquiry is made, and the addressee of such certificate may rely upon the statements made therein, such that the certificate shall be binding upon Declarant, Developer or any other person or entity entitled to receive the Sewer and Facilities Charges.
- 7. Commencement of Charges. The Sewer and Water Facilities Charges shall commence as to each Lot, on either: a) the first day of the month following the date such Lot is conveyed to an owner and a substantially completed dwelling has been constructed thereon; or b) twenty-one (21) years from the date of recording this Declaration, which event shall first occur (the "Commencement Date"), and shall be due and payable thereafter in annual installments, in advance, on the first day of September in each successive year following the Commencement Date until fully paid.
- 8. Annual Installments; Late Charges. The annual installments for Sewer and Water Facilities Charges payable by the owner of each Lot in the Development, for a thirty (30) year term, shall be Four Hundred Eighty Seven Dollars and Ninety-Two

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- Address: 105 Rangeford Dr..... Order Date: 01-10-2023 Document not for resale - HomeWiseDocs. Cents (\$487.92) for each Lot. If any such charges remain unpaid for sixty (60) days after becoming due, there shall be a delinquent charge of one and one-half percent (1½%) per month beginning sixty (60)days after the charges are due, Developer may collect the delinquent charges by an action of assumpsit or by a bill in equity to enforce such charges, and any judgment or decree obtained, where the defendants have been served by summons or subpoena, shall have the force and effect of a judgment inpersona. Developer may sue, or file a bill in equity to enforce such charges, against the owner of record at the time such charge became due, or the owner of record of a Lot at the time such suit is filed or any owner of record between such dates, and publication thereof shall be notice to all persons having any interest in the Property.

- 9. Maryland Contract Lien Act. In addition to any other remedy or action which may be available, and without limitation, the covenants, agreements and conditions of this Declaration shall be enforceable pursuant to, and in accordance with, the Maryland Contract Lien Act, Annotated Code of Maryland, Real Property Article, § 14-201, et seq., as the same may be amended from time to time.
- 10. Invoices and Notices. All Sewer and Water Facilities Charges payable in accordance with this Declaration shall be paid in accordance with invoices and notices by Developer or its successors or assigns, from time to time to Lot owners within the Development. Failure to receive a Sewer and Water Facilities Charges invoice shall not relieve a Lot owner of a liability to pay same.
- 11. Limited Right to Use of Sewer and Water Facilities Charges and Additional Remedies. The right of each Lot owner to use the Facilities is subject to the terms, conditions and provisions set forth in this Declaration and to any rule or regulation now or hereafter adopted by Declarant or its successors or assigns for the safety, care, maintenance and proper operation of the Sewer and Water Facilities Charges. In addition to the remedies provided in the previous Paragraphs, enforcement of the obligation of payment of the Sewer and Water Facilities Charges and other enforcement of compliance with all covenants, agreements and conditions of this Declaration (and compliance with all rules and regulations promulgated pursuant to this Declaration) may be made by any action at law for damages or a suit in equity to enjoin any breach or violation or to enforce performance of any covenants, agreements, conditions, rule or regulation. Upon referral of an enforcement matter to an attorney, the Lot owner shall be responsible for the Developer's

Order: KAM6(BLC497

(or its successor's or assign's) costs of collection and/or enforcement, including without limitation, reasonable attorney's fees regardless of whether litigation is initiated. All remedies shall be cumulative. Any delay or any failure on any occasion to strictly enforce the terms of this Declaration shall not be deemed a waiver or modification of the right to strict enforcement on any subsequent occasion. This Declaration shall be binding upon and shall inure to the benefit of and shall be enforceable by Lot owners and the Developer, their respective heirs, successors and assigns as their interests may appear. Developer has the right to abate, cure, or remove any breach or violation of said provisions by any person or entity and to repair or otherwise correct any interruption in the safety and property operation of the Sewer and Water Facilities Charges caused or suffered by any Lot owner at the cost and expense of such Lot owner.

- 12. Covenant Running With the Land. Any sale, lease, mortgage, or other disposition or transfer of the Property or any lots created therein shall be subject in all respects to the lien, operation and effect of this Declaration. This Declaration shall be deemed a covenant running with the land, binding upon the Property and each and every Lot or other portion thereof, and inure to the benefit of and be binding upon Declarant and Developer, their respective successors and assigns and the present and future owners of each of the Lots and each of their respective personal representatives, executors, administrators, heirs, successors and assigns. Each Lot owner, their personal representatives, executors, administrators, heirs, successors and assigns further covenants to comply with the rules and regulations of this Declaration or as promulgated pursuant to this Declaration.
- 13. Annual Statement. Pursuant to the Baltimore County code, § 26-246 et. seq., Developer or its successors and assigns shall provide to each Lot owner an annual statement regarding the Sewer and Water Facilities Charges indicating the annual amount due, the remaining term and the total balance of the amount due; and each Lot owner shall have the right to prepay without penalty all or any part of the Sewer and Water Facilities Charges by discounting the annualized payments at an interest rate of six (6) percent to determine equivalent present worth.
- 14. Assignment. The rights and obligations of Declarant and Developer contained in this Declaration, including the right to collect the Sewer and Water Facilities Charges, may be assigned to any person or entity which will assume the rights and obligations and will have the same rights and obligations

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Address: 105 Rangaferd Dr
Order Date: 01-10-2023
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provided to Declarant and Developer herein (except for construction and maintenance of the Sewer and Water Facilities Charges, which shall be undertaken as herein set forth).

- 15. Effective Period. This Declaration shall be effective for a term of fifty (50) years from the date the Declaration is recorded, and its effect shall be automatically extended for successive periods of five (5) years until all Sewer and Water Facilities Charges set forth herein have either been paid or discharged and maintenance of the Sewer and Water Facilities Charges has been assumed and accepted by the County.
- 16. Amendments; Supplements. Declarant, its successors or assigns, may amend this Declaration or release it in its entirety, at any time and from time to time, prior to Subdivision of the Property, provided Developer joins in to evidence its consent to said amendment. After or concurrent with Subdivision of the Property, at the request of the Developer, its successors and assigns, Declarant, its successors or assigns, shall record supplemental declarations in order to affirm the application of this Declaration to sections and Lots within the Development. Failure to record said supplemental declarations shall not invalidate or otherwise affect the applicability of this Declaration to the Property and to each Lot created therein.
- 17. Joinder of Secured Party. Without the requirement of signing this Declaration, the Secured Party is deemed as joining in the execution of this Declaration for the sole purpose of subordinating the Deed of Trust to the full legal operation and effect of the terms of this Declaration, and agrees that upon a disclosure or other disposition of the lien and security interest held by Secured Party, its successors or assigns, the purchaser at foreclosure or otherwise, shall be bound by the terms and conditions of this Declaration. In the event of a foreclosure (or deed in lieu thereof) by the Secured Party, its successors and assigns, the Developer shall be entitled to receive the Sewer and Water Facilities Charges due pursuant to the provisions of this Declaration, without the necessity of Developer performing any construction or maintenance of facilities contemplated by this Declaration.
- 18. Binding Effect. The provisions of this Declaration shall be binding upon and inure to the benefit of the Declarant, Developer and Secured Party and their respective successors, heirs, assigns and representatives, and other subsequent parties in interest by virtue of a judicial sale and/or decree. Nothing in this Declaration shall be construed to impede, release, modify or abrogate the right of Baltimore County

Order MMRBLC497

to establish, collect and enforce in accordance with provisions of the Baltimore County Code, any sewer and water public facilities charges.

- 19. Reconfirmation of Obligations of This Declaration. Upon the request of the Declarant or the Developer, any subsequent owner of all or a portion of the Property shall execute such documentation reconfirming the obligations set forth in this Declaration, including any owner by way of foreclosure or other judicial sale.
- 20. <u>Headings</u>. Section headings in this Declaration are for ease of reference only and shall have no effect in construing the terms hereof.
- shall have the right by instrument duly recorded among Land Records of Baltimore County, which need only be agreed by the Declarant and the holder of any mortgage or similar lien on the portion of the Property then owned by the Declarant which is affected by the modification, to modify the provisions of this Declaration insofar as they relate to any portion of the Property which, at the time of recording of such modification is owned by the Declarant; except that if the modification is required by the Veterans Administration or the Federal Housing Administration, or any successor agencies thereto, as a condition of the approval by such agency of the Property or any part thereto as a condition of the approval by such agency of the Property or any Lot thereon, for federally approved mortgage financing purposes, the modification may relate to the entire Property and the consent by any Lot owner or holder of a lien shall not be required.

WITNESS the hands and seals of the parties hereto by their respective officers, with the intent that this shall be deemed an instrument under seal.

ATTEST:		DECLARANT:	
Keir M. Susch		dette Jensen	: (SEAL
•	•	Dottie Jensen, Trustee	.; •
ATTEST:		DEVELOPER: NEW TOWN SERVICE, LLC	

Name: Dottie Tensen Title: Vice President

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Address: 105 Kangerord Dr.
Order Date: 01-10-2023
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SECURED PARTY:
AHMANSON RESIDENTIAL DEVELOPMENT

By: Rolle Husen (SI

Name: Dottiel Tensen Title: Vice President

STATE OF MARYLAND, COUNTY OF Bolimos, TO WIT:

On this 17th day of September, 1999, before me, a notary public in and for the jurisdiction aforesaid, personally appeared Doffie Tensen, who being duly sworn, acknowledged that he is the Vice President of Almon Recidental Development and that this instrument was signed and sealed in behalf of said corporation as the act and deed of said corporation by his signature as President of such corporation, and the same was ratified by the Board of Directors and Stockholders of such corporation.

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

Notary Public Eve Neigho

My Commission Expires: 01/13/02

STATE OF MARYLAND, COUNTY OF Baltimae, TO WIT:

On this Indicated, 1999, before me, a notary public in and for the jurisdiction aforesaid, personally appeared to tenam, who being duly sworn, acknowledged that he she is the lie Prince of Amanana Residential Development, and that this instrument was signed and sealed in behalf of said corporation as the act and deed of said corporation by his signature as President of such corporation, and the same was ratified by the Board of Directors and Stockholders of such corporation.

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

<u>Order: KN**9**(BLC497</u>

"Address: 105 Rangeford Br Order Date: 01-10-2023 Document not for resale HomoWiseDocc Panula Erc. Hughes Notary Public.

My Commission Expires: ∞\13\02

STATE OF MARYLAND, COUNTY OF Balance, TO WIT:

On this job day of September, 1999, before me, a notary public in and for the jurisdiction aforesaid, personally appeared policy Jensey, who being duly sworn, acknowledged that he is the Vice published Atmosfar Residential Development and that this instrument was signed and sealed in behalf of said corporation as the act and deed of said corporation by his signature as President of such corporation, and the same was ratified by the Board of Directors and Stockholders of such corporation.

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

Panela Eve Hughes Notary Public

My Commission Expires: 01/13/02

THIS IS TO CERTIFY that this instrument was prepared by or under the supervision of Neil J. Schechter, counsel for Declarant. Neil J. Schechter is authorized to practice before the Court of Appeals of the State of Maryland.

7-- 01------

Order: KMKBLC497

# EXHIBIT A

All that land located in the Second Election District of Baltimore County, Maryland, shown as lots 400-420 on a Plat entitled "Plat 1 of 3, Area 3EA, Owings Mills New Town - 'The Pointe'" which Plat was recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. No. 71, folio 125 and shown as lots 436-440 on a Plat entitled "Plat 3 of 3 & Resubdivision of Area 4AB & Stormwater Management Pond Number 6, Owings Mills New Town - The Pointe", which Plats was recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. No. 71, folio 126.

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# CARRIAGE HOMES AT THE POINTE COMMUNITY ASSOCIATION

# Exterior Alteration Application

Mail To:

CARRIAGE HOMES AT THE POINTE ARCHITECTURAL

COMMITTEE

c/o MRA Property Management, Inc. 3445-C Box Hill Corporate Center Dr.

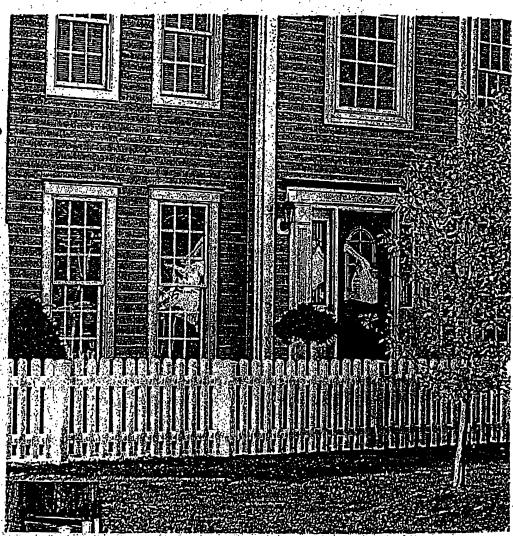
Abingdon, Maryland 21009

Phone: 410-515-7390

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(home) (work)		•
Full description of desired changes:		•
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If applying for approval of paint or stain, please attach a paint/stain chip, type and color. Pleas	م المامية م	,
drawing of proposed change, where applicable. Note the location of these changes on a copy	e mulude a of the site	
plan you received at the time of settlement.	-9, , , , , ,	•
Applications for deck approval must include construction drawings of the deck and a plat of showing the dimensions of the deck.	the lot	
onoring the administration of the accu	•	1
To ensure community integrity and appeal, it is necessary for everyone to cooperate in complet	ing this .	
application for any exterior changes that one may wish to do, pursuant to your association's do	cuments	
This application does not exempt you from obtaining, where necessary, any Baltimore County	nermite and	
contacting Miss Utility, if relevant to the change desired. If using a contractor for said work, p	lease furnish	
us with the following information:		
N		
Name of Contractor:	·	
Address of Contractor:		
		•
Phone: License No.:		
This application has been reviewed by the Architectural Control Committee of Carriage Homes. Pointe Community Association and has been:	at The	
Tomic Community Association and has been.		•
{ } Approved as submitted	•	
Approved with changes	•	
( ) Disapproved as presented 97		
Address: 105-Rangeford Dr		
Association's Representative Signature Title Date		•
pocument nortor resale	•	
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# Yorkshire

Heights: 3' & 4'
Color: White
Picket Style: 3" Dog Ear
Picket



CARROAGE HOMES AT THE POINTE STANDARD FENCE DESIGN WHITE VINYL ONLY

4' HIGH

Order: KMXBLC497

Address: 10% Rengelore Dr Order Date: 01-10-2023 Document not for resale HomeWiseDocs



# THE CARRIAGE HOMES AT THE POINTE

DECK, FENCE, and STORM DOOR STANDARDS

Certificates of Compliance will be issued to homeowners for decks, fences, and storm doors that conform to the following specifications:

## **DECKS**

- Decks on attached single family dwellings may extend from outside foundation wall to a maximum of one foot inside the common wall. Decks cannot be attached to the party wall between dwellings.
- Pressure treated lumber only.
- Clear stain only. No tinted stains.

JUN 1 9 2000

## **FENCES**

- Rear yard fences only.
- · Fences must be four feet in height.
- Picket style fence marketed as Yorkshire or comparable style only. See attached product representation.
- Vinyl or PVC material. No wood.
- White fencing only.
- Gates must open inward. Style and location of gate must be indicated on application.

<u>Order: KMXBLC497</u>

Address: 105.Rangeford Dr Order Date: 01-10-2023 Document not for resale HomeWiseDocs

## Page 2 of 2

- Rear yard fencing must be placed at least one foot inside the rear property line. Fencing may extend outward from the point where the rear foundation wall and side foundation wall intercept in a straight line to a maximum of one foot inside the side yard property line.
- Note any and all Baltimore County and utility easements.
   Construction of a fence in a drainage or utility easement is at the homeowner's risk. No fence or other structure may be erected in an access or walkway easement.
- No staggered fencing will be permitted on the rear of a row of homes.

All Architectural Change Requests applications for decks and fences must be accompanied by a copy of the lot survey received by the homeowner at the time of settlement. A sketch of the location and dimensions of the structure to be built is to be noted on the survey.

## STORM DOORS

Storm doors must be full view glass doors with either white or almond trim.

All Architectural Change Requests must be approved by the homeowner's community association prior to submission to the Owings Mills New Town Architectural Review Committee.

The Owings Mills New Town Architectural Review Committee will review all applications for Certificates of Compliance on a weekly basis. Certificates and/or comments will be returned to the homeowner within ten working days.

June 2000 carriagehomesd&fstands.doc/programfiles

Order: KWXBLC497 Address: 465 Rengeford Dr Order Date: 01-10-2023 Document not for resale HomeWizeDucs

# Notice to the Purchaser of Carriage Homes at the Pointe (Area 3EA) Owings Mills New Town

# Notice to Purchasers of Real Estate in Baltimore County:

"THIS PROPERTY IS SUBJECT TO A FEE OR ASSESSMENT CHARGED UNDER THE AUTHORITY GRANTED TO DEVELOPER PURSUANT TO \$26-246 OF THE BALTIMORE COUNTY CODE AND UNDER A DECLARATION OF COVENANTS AND LIEN FOR WATER AND SEWER FACILITIES CHARGES RECORDED ON SEPTEMBER 24, 1999 IN THE LAND RECORDS OF BALTIMORE COUNTY, MARYLAND IN LIBER S.M. NO. 14045, FOLIO 434, WHICH PURPORTS TO COVER OR DEFRAY THE COST OF INSTALLING ALL OR PART OF THE PUBLIC WATER OR SEWER FACILITIES CONSTRUCTED BY THE DEVELOPER OF THE SUBDIVISION KNOWN AS CARRIAGE HOMES AT THE POINTE IN OWINGS MILLS NEW TOWN.

THIS FEE OR ASSESSMENT IS \$487.92, PAYABLE ANNUALLY IN THE MONTH OF SEPTEMBER TO: NEW TOWN SERVICE, LLC, 9324 LAKESIDE BOULEVARD, OWINGS MILLS, MARYLAND 21117 (HEREINAFTER CALLED "LEINHOLDER") FROM SEPTEMBER, 2002 UNTIL SEPTEMBER, 2032. THERE MAY BE A RIGHT OF PREPAYMENT OR DISCOUNT FOR EARLY PAYMENT WHICH MAY BE ASCERTAINED BY CONTACTING THE LEINHOLDER. THE FEE AND ASSESSMENT IS AN OBLIGATION OF EACH OWNER OF THIS PROPERTY, THAT RUNS WITH THE LAND, AND IS NOT IN ANY WAY A FEE OR ASSESSMENT OF BALTIMORE COUNTY."

Address:	··	•	 
Purchaser Name:	 ······································		 
Purchaser Name:	•		
Date:	•		

Order: KMXBLG497

Address: 105 Rangeford Dr.
 Order Date: 01-10-2023
 Document not for resale
 HomeWiseDocs

# Insurance Dec Page Carriage Homes at the Pointe Community Association, Inc

Order: KIVDGLC497 Address: 105 Frangeford Dr Order Daile: 01-10-2023 Document not for results Home/MiceDocs



# **CERTIFICATE OF PROPERTY INSURANCE**

DATE (MM/DD/YYYY) 11/02/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODU	CEP				CON	NTACT IO	an Cilharrana				
		INAM	I NAME: John Silbernager								
			PHONE (A/C, No, Ext): (410) 734-0594 FAX (A/C, No): (410) 734-0597								
	ę.	7195	. Dioauway		ADD	ADDRESS: john.silbernagel.hav4@statefarm.com PRODUCER					
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	E	BROAD	CONTENTS						EXTRA EXPENSE	\$ SEE	ACORD 101
2	<u> </u>	SPECIAL							RENTAL VALUE	\$ SEE	ACORD 101
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AGENCY CUSTOMER ID:	 
LOC #:	



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY		NAMED INSURED		
John Silbernagel		CARRIAGE HOMES @ THE POINT COMMUNITY INC		
POLICY NUMBER				
90-EG-5359-5				
CARRIER	NAIC CODE			
State Farm Fire and Casualty Company	25143	EFFECTIVE DATE: 07/11/2022		

#### **ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 24 FORM TITLE: Certificate of Property Insurance

**Unit Owner:** 

na - na - Owings Mills, - MD - 21117 - Unit Loan Number:0000 - Number Of Units: 0055

Association Type:

Residential Community Association Policy

#### Forms, Options and Endorsements:

Forms, Options and Endorsements:

CMP-4100	Businessowners Coverage Form	CMP-4814	Dir & Officers \$2,000,000
CMP-4220.1	Amendatory Endorsement	FE-6999.3	Terrorism Insurance Cov Notice
CMP-4550	Residential Community Assoc	CMP-4710	Emp Dishonesty \$50,000
CMP-4508	Money and Securities	CMP-4705.1	Loss of Income & Extra Expense
CMP-4561.1	Policy Endorsement	FE-3650	Actual Cash Value Endorsement

Coverages:

Business Liability	\$2,000,000
Medical Payments	\$5,000
Products-Completed Operations	\$4,000,000
General Aggregate	\$4,000,000

#### Coverage

Unless otherwise endorsed, this policy provides replacement cost coverage on described property and common areas detailed within the Association bylaws including the following types of property within a unit, regardless of ownership:

- Fixtures, improvements and alterations that are a part of the building or structure; and
- 2. Appliances such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.

Replacement cost coverage is subject to the terms and conditions of the policy and any endorsements.

Coverage under this policy may have been modified to provide actual cash value coverage rather than replacement cost coverage, or to remove specified property from coverage, if any endorsement containing in its title "ACV" or "Actual Cash Value," or "Additional Property Not Covered" is identified on this Certificate of Insurance.

Endorsements: FE-3650, FE-3653, FE-3658, and FE-3659 (Actual Cash Value) - These endorsements describe what the term "actual cash value" means where used in the policy. *However, these endorsements do not change any replacement cost coverage provided by the policy.* 

This policy provides coverage on a standalone/individual condominium association.

### **Commercial General Liability**

State Farm refers to this coverage as Business Liability Coverage. Coverage amount shown is Per Occurrence.

#### Loss of Rents, Loss of Income and Extra Expense

If this coverage is shown, limits are "Actual Loss Sustained". Contact the agent to confirm the number of day's coverage.

Order: IOMATEC497 Address: 165 Rangeland Dr

ACORD 101 (2008/01)

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# Litigation Carriage Homes at the Pointe Community Association, Inc

Order: KWKBLC497 Address: 105 Rangeford Dr Order Date: 01-10-2023 Document not for resale This document is currently either not available or not applicable for this association.

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Order: KMXBLC497 Address: 105 Rangeford Dr

# Reserve Report Carriage Homes at the Pointe Community Association, Inc

Order: MVMRLC497 Address: 105 Frangelord Pr Order Lesie: 01-10-2023 Occument not for resain Tinne/Afroctors This document is currently either not available or not applicable for this association.

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Order: KMXBLC497 Address: 105 Rangeford Dr

# Resolutions and Policies Carriage Homes at the Pointe Community Association, Inc

Order: KIVOUSI C497 Address: 165 Kangeford Dr Order Care: 01-10-2023 Document not for resale Henry/ViseDous This document is currently either not available or not applicable for this association.

\*\*\*\*SEE DECLARATION-CCR'S.\*\*\*\*

Order: KMXBLC497 Address: 105 Rangeford Dr

# Welcome Letter Carriage Homes at the Pointe Community Association, Inc

Order: KMXBi O497
Address: 105 Rangelord Dr.
Order Date: 01-10-2023
Document not for resals
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### Welcome New Homeowner!

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

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

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

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

Communication is an important key in building a successful relationship. We are very interested in your comments and have made communicating with us easy by giving you several options to reach us. You may contact American Community Management online at <a href="mailto:acmmunications-no-new-community-acmmu

Sincerely,

The American Community Management, Inc. Team

Order: KN/XBLC497 American Community Management, Inc. PO Box 488 Linthicum Heights MD 21090 Order (410) 997-976710-2023 Docwww.acmbome.com resale Home WiseDocs