

Fountain Glen HOA

Articles of Incorporation



ARTICLES OF INCORPORATION
OF
FOUNTAIN GLEN HOMEOWNERS ASSOCIATION, INC.

THIS IS TO CERTIFY:

FIRST: That I, the Subscriber, Mark D. Dopkin, whose post office address is Tenth Floor - Sun Life Building, 20 S. Charles Street, Baltimore, Maryland - 21201, being of full legal age, acting as incorporator, do hereby form a corporation pursuant to the General Laws of the State of Maryland.

SECOND: The name of the Corporation (hereinafter called "the Association") is FOUNTAIN GLEN HOMEOWNERS ASSOCIATION, INC.

THIRD: The Association is not formed for profit or pecuniary gain of any sort inuring to the benefit of the members thereof or to any individuals or corporations. The purposes for which the Association is formed are as follows:

(1) Its general purpose is to provide for the maintenance and preservation of the real property described as the "Common Area", in a Declaration of Covenants, Conditions and Restrictions (hereinafter called the "Declaration") made by Fountain Glen Corp. et al., dated November 25, 1985, recorded among the Land Records of Harford County, Maryland, in Liber C.G.H. 1298, Folio 398, and with respect to the Common Areas therein described, to promote the health, safety and welfare of the residents and to enforce the covenants, conditions and

restrictions described above within the residence community of Fountain Glen.

(2) For the general purpose aforesaid, the Association shall have the following specific purposes:

(a) To acquire by assignment or deed as the result of gift, purchase, or otherwise, and to own, hold, improve, build on, operate, maintain, mortgage, convey, sell, lease, transfer, dedicate to public use, or otherwise deal with or dispose of the Common Area within the aforesaid community of Fountain Glen, other real property, and such personal property may be necessary or proper for the conduct of the affairs of the Association;

(b) To exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the aforesaid Declaration and as the same may be amended from time to time as therein provided; said Declaration being incorporated herein as if set forth at length;

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

(d) To purchase, lease, option, or otherwise

acquire, own, hold, preserve, develop, improve, build upon, manage, operate, maintain, convey, sell, exchange, rent, lease, dedicate for public use, or in any manner transfer or dispose of any real or personal property in connection with the affairs of the Association;

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

(f) To dedicate, sell or otherwise transfer all or any part of the Common Areas, property and facilities of the Association to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed upon by the members, provided, however, that no such dedication, sale or transfer shall be effective unless made by an appropriate instrument signed by two-thirds (2/3) of the members of each class of the membership in the Association, computed separately, agreeing to such dedication, sale or transfer;

(g) To participate in mergers and con-

solidations with other non-profit organizations, organized for the same purpose, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of each class of members of the Association;

(h) To annex to Fountain Glen, at any time, and from time to time, within ten (10) years of the date of the Declaration, any part of the Remaining Property of Fountain Glen, without the consent of any of the members of the Association, and to annex other and additional residential property and Common Areas, provided that any annexation of such other and additional residential property and Common Areas shall have the assent of two-thirds (2/3) of each class of members of the Association;

(i) To have and to exercise any and all powers, rights and privileges which a corporation organized under the non-stock, Non-Profit Corporation Law of the State of Maryland by law may now or hereafter have or exercise without limitation by the foregoing description of specific powers.

The Association is formed under the articles, conditions and provisions expressed herein and in the General Laws of this State. In no event, however, shall the Association: (i) carry on any propaganda or otherwise attempt to influence any legislation or any public administrative action; (ii) participate or intervene in any political campaign on behalf of any candidate for public office, by any means, including the publication or distribution of any statement for or against any such candidate; (iii)

carry on any activity not permitted to be carried on by a corporation exempt from Federal Income Tax under Section 528 of the Internal Revenue Code of 1954, or corresponding provisions of any future United States Internal Revenue Law; or (iv) invest in or use any property in such a manner as to jeopardize its exemption from taxation under the aforesaid Section 528 of the Internal Revenue Code of 1954, as now in force or hereafter amended.

FOURTH: The post office address of the principal office of the Association in this State is 8403 Loch Raven Boulevard, Baltimore, Maryland 21204. The name and post office address of the resident agent of the Association in this State is Mark D. Dopkin, 10th Floor, Sun Life Building, 20 S. Charles Street, Baltimore, Maryland 21201. Said resident agent is a citizen of the State of Maryland and actually resides therein.

FIFTH: The Association shall have five (5) directors, which number may be increased or decreased pursuant to the By-Laws of the Association, but shall never be less than three; and the names of the directors who shall act until their successors are duly chosen and qualify are: Richard G. Carter, John Dorment, Kandice C. Pyle, George McCleary and Mark D. Dopkin. No Director need be a member of the Association.

SIXTH: The Association is not authorized or empowered to issue capital stock of any type or class. The Association is and shall be a membership corporation, and every person or entity who is a record owner, as hereinafter defined, of a lot now or hereafter laid out or established in Fountain Glen or any part

of the Remaining Property of Fountain Glen brought within the jurisdiction of the Association. Each member shall be designated either a Class A member or a Class B member. A description of each class of membership with the voting rights and powers of each class is as follows:

(a) Class A Member: Except for Declarant, as hereinafter defined, who shall be a Class B Member, a Class A Member shall be a record owner holding title to one or more lots laid out in Fountain Glen or any part of the Remaining Property of Fountain Glen brought within the jurisdiction of the Association. Each Class A member shall be entitled to one vote per lot, for each such lot owned by such member, in all proceedings in which action shall be taken by members of the Association.

(b) Class B Member: A Class B Member shall be Fountain Glen Corp. (the "Declarant" as defined in the Declaration), its successors and assigns, if such successors or assigns should acquire all of the interest of the Declarant the lots laid out in Fountain Glen or the Remaining Property of Fountain Glen brought within the jurisdiction of the Association for the purpose of development thereof through construction of a single-family dwelling thereon. Each Class B Member shall be entitled to three (3) votes per lot, for each such lot owned by such member, in all proceedings in which action shall be taken by members of the Association.

(c) Conversion: Each Class B Member shall be con-

verted to a Class A Member on January 1, 1996, or at such earlier time as the total number of votes entitled to be cast by Class A Members of the Association equals or exceeds the total number of votes entitled to be cast by Class B Members of the Association.

The term "record owner," as used in these Articles, shall mean and include the person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding record title to a lot in Fountain Glen or any part of the Remaining Property of Fountain Glen brought within the jurisdiction of the Association subject by covenants of record to a lien for charges and assessments levied by the Association, as said lot is now or may from time to time hereafter be created or established, either in his, her, or its own name, or as joint tenants, tenants in common, tenants by the entirety, or tenancy in co-partnership, if the lot is held in such real property tenancy or partnership relationship. If more than one person, firm, corporation, trustee, or other legal entity, or any combination thereof, hold the record title to any one lot, whether in a real property tenancy, partnership relationship, or otherwise, all of same, as a unit, and not otherwise, shall be deemed a single record owner and shall be or become a single member of the Association by virtue of ownership of such lot.

If any single membership in the Association is comprised of two or more persons, firms, corporations, trustees or other legal entities, or any combination thereof, then each

constituent may cast such portion of the vote of the member as shall equal his, her or its proportionate interest in the lot or lots held by said member, provided, however, that if only one votes, he, she, or it may cast the entire vote of the member and such act shall bind all.

The term "record owner," however, shall not include any contract purchaser, nor the owner of any redeemable ground rent issuing out of any lot, nor shall it include any mortgagee, trustee or other grantee named in any mortgage, deed of trust or other security instrument covering any lot, designed solely for the purpose of securing performance of an obligation or payment of a debt. Membership in the Association shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

SEVENTH: The duration of the Association shall be perpetual. However, the Association may be dissolved only under and in accordance with the laws of the State of Maryland, provided such dissolution first be authorized, in writing, signed by not less than two-thirds (2/3) of the members of the Association, or, if there be more than one class of members, then by not less than two-thirds (2/3) of each class of members of the Association, computed separately. Upon any dissolution of the Association, after discharge of all corporate liabilities, the Board of Directors shall dispose of the assets of the Association, by dedication thereof to an appropriate public agency to be used for purposes similar to those for which the Association was formed.

EIGHTH: Amendment of these Articles shall require the assent of seventy-five per cent (75%) of the entire membership.

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

Mark D. Dopkin

#107
2/6/86
FOUNT

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

I HEREBY CERTIFY that on this 24th day of November, 1985, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared JOHN C. BALDWIN, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing instrument to be the act of said corporation and further acknowledged that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.


Notary Public

My Commission Expires July 1, 1986

Fountain Glen HOA

Budget



Approved Budget

Fountain Glen HOA

Year 2023



	Amount
Budget 2023	
Revenue	
Revenue	
4110 - Assessment Income	160,032.00
Total: Revenue	160,032.00
Total: Revenue	160,032.00
Expense	
Expense	
Administrative	
550200 - Mgmt Fee	40,994.04
5504 - Tax/Audit Prep Fees	1,436.00
550801 - Taxes/Misc Fees - Federal Income Tax	500.00
550802 - Taxes/Misc Fees - State Income Tax	304.00
551200 - Insurance Premium - General	5,150.00
5520 - Legal-Collection	3,000.00
5521 - Legal-General Matters	500.00
5534 - Meeting Cost	90.00
556000 - Office Exp - Misc Admin/Expense	1,756.96
556004 - Office Exp - Coupon	1,750.00
Total: Administrative	55,481.00
Utilities	
5610 - Electric Expense	9,744.00
Total: Utilities	9,744.00
Operating	
570204 - Grounds - Common Area Maint.	6,889.00
570206 - Grounds - Landscape Enhancemnt	500.00
570218 - Tree Removal/Replace	5,000.00
5730 - Snow Removal Exp.	8,797.00
5731 - Snow Removal-TH	15,700.00
574902 - Trash Removal	2,900.00
577050 - Tot Lot Repair	500.00
577110 - Contract - Lawn Maint	23,844.00
5882 - Signs/Entrances	500.00
5896 - Reserve Study Expense	3,000.00
Total: Operating	67,630.00
Reserve	
592000 - Rsv Transfer - General Replacement	13,012.00
592064 - Replacement Townhous	14,165.00
Total: Reserve	27,177.00
Total: Expense	160,032.00
Total: Expense	160,032.00

Fountain Glen HOA

Bylaws



BY-LAWS
OF
FOUNTAIN GLEN HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION: The name of the corporation is Fountain Glen Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the Association shall be at 8403 Loch Raven Blvd., Baltimore, Maryland, 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. "Association" shall mean and refer to Fountain Glen Homeowners Association, Inc., its successors and assigns.

Section 2. Common Area. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association. The Common Area to be owned by the Association at the time of conveyance of the first Lot shall be the land, except the Lots, as depicted on the Plat of Fountain Glen (hereinafter defined). The Common Area includes, but is not limited to, streets, parking lots, driveways, utilities and recreation areas.

Section 3. Declarant. "Declarant" shall mean and refer to Fountain Glen Corp., its successors and assigns, if such successors or assigns should acquire all of Declarant's interest in Fountain Glen.

Section 4. Declaration. "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions, dated November 25, 1985, by the Declarant, recorded among the Land Records of Harford County, Maryland, in Liber C.G.H. 1298, folio 398, and any Amendments and/or Supplements thereto.

Section 5. Lot. "Lot" shall mean and refer to all numbered subdivided parcels shown on the Plat as an area for a single family residential dwelling or similar building (whether attached or detached) and shall not include drainage and/or utility easements or public streets or Common Area.

Section 6. Plat of Fountain Glen. "Plat of Fountain Glen" shall mean and refer to and include the plats entitled, "Plat I,

By-Laws. If, however, such quorum shall not be present, in person or by proxy, or represented at any meeting, then, if the notice of such meeting stated that the procedure authorized by this Section 4 might be invoked, the members present at such meeting, in person or by proxy, may by majority vote call a further meeting of the members for the same purpose. Fifteen (15) days' notice of the time, place and purpose of such further meeting shall be given by advertisement inserted in a newspaper published in the county in which is located the principal office of the Association. At such further meeting, the members present, in person or by proxy, shall constitute a quorum and by majority vote of those present (unless a different percentage shall be required for any specific action in the Declaration, Articles of Incorporation or these By-Laws), in person or by proxy, may approve or authorize the proposed action and take any action which might have been taken at the original meeting if a sufficient number of members had been present; and the notice of such further meeting shall so state.

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

Section 6. Votes. Except as provided in the Declaration or the Articles of Incorporation, the votes of the Class A and Class B members shall be combined, and all decisions shall be made by majority of the total votes cast, whether in person or by proxy.

ARTICLE X

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president who shall at all times be members of the Board of Directors, a secretary and a treasurer and such other officers as the Board may, from time to time, by resolution create.

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

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

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such

Section I, Fountain Glen", "Plat II, Section I, Fountain Glen" and "Plat III, Section I, Fountain Glen," each prepared by Morris & Ritchie Associates, Inc., dated February 13, 1985 and recorded among the Land Records of Harford County, Maryland, in Plat Book 52, Folios 83, 85 and 84, respectively.

Section 7. Property. "Property" shall mean and refer to the real property described in Exhibit A in the Declaration (hereinbefore defined), and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE III

MEMBERSHIP

Section 1. Membership. Qualification for membership and the classes of membership shall be as defined in the Articles of Incorporation and the Declaration.

Section 2. Suspension of Membership. During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use the recreational facilities, if any, of such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Area and facilities.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OFFICE:

Section 1. Number. As of and after the first annual meeting of members, the affairs of the Association shall be managed by a Board of five (5) directors, who need not be members of the Association; prior to said meeting, the affairs of the Association shall be managed by the Directors named in the Articles of Incorporation.

Section 2. Election. At the first annual meeting, the members shall elect two (2) directors for a term of one (1) year, two (2) directors for a term of two (2) years and one (1) director or a term of three (3) years; and at each annual meeting thereafter, the members shall elect one (1) director for a term of three (3) years and one (1) director for a term of two (2) 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 successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

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

ARTICLE V

MEETING OF DIRECTORS

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

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

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

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it

shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

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 votes of the Class A members and the Class B members shall be combined. The persons receiving the largest number of total votes cast shall be elected. Cumulative voting is not permitted.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

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

(c) 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

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

Section 2. Duties. It shall be the duty of the Board of Directors to use its best efforts to:

(a) cause to be kept a complete record of all its acts and corporate affairs;

(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 monthly assessment against each Lot at least thirty (30) days in advance of each fiscal year, and

(2) send written notice of assessment to every Owner subject thereto at least thirty (30) days in advance of the first day of each fiscal year during which monthly assessments shall be levied, and

(3) to foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date and/or to bring an action at law against the Owner personally obligated to pay the same. The unpaid assessment shall bear interest from the due date at the rate of twelve per cent (12%); any judgment obtained for such delinquent assessment shall include such reasonable attorney's fee as may be fixed by the court together with the cost of the action.

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

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

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

(g) cause the Common Area and all other property owned by the Association to be preserved, operated and maintained in good order and repair and to establish reserves for such purposes if they deem it appropriate to do so.

ARTICLE VIII

COMMITTEES

Section 1. Appointment. The Board of Directors shall appoint such committees as deemed appropriate in carrying out the purposes of the Association.

Section 2. Duties. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

ARTICLE IX

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The annual meetings of the members shall be held on the third Wednesday in May at the hour of 7:30 o'clock, p.m., or such other time as may be determined by the directors. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour of the first day following which is not a Sunday or a legal holiday. The first annual meeting shall take place no later than one year following the date of recording of the Declaration.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of the votes of the Class A or 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 (or such different notice period as specified for certain actions in the Declaration and/or Articles of Incorporation) 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 the agenda for the business to be transacted at the meeting. Such notice shall state that if a sufficient number of members to constitute a quorum or to approve or authorize the actions set forth in the notice are not in attendance, the members present at such meeting, in person or by proxy, may by majority vote call a further meeting of the members for the same purpose. Said notice shall further state that fifteen (15) days' notice of the time, place and purpose of such further meeting shall be given by advertisement inserted in a newspaper published in the county in which is located the principal office of the Association. Said notice shall further state that at such further meeting the members present, in person or by proxy, shall constitute a quorum and by majority vote of those present, in person or by proxy, may approve or authorize the proposed action or take any other action which might have been taken at the original meeting if a sufficient number of members had been present; and the notice of such further meeting shall so state.

Section 4. Quorum. The presence at the meeting in person or by proxy of one-fourth (1/4) of the members entitled to vote shall constitute a quorum for any action except as otherwise provided in the Declaration, Articles of Incorporation or these

authority, and perform such duties as the Board may, from time to time, determine.

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

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

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

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

President

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

Vice-President

(b) 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.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all paper 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.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall co-sign all checks and promissory notes of the Association; keep proper books of account; cause an annual budget 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 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 VI

BOOKS AND RECORDS

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

ARTICLE XII

CORPORATE SEAL

The seal of the Association shall be circular in form with the name of the Association and "Maryland" inscribed around the outer edge, and in the center shall be inscribed "Incorporated 19 ".

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of members present (in person or by proxy) and voting, except that while there is a Class B member and if any lot is security for a mortgage or deed of trust insured by the Federal Housing Administration (F.H.A.) or the Veterans Administration (V.A.), the F.H.A. and/or the V.A., as the case may be, shall have the right to veto amendments.

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

ARTICLE XIV

MISCELLANEOUS

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

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THIS DEED, Made this 27th day of JANUARY, 1987, by and between FOUNTAIN GLEN CORP., a Maryland corporation, party of the first part, Grantor, and FOUNTAIN GLEN HOMEOWNERS ASSOCIATION, INC., a Maryland corporation, party of the second part, Grantee.

WHEREAS, the Grantor is the owner of certain parcels of land located in the County of Harford, State of Maryland, as more particularly set forth on plats of Fountain Glen referred to herein; and

WHEREAS, said property is subject to a certain Declaration of Covenants, Conditions and Restrictions dated November 25, 1985, and recorded in the Land Records of Harford County at Liber C.G.H. 1298, folio 398, and amendments thereto; and

WHEREAS, pursuant to said Declaration of Covenants, Conditions and Restrictions, it is intended that the Grantee take title to certain portions of said property subject to the said Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, WITNESSETH, that in consideration of the premises, Five Dollars (\$5.00) and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, the Grantor does grant and convey unto the Grantee, its successors and assigns, in fee simple, all of the "Common Areas" (as that term is defined in the said Declaration) and designated as "open space," "common area" and/or "private roads" on the following plats of Fountain Glen:

<u>Plat</u>	<u>Recording Reference</u>		
Plat II, Section I	Plat Book 52, folio 85		
Section II, Plat I	Plat Book 55, folio 2		
Section II, Plat II	Plat Book 55, folio 3		
Plat II, Section III	Plat Book 55, folio 52	REC FE	12 00
Plat III, Section III	Plat Book 55, folio 53		
Section V	Plat Book 55, folio 4	MSL IN	50

BEING a part of the parcel of land described in a Deed dated August 26, 1985, recorded among the Land Records of Harford County in Liber C.G.H. 1290, folio 68, from AMA Development Corporation to the Grantor, herein.

#555550 1001 001 11114
6/1/87

SUBJECT TO the Declaration of Covenants, Conditions and Restrictions, dated November 25, 1985 by the Grantor, recorded among the Land Records of Harford County at Liber C.G.H. 1298, folio 398, as amended by the First Amendment

dated June 4, 1986 and recorded at Liber 1331, folio 401, the Second Amendment dated August 19, 1986 and recorded at Liber 1339, folio 531 and the Third Amendment dated October 30, 1986 and recorded at Liber 1354, folio 832.

TOGETHER with the buildings and improvements thereon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said described property, unto and to the use of the Grantee, its successors and assigns, in fee simple.

WITNESS, the hand and seal of the Grantor.

WITNESS: FOUNTAIN GLEN CORP.

Michael J. Morgan By Kandice C. Pyle (SEAL)
Kandice C. Pyle, Vice President

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, to wit:

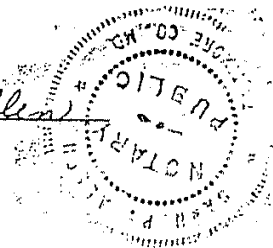
I HEREBY CERTIFY, that on this 27th day of January, 1987, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared KANDICE C. PYLE, who acknowledged herself to be the Vice President of, Fountain Glen Corp., a Maryland corporation, and that she, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Vice President.

The affiant further certified that the conveyance of the property is not part of a transaction which involves the sale, lease, exchange or other transfer of all or substantially all of the assets of the Grantor.

The affiant further certifies that the conveyance described in the aforesaid Deed is being made without consideration.

As Witness my hand and Notarial Seal.

Dawn P. Allen
Notary Public



My Commission Expires: July 1, 1990

AGRICULTURAL TRANSFER TAX IN THE
AMOUNT OF \$ None
TRANSFERRED ON ASSESSMENT RECORDS
C. JOHN SULLIVAN
SUPERVISOR OF ASSESSMENTS
ON 2/24/87 By Shodysine Clerk

Other Charges Due, But Collection
Not Required At This Time.
Visit Us At Our Accounting Office
For AK 2/20/87

REC'D & RECORDED. CC/H
1379 149
1987 FEB 20 PM 2:49
ALL TAXES PAID
DEPT. OF THE TREASURY
BEAU OF REVENUE COLLECTIONS
2-20-87 dg

CHIEF CLERK
C. JOHN SULLIVAN
#1213

LIBER 1379 FOLIO 0150.

NOTES ON COVENANTS ENFORCEMENT
FOR
HOMEOWNERS ASSOCIATIONS

*** **

PROCEDURAL DUE PROCESS

I feel that the issue of **Procedural Due Process** (Notice and an Opportunity to be Heard) has not been adequately covered by the numerous letters to sent to violators of Association covenants (and Rules promulgated there under) and the violator's failure to respond is not sufficient to overcome any questions as to such due process.

I also have some concerns that the lack of a face to face discussion between the Board and the violator, or at least the offer of such a discussion, will not be looked upon favorably by a Judge. I have been finding more and more that Circuit Court Judges want to see simpler resolutions of these "**petty matters**" so that they, the Judges, do not have to become involved in this type of dispute. There is much to be said for having a meeting to try to obtain compliance before filing suit. There is, of course, no adverse effect on the Board if a violator fails to appear at a special Board meeting or if they and the Board fail to reach a mutually satisfactory agreement. It is important, however, that the Board attempt to compromise with the violator.

The suggested procedure is that the Board at its next meeting call a special meeting not less that 10 days later for the specific purpose of hearing from the violator on the issue of the violation. Notice should immediately be given to the violator by letter, and possibly by a phone call. A majority of the Board should be present at such a meeting. Whether or not a meeting with the violator actually takes place, minutes should be taken. Any compromise acceptable to the Board and the violator should be memorialized in writing and a copy sent to your attorney. If there is no compromise, a phone call to me should be made followed by a copy of the minutes of the special meeting sent to us so that I can, immediately, upon receipt, file suit.

ADOPTION OF RULES

If you propose to adopt rules what follows are the procedures for their adoption. I am assuming that the Rules are not yet adopted and hence have not been filed in the Homeowners Association Depository in the County land records office. The procedure for adopting Rules should be as follows:

The Board should vote to adopt the rule and should publish the rule as a proposed rule. Along with the publication of the rule the Board should establish a date, time, and place for a "Hearing and Comment" meeting, advising the Homeowners that this is their opportunity to comment in person or in writing about the proposed rule. At the appointed time and place, the Board, or at

least a majority of the Board, should be present to hear the comments of the Homeowners. This is a meeting for listening to the comments from the Homeowners. It is not a meeting at which the Homeowners can exercise a vote on the rule. The Board will then take the comments under advisement and at an appropriate time vote to: (1) adopt the rule as originally published; (2) modify or amend the rule as the Board determines; or (3) vote not to adopt the rule at all. In any event, notice should go to the Homeowners of the Board's decision as well as copies of any changes that the Board decides to make in the rule. The rule should be filed in the Depository in the County Court House. At that point in the procedure, the rule may be enforced.

Since rule making by the Board of Directors is permitted in your Declaration of Covenants and since the State requires that rules properly adopted may not be enforced unless and until they are deposited in the Homeowners Association Depository, it is imperative that the above procedures be followed.

Fountain Glen HOA

Bylaws - Amendment



AMENDMENT TO THE BYLAWS
OF
FOUNTAIN GLEN HOMEOWNERS ASSOCIATION, INC.

THIS AMENDMENT TO THE BYLAWS ("Amendment") is made this 9 day of May, 2006, by Fountain Glen Homeowners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, the Association is a duly created homeowners association by virtue of the recordation of its Declaration and Bylaws among the Land Records of Harford County in Liber 1298, Folio 0398 et seq. and Homeowners Association Depository, respectively; and

WHEREAS, the Board of Directors has determined that it is necessary to amend the current Bylaws in order to establish a comprehensive procedure for dispute resolution, to enhance the existing enforcement procedures and add the ability to charge late fees for non-payment of assessments; and

WHEREAS, pursuant to Article XIII of the Bylaws, the Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of those voting Members present in person or by proxy; and

WHEREAS, written notice of this Amendment to the Bylaws was sent to each Member in accordance with the Bylaws; and

WHEREAS, Members representing a majority of voting Members present in person or by proxy at a duly constituted meeting have approved this Amendment to the Bylaws.

NOW THEREFORE, the Association hereby amends the Bylaws of Fountain Glen Homeowners Association, Inc. as follows:

1. By deleting Article VII, Sections 1(a) and 1(b) in their entirety and substituting the following:

(a) The business and affairs of the Association shall be managed by its Board of Directors. The Board of Directors may exercise all the powers of the Association, except such as are by statute or the Articles of Incorporation, the Declaration or these Bylaws conferred or reserved to the Owners. This shall include, but not be limited to, the power to adopt and publish Rules and Regulations governing the use of the Common Area and the Lots and the personal conduct of the Owners and their family members and guests thereon, and to establish reasonable penalties for the infraction of said Rules and Regulations and the Declaration and these Bylaws, including the imposition of monetary fines which shall become a continuing lien upon the Lot and shall be collectible in the same manner as an assessment.

2. By adding a new Article XV as follows:

Article XV

Dispute Resolution, Sanctions, Legal Proceedings, Costs and Attorney's Fees

Section 1. Dispute Resolution Procedure. The Board or its designated committee shall not impose a fine, suspend voting rights (unless the suspension is related to the Owner's failure to provide a current address or unless a statement of lien has been filed against the Lot and the lien has not been satisfied), or infringe upon any other rights of an Owner or other occupant for violation of the Declaration, the Bylaws, or Rules and Regulations unless and until the following provisions are followed:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying: (1) the alleged violation; (2) the action required to abate the violation; and (3) a time period, not less than ten (10) days, during which the violation may be abated without further sanction if the violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing if the violation is not a continuing one.

(b) Notice. Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the alleged violator with written notice of a hearing to be held by the Board. The notice shall contain: (1) the nature of the alleged violation; (2) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice; (3) an invitation to attend the hearing and produce any statement, evidence, and witnesses on his or her behalf; and (4) the proposed sanction to be imposed.

(c) Hearing. At the hearing, the alleged violator has the right to present evidence and present and cross-examine witnesses. The hearing shall be held in executive session and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the hearing. This proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the person who delivered such notice. The notice requirements shall be deemed satisfied if the alleged violator appears at the hearing. The minutes of the hearing shall contain a written statement of the results of the hearing and the sanction, if any, imposed. A decision pursuant to these procedures shall be appealable to the Courts of Maryland.

(d) Owner's Failure to Comply. If any Owner fails to comply with the Maryland Homeowners Association Act, these Bylaws, or the Declaration or a decision rendered pursuant to this Section, the Owner may be sued for damages caused by the failure or for injunctive relief, or both, by the Association or by any other Owner. The prevailing party in any such proceeding is entitled to an award for legal fees and costs as determined by the court.

(e) Effect of Failure to Enforce Provision. The failure of the Association to enforce a provision of the Maryland Homeowners Association Act, these Bylaws, the Declaration, or the Rules and Regulations on any occasion is not a waiver of the right to enforce any provision on any other occasion.

Section 2. Sanctions. If, after notice and hearing as stated herein, the Board or its designated committee shall determine that there has been a violation of the Declaration, these Bylaws, or the Rules and Regulations, it shall have the power to impose sanctions against the Owner, including reasonable monetary fines as shall be determined by the Board or its designated committee. In the event the fines are not paid, such fines will be considered a lien against the Lot belonging to such Owner, and shall be collectible in like manner as the lien against such Lot for annual and special assessments provided for in the Declaration and these Bylaws. The Association shall be entitled to an award of all costs and all attorney's fees actually incurred to collect any amount due hereunder.

Section 3. Legal Proceedings. Failure to comply with the terms of the Declaration, these Bylaws and the duly enacted Rules and Regulations shall be grounds for relief, including without limitation, an action to recover sums for money damages, injunctive relief, foreclosure of the lien for non-payment of assessments and any other relief afforded by a Court of competent jurisdiction, all of which relief may be sought by the Association, or by any other Owner. Failure or forbearance by the Association or by an Owner to enforce a provision of these Bylaws, the Declaration or the duly enacted Rules and Regulations shall in no event be deemed a waiver of the right to enforce any provision on any other occasion. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted breach of any of the within covenants or restrictions or any provision of these Bylaws or the Declaration or the Rules and Regulations cannot be adequately remedied by an action at law or exclusively by recovery of damages.

Section 4. Costs and Attorney's Fees. In any legal proceeding instituted by an Owner or arising out of any alleged default by an Owner, the prevailing party shall be entitled to recover the costs of such proceeding and all attorney's fees actually incurred. In the event that a legal proceeding was not filed against an Owner, but attorney's fees were nonetheless incurred in enforcing these Bylaws, the Declaration or the duly enacted Rules and Regulations against an Owner, the Board may assess all such attorney's fees against the Owner and thereafter said fees shall constitute a lien against that Owner's Lot and be collectible in the same manner as an assessment.

3. By adding a new Article XVI as follows:

Article XVI
Late Fees

Any delinquency which has continued for at least fifteen (15) days shall be charged a late fee of fifteen dollars (\$15.00) or one tenth (1/10) of the total amount of any delinquent assessment

or installment, whichever is greater (or such greater amounts as may be provided for by the Maryland Homeowners Association Act). A late fee shall only be imposed once for the same delinquent payment.

IN WITNESS WHEREOF, the Association has executed this Amendment, the day and year first above written.

AMENDMENT APPROVED BY:

BOARD OF DIRECTORS OF
FOUNTAIN GLEN
HOMEOWNERS ASSOCIATION, INC.

~~_____

_____~~

By: *Cody Lamicola*
, President

By: *Carrie A. Trovace* (Vice-President)
, Secretary

Fountain Glen HOA

Certificate of Insurance



AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Blessing Nzenwa		NAMED INSURED FOUNTAIN GLEN HOMEOWNERS ASSOCIATION INC	
POLICY NUMBER 90-23-2476-8			
CARRIER State Farm Fire and Casualty Company	NAIC CODE 25143	EFFECTIVE DATE: 01/20/2023	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 24 FORM TITLE: Certificate of Property Insurance

Unit Owner:

FOUNTAIN GLEN HOMEOWNERS ASSOCIATION INC - C/O AMERICAN COMMUNITY MGM - LINTHICUM HTS, - MD - 21090 - Unit Loan
 Number:90-23-2476-8 - Number Of Units: 0472

Association Type: Residential Community Association Policy

Forms, Options and Endorsements:

CMP-4100 Businessowners Coverage Form
 CMP-4814 Dir & Officers \$2,000,000
 CMP-4550 Residential Community Assoc
 CMP-4508 Money and Securities
 CMP-4561.4 Policy Endorsement

Forms, Options and Endorsements:

CMP-4220.2 Amendatory Endorsement
 FE-6999.3 Terrorism Insurance Cov Notice
 CMP-4710 Emp Dishonesty \$25,000
 CMP-4705.2 Loss of Income & Extra Expense
 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:

1. 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.

Fountain Glen HOA

Declaration-CC&Rs



DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

REC FE 119.00

#092030 0002 R01 T11:43

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 25th day of November, 1985 by and between FOUNTAIN GLEN CORP., a Maryland corporation (hereinafter referred to as the "Declarant") and WILLIAM L. BALFOUR and JOHN C. BALDWIN, Trustees (hereinafter referred to as the "Trustees").

12/09/85

WHEREAS, the Declarant is the owner of certain property (hereinafter referred to as the "Premises") located in the County of Harford, State of Maryland, which is more particularly described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, the Trustees are Trustees for Operating Engineers Local No. 37 Pension Fund pursuant to a Deed of Trust from the Declarant dated September 26, 1985 and recorded among the Land Records of Harford County at Liber 1290, folio 71.

NOW, THEREFORE, the Declarant hereby declares that the Premises shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value, appearance and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, administrators, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

As used in this Declaration, the following terms shall have the meanings herein ascribed thereto, except to the extent otherwise expressly provided, or otherwise resulting from necessary implication. The terms herein defined are:

Section 1. Association. "Association" shall mean and refer to Fountain Glen Homeowners Association, Inc., a Maryland non-profit corporation, its successors and assigns.

Section 2. Common Areas. "Common Areas" shall mean and refer to and include all real property (including the improvements thereto and easements therefor) owned by the Association for the common use and enjoyment of the Record Owners, including particularly, but not by way of limitation, all roads, walkways, open space and recreational areas, storm water drainage and other facilities and installations in, on, under or over any land or easement area. The Common Areas to be owned by the Association at the time of the conveyance of the first Lot are described as follows:

All of the land shown on the Plat of Fountain Glen, saving the Lots (as herein defined).

Section 3. "Declarant" shall mean and refer to Fountain Glen Corp., its successors and assigns, if such successors or assigns should acquire all of the interest of the Declarant in the Property and the Remaining Property.

Section 4. Lot or Lots. "Lot" or "lots" shall mean and refer to and include one or more of the numbered subdivided parcels shown on the Plat of Fountain Glen, with the exception of the Common Areas, as herein defined, and one or more of the lots shown on any recorded subdivision plat of all or any portion of the Remaining Property brought within the jurisdiction of the Association, with the exception of Common Areas therein. This term shall specially include Townhouse Lots as defined herein.

Section 5. Mortgage and Mortgagee. "Mortgage" shall mean and refer to and include a mortgage, deed of trust or other conveyance in the nature of a mortgage; and "Mortgagee" shall mean

and refer to and include the grantee named in a Mortgage or other conveyance in the nature of a Mortgage, the beneficiary or creditor secured by any deed of trust, and the heirs, personal representatives, successors and assigns of such grantee, beneficiary or creditor.

Section 6. Plat of Fountain Glen. "Plat of Fountain Glen" shall mean and refer to and include the plats entitled, "Plat I, Section I, Fountain Glen", "Plat II, Section I, Fountain Glen" and "Plat III, Section I, Fountain Glen" each prepared by Morris & Ritchie Associates, Inc., and recorded among the Land Records of Harford County, Maryland, in Plat Book 52, folio 83, 85 and 84, respectively.

Section 7. Plot or Plots. "Plot" or "plots" shall mean and refer to and include one or more of the lots shown on any recorded subdivision plat of all or any part of the Remaining Property, not including any lot or lots encompassed by the definition of such terms contained in Paragraph 4 of this Article I.

Section 8. Property. "Property" shall mean and refer to and include the Premises, together with the buildings and improvements thereupon erected, made or being, and all and every rights to the alleys, ways, waters, privileges, appurtenances and advantages to the same belonging, or anywise appertaining, and such additions to such land, buildings, improvements, appurtenances and advantages as may hereafter be brought within the jurisdiction of the Association.

Section 9. Record Owner. "Record Owner" or "Owner" shall mean and refer to and include the person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding record title to a lot, either in his, her, or its own name, or as joint tenants, tenants in common,

tenants by the entirety, or tenancy in co-partnership, if the lot is held in such real property tenancy or partnership relationship. If more than one person, firm, corporation, trustee, or other legal entity hold the record title to any one lot, whether in a real property tenancy, partnership relationship, or otherwise, all of same, as a unit, and not otherwise, shall be deemed a single Record Owner and shall be or become a single member of the 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 any Mortgagee named in any Mortgage covering any lot designed solely for the purpose of securing performance of an obligation or payment of a debt.

Section 10. Remaining Property. "Remaining Property" shall mean and refer to and include all the land and premises described on Exhibit "B" attached hereto and made a part hereof.

Section 11. Townhouse Lot. "Townhouse Lot" shall mean and refer to and include any Lot designated as such in this Declaration or any amendment thereto.

ARTICLE II

Property Rights

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

(a) The right of the Association to levy annual and special assessments and to charge reasonable admission and other fees for the use of any recreational facility situated upon the

Common Area.

(b) The right of the Association to suspend the voting rights and right to use the recreational facilities, if any, of a member for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of this Declaration or the Association's By-Laws or its published rules and regulations. Assessments shall continue during any suspension period.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public authority, agency, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an appropriate instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer shall have been recorded.

(d) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving or increasing the Common Area and in aid thereof with the assent of two-thirds (2/3) of each class of members voting in person or by proxy, to mortgage said Common Area. Such Mortgage shall be subordinate to the members' rights as provided hereinafter. In the event of a default upon any such Mortgage, the Lender's rights hereunder shall be limited to a right, after taking possession of such area, to charge admission and other fees as a condition to continued enjoyment by the members, and if necessary, to open the enjoyment of such area to a wider public until the Mortgage debt is satisfied, whereupon the possession of such area shall be returned to the Association and all rights of the members hereunder shall be fully restored; provided, that, under no circumstances, shall the rights of the members of

ingress, egress, utilities and parking be affected.

(e) The right of the Association to take such steps reasonably necessary to protect the Common Area against an attempted foreclosure.

(f) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and the facilities thereon.

(g) The right of the Declarant (and its sales agents, representatives and invitees) to the non-exclusive use of the Common Area for office, construction, display, sales and exhibit purposes, which right the Declarant hereby reserves; provided, however, that the aforesaid right of the Declarant shall terminate with respect to Common Areas which are part of the land described in Exhibit A upon the sale and settlement of all the Lots within the Property. Said right shall terminate with respect to Common Areas which are part of any land annexed to the Property by the filing of a Supplemental Declaration, upon the sale and settlement of all the Lots within the annexed land.

Section 2. Delegation of Use. Any member may delegate his right of enjoyment to the Common Area and facilities to the members of his family, and to his guests, subject to such rules and regulations as the Board of Directors may from time to time adopt; provided, however, that there shall be no abrogation of the duty of any member to pay assessments as provided in Article V of this Declaration.

Section 3. Title to Common Area. Title to the Common Areas shall be conveyed from time to time to the Association free and clear of all liens and encumbrances. All of the Common Areas which are part of the Premises shall have been conveyed to the Association by no later than the date that the first lot is con-

veyed to a purchaser. All of the Common Areas which are part of any section of land in the Remaining Property which may be annexed to the Property shall be conveyed to the Association no later than the date that the first plot in the particular section is conveyed to a purchaser whose Mortgage shall be insured by the Veterans Administration. If no Mortgage in a particular section is insured by the Veterans Administration, the Common Area in that particular section will be conveyed to the Association no later than ten (10) years from the date of recording of the Supplemental Declaration whereby the additional land is annexed to the Property or on such earlier date as may be required by Harford County.

ARTICLE III

Membership and Voting Rights

Section 1. Members. Every Owner of a Lot, shall be a member of the Association as designated in Section 2 of this Article III. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Membership Classes and Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A members shall be all Record Owners (except the Declarant during such time as there shall be a Class B membership) of Lots which are subject to assessment by the Association under the terms of this Declaration, and shall be entitled to one vote for each such Lot so owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the

Declarant, its successors and assigns, if such successors or assigns should acquire two (2) or more undeveloped Lots from the Declarant for the purpose of development, and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the earlier to occur of the following two dates:

(a) The date on which the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) January 1, 1996.

ARTICLE IV

Maintenance

Section 1. Common Areas. The Association shall be responsible for the care and maintenance of the Common Areas, including both interiors and exteriors of the structures erected thereon; and shall also be responsible for the care, maintenance and replacement of property, including utilities in the Common Areas and/or which serve more than one Lot and including rights-of-way dedicated to an appropriate governmental or quasi-governmental group or utility company where such group or company has not agreed to care for and maintain said property.

Section 2. Individual Lots. Except as otherwise provided herein, or on the Plat of Fountain Glen, the Owner of each Lot shall be responsible for the care, maintenance and repair of his Lot, the premises and all improvements situate thereon, therein and thereunder.

In the event that any Owner shall fail to maintain any Lot or the premises and the improvements situate thereon in a manner satisfactory to the Board of Directors of the Association, the Association, after approval by two-thirds (2/3) vote of the

Board of Directors, shall have the right, through its agents and employees to enter upon said Lot and to repair, maintain and/or restore the Lot, the premises and any improvements erected thereon. Such right of entry and repair shall be exercisable only upon fifteen (15) days' prior written notice given to the Owner thereof, unless, in the discretion of the Board, a genuine emergency necessitates a shorter period of time. The costs of any such repairs, maintenance and/or restoration shall be added to and become part of the lien for assessment to which such Lot and Lot Owner is subject. Enforcement of the right to recover these assessments may be had pursuant to Article V, Section 8, hereof.

ARTICLE V

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessment. The Declarant, for each Lot owned within the Property, upon which a single family residential dwelling or similar building (whether attached or detached) has been completed, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (i) annual assessments and charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. If a delinquency occurs in the payment of annual and/or special assessments, which delinquency is not cured within thirty (30) days after the due date, said assessment(s), together with interest at the rate of twelve per cent (12%) per annum, plus costs and reasonable attorney's fees, shall be a charge on the land, and shall be a continuing lien upon the Lot against which

each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title, unless expressly assumed by them by written agreement. Nothing herein contained shall be construed to affect the validity of the lien or the remedies available to the Association as set forth in Sections 8 and 9 hereof.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property, for the improvement and maintenance of the Common Area, for maintenance, repair and/or replacement of utilities in the Common Area and/or which serve more than one Lot, and for such reserves and for such purposes as shall be determined by the Association.

Section 3. Maximum Annual Assesments. ✓

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Two Hundred Forty Dollars (\$240.00) per Lot, payable monthly in installments of Twenty Dollars (\$20.00).

(b) From and after January 1 of the year immediately following conveyance of the first Lot to an Owner, by vote of the Board of Directors, the maximum annual assessments may be increased each year above the maximum assessments for the previous year by not more than the percentage of increase in the cost of living as established in the Consumer Price Index or similar Index as reported by the Department of Commerce.

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Provided, however, in the event substantial additional improvements are added to the Common Area, which improvements, in the sole judgment of the Board of Directors, require an increase of the assessment in excess of that allowed by this subparagraph, the Board of Directors, by a two-thirds (2/3rds) vote may increase the assessment to an amount necessary to operate and maintain such additional improvements.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessments may be increased above the percentage of increase in the cost of living as established in the Consumer Price Index or similar Index aforesaid, by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, as provided in Article V, Section 5, herein.

(d) The Board of Directors may fix the annual assessments at an amount not in excess of the maximums as hereinbefore set forth.

(e) Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall be obligated to pay for the lots which it owns, only twenty-five percent (25%) of the established annual or special assessment. For example, if the Assessment for Lots in a particular year is \$50.00 per year, Declarant shall pay \$12.50 per year for each Lot which it owns. So long as the Declarant owns Lots for which it pays only 25% of the assessment, the Declarant shall fund all budget deficits so that the common areas shall be maintained at no additional cost to the Association.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the

Association may levy, in any assessment year, a special assessment applicable to any one year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Property, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose as provided in Article V, Section 5, herein.

Section 5. Notice for Any Action Authorized Under Sections 3 and 4. Written Notice of any meeting called, in accordance with the By-Laws of the Association, for the purpose of taking any action authorized under Sections 3 and 4 of this Article V shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting.

Section 6. Road Maintenance Assessment for Townhouse Lots. In addition to any assessment imposed pursuant to this Article V, each Townhouse Lot shall be assessed an additional amount to defray the cost of maintenance (including snow removal), repair and replacement of the private roadways providing access to the Townhouse Lots. The assessments hereunder shall be assessed and levied in accordance with the procedure set forth in this Article V. The additional initial maximum annual assessment shall be established by the Declarant in the amendment to the Declaration which incorporates the first Townhouse Lots into the Association.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate within each class of membership.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein with respect

to the Property described in Exhibit A shall commence as to all members on the first day of the month following the conveyance of the first Lot in the Property to a Class A member. The annual assessments provided for herein in respect to any land which may be annexed to the Property, as set forth in Article VIII hereof, shall commence as to the Lots on such land on the first day of the month following the conveyance of the first Lot in said annexed land to a Class A member. The first annual assessment as to a Lot shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each member at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The failure of the Board of Directors to act within the times specified shall not, however, relieve any Owner of his obligation to pay assessments hereunder. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth that the assessments on a specified Lot have been paid and any such properly executed certificate shall be binding upon the Association.

Section 9. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve per cent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or the Association may foreclose the lien against the Lot. The lien may be enforced and foreclosed by the Association in the same manner and subject to the same require-

ments, as the foreclosure of mortgages or deeds of trust on real property in Maryland containing a power of sale, or an assent to a decree. Suit for any deficiency following foreclosure may be maintained in the same proceeding and suit to recover a money judgment for unpaid charges may be maintained without waiving the lien during the same period. No action may be brought to foreclose the lien except after thirty (30) days' written notice to the current owner of the Lot given by registered mail, return receipt requested. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Taxes and First Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien for taxes imposed by any lawful authority and to the lien of any first Mortgage. Sale or transfer of any Lot pursuant to Mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

Environmental Protection

No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted in duplicate to the Declarant and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant. In the

event the Declarant or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after receipt of said plans and specifications, approval will not be required and this Article will be deemed to have been fully complied with. At such time as the Declarant ceases to be the Owner of any Lot, the approvals required pursuant to this Article VI shall be performed by the Board of Directors of the Association. Nothing in this Article VI shall be construed to permit any review of architectural and building decisions made by the Declarant with respect to any Lot. In carrying out the provisions of this Article VI, Article VII, Article VIII or any other Article of this Declaration and of any of the rules and regulations adopted and promulgated pursuant to the provisions thereof, the Board of Directors and/or the Declarant during the period of development, or their respective agents, employees, successors and assigns, may come upon any Lot during reasonable hours for the purpose of enforcing and administering those provisions or rules and regulations. No one entering any such Lot for these purposes shall be deemed to have committed a trespass or wrongful or illegal act by reason of any such entry or inspection. Wherever any approval of the Declarant or the Board of Directors is required under the terms of this Declaration, such approval must be in writing.

ARTICLE VII

Restrictions on Use

The following shall be restrictions on the use of the Lots and the Common Area which shall run with and bind the land:

(a) None of the Lots shall be used for any purpose other than for residential use, unless permitted by Zoning Regulations and other applicable laws. No profession or home industry shall

be conducted in or on any part of a Lot or in any improvement on the Property unless permitted by Zoning Regulations and other applicable laws; provided, however, that the Declarant may use any part of the Property for development, construction, sales and marketing of the improvements and other facilities which it intends to install or erect on the Property, and for any incidental use in connection therewith.

(b) No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become a nuisance to the neighbors.

(c) Roof top television and other antennas shall not be permitted except with the prior written approval of the Board of Directors, which approval shall be given only when it determines that reasonably good television reception cannot be obtained without such an antenna.

No amateur radio transmission antenna shall be constructed anywhere on the Property.

(d) No junk vehicle or vehicle on which current registration plates are not displayed, trailer, truck, camper, camp truck, house trailer, van or the like shall be kept upon the Property, nor shall the repair or ordinary maintenance of automobiles or other vehicles be carried out on the Property, except that small trucks and vans, having a capacity of not more than three-quarters (3/4) of a ton, may be parked in properly designated parking areas.

(e) No structure of a temporary character, tent, trailer, garage shed or other out building shall be permitted on the Property except small tool sheds which shall be permitted only with the prior written approval of the Board of Directors.

(f) No sign of any kind other than those of the Declarant, a

builder or their designated agent, shall be displayed to the public view on any Lot, except that one sign of not more than four (4) square feet advertising the Lot for sale or rent will be permitted.

(g) The maintenance, keeping, breeding, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited except that this shall not prohibit the keeping of a maximum of two (2) dogs and/or cats as domestic pets, provided that they are not kept or maintained for commercial purposes or for breeding. Pets shall not be permitted on the Common Areas unless accompanied by the owner, and unless they are leashed. Any Owner who keeps or maintains any pet shall be deemed to have indemnified and agreed to hold harmless the Association, each of the Owners and the Declarant from any loss, claim or liability of any kind or character whatsoever arising by reason of keeping or maintaining such pet. All pets shall be registered with the Board of Directors, and shall otherwise be registered and innoculated as required by law. The Board of Directors shall have the right to order any person whose pet is a nuisance to remove such pet from the Property, and the Board of Directors will have the exclusive authority to declare any pet a nuisance.

(h) No lumber, materials, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot except building materials during the course of construction, maintenance or repair by the Declarant. Trash, garbage or other waste shall not be kept except in sanitary containers and such shall not be visible from the streets. All containers or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

(i) No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground. Easements through and over Lots have been reserved for sewers, drainage and utility installations and maintenance for such purposes and uses as are shown on the development plans and/or any subdivision plats for the Property. Within these easements, no structure, planting or material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage and assigns, shall have the right to enter upon all parts of the easement area of each Lot for any of the purposes for which said easements and rights-of-way are reserved. The Declarant shall also have the right at the time of, or after, grading any street, driveway or parking area, or any part thereof, to enter upon any abutting Lot and grade the portion of such Lot adjacent to such street, driveway or parking area, but there shall be no obligation on the Declarant to do such grading, unless otherwise properly required to do so by an appropriate government authority. The Declarant shall further have the right to establish contiguous five (5) foot drainage easements on any two adjacent lots if it is deemed necessary in the sole discretion of the Declarant.

(j) All Common Areas may be used for, and only for, parks and recreational purposes, parking, trash storage and collection, ingress and egress, and for utilities, including, but not limited to, storm water and sanitary sewers, telephone, water, gas, electricity and cable T.V., and for such other purposes authorized by the Association or its Board of Directors, subject

to the provisions of this Declaration.

(k) The rights and duties with respect to sanitary and water, cable T.V., electricity, gas and telephone lines and facilities shall be governed by the following:

(i) Whenever water, sanitary sewer, electricity, gas, cable T.V. or telephone connections, lines, cables or any portion thereof, are or have been installed within the Property, the Owner of any Lot, or the Association shall have the right, and are hereby granted an easement to the extent necessary therefor, to enter upon or have a utility company enter upon any portion of the Property in which said installations lie, to repair, replace and generally maintain said installations.

(ii) The right granted in subparagraph (i) above shall be only to the extent necessary to entitle the Owner or the Association serviced by said installation to its full reasonable use and enjoyment, and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area so used to its condition prior to such use.

(iii) In the event of a dispute between Owners with respect to the repair or rebuilding of said installations, or with respect to sharing of the cost thereof, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors who shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

(l) Easements over the Property for the installation and maintenance of electric, telephone, cable T.V., water, gas, drainage and sanitary sewer lines and facilities and the like are hereby reserved by the Declarant, together with the right to grant and transfer the same during such time that the Declarant holds title to the Property. The Declarant also reserves the right to enter upon the Common Areas and Lots for the purpose of completing the improvements thereon, and for the further purpose of carrying out any obligations which it may have, or assume, with respect to the curing of any defects in workmanship or materials in the Property or the improvements thereon or to correct any condition which adversely affects the Property or any

portion thereof.

(m) The Board of Directors shall have the right to enter upon any Lot and trim or prune, at the expense of the Owner, any hedge or other planting which, in the opinion of the Board, by reason of its location upon the Lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided, however, that the Owner shall be given fifteen (15) days' prior written notice to correct the problem. The Association may bring an action at law against the Owner personally obligated to pay same; or the Association may foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

(n) Nothing contained in this Article VII shall be construed to limit in any way the rights and powers of the Declarant or the Board of Directors to approve or disapprove of the erection of buildings, fences, walls or other structures or of changes or alterations to the Property, as more fully provided in Article VI hereof.

(o) Nothing contained in this Declaration shall be construed to in any way limit the right of the Declarant to use any Lot owned by the Declarant for the purposes of a construction office, sales office, executive and/or management office and/or for model and display purposes.

(p) No fence or wall shall be erected, placed, altered or maintained on any Lot: either (a) nearer to the Common Areas than the front of the dwelling erected on the Lot; or (b) closer to the rear lot line than five feet. Where the front of two adjacent dwellings are set back different distances from the Common

Areas, no fence or wall between such two adjacent houses shall be closer to the Common Areas than the front wall of the dwelling most distant from said Common Areas. No fence or wall shall be erected except in compliance with Article VI hereof, and, when erected, shall not exceed seventy-two (72) inches in height, and shall not interfere with underground or surface utility or draining structures, pipes or ditches. The restrictions contained in this Paragraph (p) shall not apply to retaining walls required by topography, which retaining walls, however, shall require the written consent of the Board of Directors of the Association or its designated committee, as provided in Article VI hereof.

(q) The Declarant reserves the right to place electric and/or utility meters on the exterior of any improvement which may be located on any Lot which may be located within the Property. Said meters may serve the improvements to which they are attached, and may serve other improvements located within the Property. A perpetual easement running with each Lot shall exist for the placement of such electric and other utility meters on the exterior of the improvements located on said Lots.

ARTICLE VIII

Annexation

Additional land within the Remaining Property may be annexed by the Declarant, its successors and assigns, without the consent of members within ten (10) years from the date of the recording of this Declaration. The Declarant shall have no obligation to annex any of such land, nor shall any of the Remaining Property hereto be subject to any of the terms, covenants and conditions of this Declaration unless and until the Declarant, or such other person or entity who, in the future may be record owner of the

Remaining Property, execute an instrument specifically subjecting the Remaining Property to the terms of this Declaration. Land other than the Remaining Property may be annexed (or the Remaining Property if not annexed in the said ten (10) year period) only upon the approval of two-thirds (2/3) of the Class A and Class B members voting in person or by proxy at the meeting at which such approval is sought. The annexation authorized hereunder shall be made by filing of record, an amendment to the Declaration of Covenants, Conditions and Restrictions with respect to the additional land, which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such land, which land shall thereupon become part of the Property. Upon the filing of any amendment, Owners of Lots situated on the annexed land shall be subject to the same obligations and entitled to the same privileges, as applied to the Owners of Lots in the initial Property.

ARTICLE IX

Cross Easements

The Declarant reserves the right to subject the Common Areas to easements for the benefit of the Declarant and any person, firm, corporation, trustee, or other legal entity having any interest in the Remaining Property, or any part thereof, their respective heirs, personal representatives, successors and assigns, in common with the Association to:

(a) Use all roads and walkways now or hereafter installed on the aforesaid Common Areas, for access between any public road and the Remaining Property, and enter upon such roads and walkways for the purpose of repairing or maintaining the same.

(b) Lay, install, construct, place and maintain on, over, or under the aforesaid Common Areas, or any portion thereof, pipes, mains, conduits, drains, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone and other public utilities to provide adequate utility service to any plot or lot now or hereafter laid out or established on the Remaining Property, and enter

upon said Common Areas for such purposes and for the purpose of making openings and excavations therein.

(c) Use and enjoy all utility installations within the aforesaid Common Areas including the right to:

(i) Use all water pipes, lines, mains, water facilities and installations constructed, placed, installed or maintained in, on, under or through said Common Areas with the right to take water from such pipes, lines, mains, facilities and installations for domestic use only in or about the dwellings erected on the Remaining Property, upon payment for such water at the rates charged by the agency or public utility supplying such water.

(ii) Use all sanitary sewer lines, mains, facilities and installations constructed, placed, installed or maintained in, on, under or through said Common Areas, with the right to discharge into and through said lines, mains, facilities and installations, sewage from dwellings erected on the Remaining Property; and

(iii) Use all storm water sewers, drains, pipes, lines, mains and other facilities and installations constructed, placed, installed or maintained in, on, under or through said Common Areas, with the right to discharge and drain into and through said sewers, drains, pipes, lines, mains and other drainage facilities and installations, surface water flowing on, over or from the Remaining Property.

ARTICLE X

General Provisions

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

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgments or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of

twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless prior to the commencement of any such period of ten (10) years an amendment termination adopted in accordance with this Section 3, is recorded in the Land Records of Harford County, Maryland. The Declaration may be amended during the first twenty (20) year period by an instrument signed by the Declarant, if the Declarant owns any Lot, and by not less than ninety per cent (90%) of the other Record Owners, and thereafter by an instrument signed by the Declarant, if the Declarant owns any Lot, and by not less than seventy-five per cent (75%) of the other Record Owners. Any amendment must be recorded and takes effect immediately upon recordation.

Section 4. Federal Housing Administration and Veterans Administration Approval. As long as there is a Class B member and if any Lot is security for a Mortgage or deed of trust insured by the FHA or VA, the following actions will require the prior approval of the FHA and/or VA, as the case may be: dedication of Common Area to the public; and amendment of this Declaration of Covenants, Conditions and Restrictions, except by the filing of a Supplemental Declaration of Covenants, Conditions and Restrictions as set forth in Article VIII (governed by the provisions of that Article) if development of the land described in the Supplemental Declaration is to take place in accordance with any plans which may have previously been approved by the FHA or VA.

Section 5. Conflicts. In the case of any conflict between this Declaration, the Articles of Incorporation and the By-Laws of the Association, the Declaration shall control.

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ARTICLE XI

Additional Rights of Declarant

In view of the fact that the construction of the Declarant's development is one which will take the Declarant several years to complete, the Declarant, in addition to all rights reserved to it under this Declaration, and notwithstanding any other provision of the Declaration specifically reserves the right to use any and all portions of the Property, including Common Area which may have previously been conveyed to the Association, for all reasonable purposes necessary or appropriate to the full and final completion of construction of the Fountain Glen development. Specifically, none of the provisions concerning architectural review shall in any way apply to any aspect of the Declarant's activities or construction, and notwithstanding any provisions of this Declaration, none of the aforesaid construction activities or any other activities associated with construction, sales management or administration of the Fountain Glen development shall be deemed noxious, offensive or a nuisance. The Declarant reserves the right to store material, construction debris and trash during the construction period on the Property without keeping same in containers. The Declarant will take reasonable steps to avoid unduly interfering with the beneficial use of the Lots. The Declarant specifically reserves the right to grant the rights reserved in this Article XI to assignees of Declarant for the purpose of constructing single family residences on Lots.

ARTICLE XII

SUBORDINATION OF LIEN

The Trustees hereby join in the execution of this Declaration, solely for the purpose of subordinating the lien of their Deed of Trust to the operation of this Declaration.

IN WITNESS WHEREOF, the parties hereto have caused this Declaration to be executed on the day and year first above written.

ATTEST:

FOUNTAIN GLEN CORP. ✓

Kandice C. Pyle
Secretary
KANDICE C. PYLE

By: Richard G. Carter (SEAL)
Richard G. Carter, President

WITNESS:

[Signature]

William L. Balfour (SEAL)
WILLIAM L. BALFOUR, Trustee

[Signature]

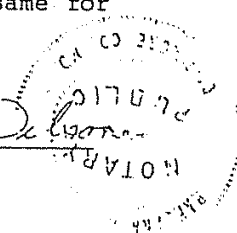
John C. Baldwin (SEAL)
JOHN C. BALDWIN, Trustee

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

I HEREBY CERTIFY that on this 25th day of November, 1985, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared RICHARD G. CARTER, President of Fountain Glen Corp., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing instrument to be the act of said corporation and further acknowledged that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Barbara A. Wilson
Notary Public



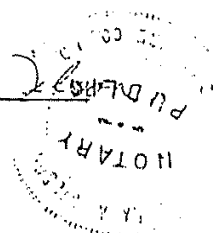
My Commission Expires July 1, 1986

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

I HEREBY CERTIFY that on this 25th day of November, 1985, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared WILLIAM L. BALFOUR, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Barbara A. Wilson
Notary Public



My Commission Expires July 1, 1986

EXHIBIT A
TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
FOUNTAIN GLEN CORP.

All of the property shown on the following plats:

a. Plat entitled "Plat I, Section I, Fountain Glen" prepared by Morris & Ritchie Associates, Inc., dated February 13, 1985 and recorded in the Plat Records of Harford County at Liber 52, folio 83.

b. Plat entitled "Plat II, Section I, Fountain Glen" prepared by Morris & Ritchie Associates, Inc., dated February 13, 1985 and recorded in the Plat Records of Harford County at Liber 52, folio 85.

c. Plat entitled "Plat III, Section I, Fountain Glen" prepared by Morris & Ritchie Associates, Inc., dated February 13, 1985 and recorded in the Plat Records of Harford County at Liber 52, folio 84.

Fountain Glen HOA

Declaration-CC&Rs Amendments



FOURTH AMENDMENT

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 7th day of September, 1988, by and among FOUNTAIN GLEN CORP., a Maryland corporation (hereinafter referred to as the "Declarant"), and WILLIAM L. BALFOUR and JOHN C. BALDWIN, Trustees for Operating Engineers Local No. 37 Pension Fund, and GARY P. BLUM, Trustee for The Bank of Baltimore (Messrs. Balfour, Baldwin and Blum being hereinafter collectively referred to as the "Trustees").

WHEREAS, the Declarant and William L. Balfour and John C. Baldwin, Trustees, executed a Declaration of Covenants, Conditions and Restrictions dated November 25, 1985, which is recorded among the Land Records of Harford County, Maryland at Liber C.G.H. 1298, folio 398 and the Declarant and the Trustees entered into a First Amendment to Declaration dated June 4, 1986 and recorded among the aforesaid Land Records at Liber C.G.H. 1331, folio 401, a Second Amendment dated August 19, 1986 and recorded among the aforesaid Land Records at Liber C.G.H. 1339, folio 531, and a Third Amendment dated October 30, 1986 and recorded among the aforesaid Land Records at C.G.H. 1354, folio 832 (hereinafter referred to as the "Declaration"); and

WHEREAS, William L. Balfour and John C. Baldwin are Trustees pursuant to a Deed of Trust and Security Agreement from the Declarant dated September 26, 1985, which Deed of Trust is recorded among the Land Records of Harford County, Maryland at Liber C.G.H. 1290, folio 71; and

WHEREAS, Gary P. Blum and Martin Roth are Trustees under a Deed of Trust and Security Agreement from the Declarant dated November 26, 1985, and modified by a First Modification of Deed of

Trust dated June 3, 1986, which Deed of Trust and First Modification are recorded among the Land Records of Harford County, Maryland at Liber C.G.H. 1298, folio 427 and Liber C.G.H. 1324, folio 200, respectively (Gary P. Blum being the sole Trustee at the time of the Execution of this Amendment); and

WHEREAS, the Declarant desires to annex a portion of the Remaining Property (as that term is defined in the Declaration) pursuant to Article VIII of the Declaration; and

WHEREAS, the Declarant desires to amend Article XI of the Declaration.

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

1. The term "Premises," as defined in the Declaration, is hereby amended to include all of the parcels of land located in Harford County, State of Maryland as more particularly described on Exhibit A attached hereto and made a part hereof.

2. The term "Plat of Fountain Glen," as defined in Article I, Section 6 of the Declaration, is hereby amended to include all of the land and premises shown on the plats entitled "Plat I, Section VI, Fountain Glen," "Plat II, Section VI, Fountain Glen," "Plat I, Section VII, Fountain Glen," "Plat II, Section VII, Fountain Glen," "Plat III, Section VII, Fountain Glen," and "Plat IV, Section VII, Fountain Glen," each prepared by George William Stephens, Jr. and Associates, Inc., and recorded among the Land Records of Harford County, Maryland in Plat Book 63, folios 61 and 62, and Plat Book 61, folios 45, 46, 47 and 48, respectively.

3. The Trustees hereby join in the execution of this Declaration, solely for the purpose of subordinating the liens of their respective Deeds of Trust to the operation of the Declaration, as amended.

4. Except as specifically modified hereby, the terms, covenants and conditions set forth in this Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Declaration to be executed on the day and year first above written.

ATTEST: FOUNTAIN GLEN CORP.

John Dorment
John Dorment,
Assistant Secretary

By Richard G. Carter (SEAL)
Richard G. Carter, President

WITNESS:

M. Doyle Pearce

William L. Balfour (SEAL)
WILLIAM L. BALFOUR, Trustee

M. Doyle Pearce

John C. Baldwin (SEAL)
JOHN C. BALDWIN, Trustee

Gary P. Blum (SEAL)
GARY P. BLUM, Trustee

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 7th day of September, 1988, before me, the Subscriber, a Notary Public of the State of Maryland, personally appeared Richard G. Carter, President of FOUNTAIN GLEN CORP., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged the foregoing instrument to be the act of said Corporation and further acknowledged that he executed the same for the purposes therein contained.

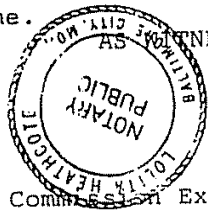
AS WITNESS my hand and Notarial Seal.

Paul D. [Signature]
Notary Public

My Commission expires: July 1, 1990

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 12th day of September, 1988, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared WILLIAM L. BALFOUR, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged the foregoing instrument to be his act, and in my presence signed and sealed the same.



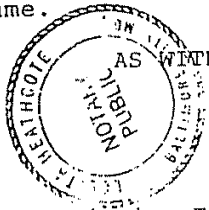
AS WITNESS my hand and Notarial Seal.

Solita Headgate
Notary Public

My Commission Expires: July 1, 1990

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 12th day of September, 1988, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared JOHN C. BALDWIN, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged the foregoing instrument to be his act, and in my presence signed and sealed the same.



AS WITNESS my hand and Notarial Seal.

Solita Headgate
Notary Public

My Commission Expires: July 1, 1990

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 9th day of September, 1988, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared GARY P. BLUM, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged the foregoing instrument to be his act, and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.

Naomi M. Lewis
Notary Public

My Commission Expires: July 1, 1990

EXHIBIT A
TO
FOURTH AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Lots 354 through 361 and 368 through 387 and all open space, common area, flood plain easements and streets as shown on the plat entitled "Plat I, Section VI, Fountain Glen," prepared by George William Stephens, Jr. and Associates, Inc. and recorded among the Plat Records of Harford County, Maryland at Plat Book 63, folio 61.

Lots 326 through 353 and 472 through 475 (which lots are hereby designated as "Townhouse Lots," as that term is defined in Article I, Section 11 of the Declaration) and all open space, common area, flood plain easements and streets as shown on the plat entitled "Plat II, Section VI, Fountain Glen," prepared by George William Stephens, Jr. and Associates, Inc. and recorded among the Plat Records of Harford County, Maryland at Plat Book 63, folio 62.

Lots 388 through 395, 412 and 462 through 471 and all open space, common area, flood plain easements, easement for storm water management pond and streets as shown on the plat entitled "Plat I, Section VII, Fountain Glen," prepared by George William Stephens, Jr. and Associates, Inc. and recorded among the Plat Records of Harford County, Maryland at Plat Book 61, folio 45.

Lots 396 through 411 and all open space, common area, flood plain easements, easement for storm water management pond and streets as shown on the plat entitled "Plat II, Section VII, Fountain Glen," prepared by George William Stephens, Jr. and Associates, Inc. and recorded among the Plat Records of Harford County, Maryland at Plat Book 61, folio 46.

Lots 436 through 461 and all open space, common area, flood plain easements, easement for storm water management pond and streets as shown on the plat entitled "Plat III, Section VII, Fountain Glen," prepared by George William Stephens, Jr. and Associates, Inc. and recorded among the Plat Records of Harford County, Maryland at Plat Book 61, folio 47.

Lots 413 through 435 and all open space, common area, flood plain easements, easement for storm water management pond and streets as shown on the plat entitled "Plat IV, Section VII, Fountain Glen," prepared by George William Stephens, Jr. and Associates, Inc. and recorded among the Plat Records of Harford County, Maryland at Plat Book 61 folio 48.

BEING part of the property which by Deed dated August 26, 1985 and recorded among the Land Records of Harford County in Liber C.G.H. 1290, folio 68, was conveyed by AMA Development Corporation to Fountain Glen Corp.

REC'D & RECORDED CGH
NO 1498 FOLIO 630

1988 SEP 16 AM 9:07

Mark D. Doshier
210 E. ...
Baltimore, Md 21236

HARFORD CO.
CHARLES G. HOBBS
CLERK

~~RETURN TO: MARK D. DOSHIER~~
~~10th FL. SUN LIFE BLDG.~~
~~20 S. CHARLES ST.~~
~~BALTIMORE, MD 21201~~

LIBER 1498 FOLIO 634

FOUNTAIN GLEN CORP.

FOURTH AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

Return to:

Mark D. Dopkin, Esq.
Law Offices
KAPLAN, HEYMAN, GREENBERG,
ENGELMAN & BELGRAD, P.A.
TENTH FLOOR SUN LIFE BUILDING
30 S. CHARLES STREET
BALTIMORE, MD. 21201

DATE 2/22/87

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this 30th day of October, 1986, by and among FOUNTAIN GLEN CORP., a Maryland corporation (hereinafter referred to as the "Declarant"), and WILLIAM L. BALFOUR and JOHN C. BALDWIN, Trustees for Operating Engineers Local No. 37 Pension Fund and GARY P. BLUM, Trustee for The Bank of Baltimore (Messrs. Balfour, Baldwin and Blum being hereinafter collectively referred to as the "Trustees").

WHEREAS, the Declarant and William L. Balfour and John C. Baldwin, Trustees, executed a Declaration of Covenants, Conditions and Restrictions dated November 25, 1985, which is recorded among the Land Records of Harford County, Maryland at Liber C.G.H. 1298, folio 398 and the Declarant and the Trustees entered into a First Amendment to Declaration dated June 4, 1986 and recorded among the aforesaid Land Records at Liber C.G.H. 1331, folio 401, and a Second Amendment dated August 19, 1986 and recorded among the aforesaid Land Records at Liber C.G.H. 1339, folio 531 (hereinafter referred to as the "Declaration"); and

REC FE 24.0

WHEREAS, William L. Balfour and John C. Baldwin are Trustees pursuant to a Deed of Trust and Security Agreement from the Declarant dated September 26, 1985, which Deed of Trust is recorded among the Land Records of Harford County, Maryland at Liber C.G.H. 1290, folio 71; and

REC FE 24.0

WHEREAS, Gary P. Blum and Martin Roth are Trustees under a Deed of Trust and Security Agreement from the Declarant dated November 26, 1985, and modified by a First Modification of Deed of Trust dated June 3, 1986, which Deed of Trust and First Modification are recorded among the Land Records of Harford County, Maryland at Liber C.G.H. 1298, folio 427 and Liber C.G.H. 1324, folio 200, respectively (Gary P. Blum being the sole Trustee at the time of the Execution of this Amendment); and

REC FE 24.0

WHEREAS, the Declarant desires to annex a portion of the Remaining Property (as that term is defined in the Declaration) pursuant to Article VIII of the Declaration; and

WHEREAS, the Declarant desires to amend Article XI of the Declaration.

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

1. The term "Premises," as defined in the Declaration, is hereby amended to include all of the parcels of land located in Harford County, State of Maryland as more particularly described on Exhibit A attached hereto and made a part hereof.

2. The term "Plat of Fountain Glen," as defined in Article I, Section 6 of the Declaration, is hereby amended to include all of the land and premises shown on the plats entitled "Section IV - Plat I, Fountain Glen," "Section IV - Plat II, Fountain Glen," and "Section IV - Plat III, Fountain Glen," each prepared by George William Stephens, Jr. and Associates, Inc., and recorded among the Land Records of Harford County, Maryland in Plat Book 56, folios 12, 13 and 14, respectively.

3. Article XI of the Declaration is hereby modified by adding:

In the event the Declarant uses any portion of the Property conveyed or to be conveyed to the Association for the storage of materials, construction debris and/or trash, the Declarant shall restore the land to as closely to its original state as is reasonably possible without cost to the Association or the Declarant shall pay the Association for the damage resulting from its failure to remove any materials, construction debris or trash stored on such portion of the Property.

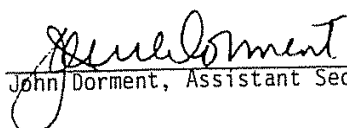
4. The Trustees hereby join in the execution of this Declaration, solely for the purpose of subordinating the liens of their respective Deeds of Trust to the operation of the Declaration, as amended.

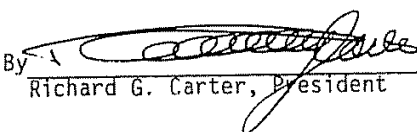
5. Except as specifically modified hereby, the terms, covenants and conditions set forth in this Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Declaration to be executed on the day and year first above written.

ATTEST:

FOUNTAIN GLEN CORP.


John Dorment, Assistant Secretary

By  (SEAL)
Richard G. Carter, President

- 2 -

WITNESS:

[Signature]

Susan A. McDonald

[Signature]

William L. Balfour (SEAL)
WILLIAM L. BALFOUR, Trustee

[Signature] (SEAL)
JOHN C. BALDWIN, Trustee

[Signature] (SEAL)
GARY B. BLUM, Trustee

_____ (SEAL)
~~_____~~

STATE OF MARYLAND, COUNTY OF BALTIMORE to wit:

I HEREBY CERTIFY, that on this 3rd day of October, 1986, before me, the Subscriber, a Notary Public of the State of Maryland, personally appeared RICHARD G. CARTER, President of Fountain Glen Corp., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged the foregoing instrument to be the act of said Corporation and further acknowledged that he executed the same for the purposes therein contained.

Dawn P. Allen
Notary Public

AS WITNESS my hand and Notarial Seal.

My Commission expires: July 1, 1990

STATE OF MARYLAND, City COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 15th day of October, 1986, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared WILLIAM L. BALFOUR, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged the foregoing instrument to be his act, and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.

Mary L. Antkowiak
Notary Public

My Commission Expires: July 1, 1990

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 15th day of October, 1986, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared JOHN C. BALDWIN, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged the foregoing instrument to be his act, and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.

Susan A. McDonald
Notary Public

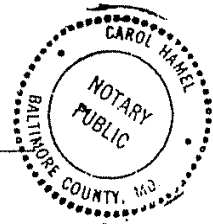
My Commission Expires: July 1, 1990

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 20th day of October, 1986, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared GARY P. BLUM, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged the foregoing instrument to be his act, and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.

Carol Hazel
Notary Public



My Commission Expires: July 1, 1990

~~STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit.~~

~~I HEREBY CERTIFY that on this _____ day of October, 1986, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared MARTIN ROTH, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged the foregoing instrument to be his act, and in my presence signed and sealed the same.~~

~~AS WITNESS my hand and Notarial Seal.~~

~~_____
Notary Public~~

~~My Commission Expires: July 1, 1990~~

EXHIBIT A
TO
THIRD AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Lots 219 through 226 and 246 through 259 and all open space, common area, flood plain easements and streets as shown on the plat entitled "Section IV - Plat I, Fountain Glen," prepared by George William Stephens, Jr. and Associates, Inc. and recorded among the Plat Records of Harford County, Maryland at Plat Book 56, folio 12.

Lots 227 through 236 and 260 through 269 and all open space, common area, flood plain easements and streets as shown on the plat entitled "Section IV - Plat II, Fountain Glen," prepared by George William Stephens, Jr. and Associates, Inc. and recorded among the Plat Records of Harford County, Maryland at Plat Book 56, folio 13.

Lots 237 through 245 and 270 through 273 and all open space, common area, flood plain easements, easement for storm water management pond and streets as shown on the plat entitled "Section IV - Plat III, Fountain Glen," prepared by George William Stephens, Jr. and Associates, Inc. and recorded among the Plat Records of Harford County, Maryland at Plat Book 56, folio 14.

BEING part of the property which by Deed dated August 26, 1985 and recorded among the Land Records of Harford County in Liber C.G.H. 1290, folio 68, was conveyed by AMA Development Corporation to Fountain Glen Corp.

REC'D & RECORDED 64
NO. 1354 FOLIO 232

1986 OCT 30 PM 12:52

HARFORD CO.
CHARLES G. HOBBS III
CLERK

LIBER 1354 FOLIO 0836

THIRD AMENDMENT
TO DECLARATION OF
COVENANTS, CONDITIONS, AND
RESTRICTIONS

FOUNTAIN GLEN CORP.

Return to:

LAW OFFICES
KAPLAN, HEYMAN, GREENBERG,
ENGELMAN & BELGRAD, P.A.
TENTH FLOOR-SUN LIFE BUILDING
CHARLES AND REDWOOD STREETS
BALTIMORE, MD. 21201

Mark D. Dopkin, Esq.

SECOND AMENDMENT

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this 19th day of August, 1986, by and among FOUNTAIN GLEN CORP., a Maryland corporation (hereinafter referred to as the "Declarant"), and WILLIAM L. BALFOUR and JOHN C. BALDWIN, Trustees for Operating Engineers Local No. 37 Pension Fund and GARY P. BLUM and MARTIN ROTH, Trustees for The Bank of Baltimore (Messrs. Balfour, Baldwin, Blum and Roth being hereinafter collectively referred to as the "Trustees").

WHEREAS, the Declarant and William L. Balfour and John C. Baldwin, Trustees, executed a Declaration of Covenants, Conditions and Restrictions dated November 25, 1985, which is recorded among the Land Records of Harford County, Maryland at Liber C.G.H. 1298, folio 398 and the Declarant and the Trustees entered into a First Amendment to Declaration dated June 4, 1986 and recorded among the aforesaid Land Records at Liber C.G.H. 1331, folio 401 (hereinafter referred to as the "Declaration"); and

WHEREAS, William L. Balfour and John C. Baldwin are Trustees pursuant to a Deed of Trust and Security Agreement from the Declarant dated September 26, 1985, which Deed of Trust is recorded among the Land Records of Harford County, Maryland at Liber C.G.H. 1290, folio 71; and

WHEREAS, Gary P. Blum and Martin Roth are Trustees under a Deed of Trust and Security Agreement from the Declarant dated November 26, 1985, which Deed of Trust is recorded among the Land Records of Harford County, Maryland at Liber C.G.H. 1298, folio 427; and

WHEREAS, the Declarant desires to annex a portion of the Remaining Property (as that term is defined in the Declaration) pursuant to Article VIII of the Declaration.

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

1. The term "Premises," as defined in the Declaration, is hereby amended to include all of the parcels of land located in Harford County, State of Maryland as more particularly described on Exhibit A attached hereto and made a part hereof.

2. The term "Plat of Fountain Glen," as defined in Article I, Section 6 of the Declaration, is hereby amended to include all of the land and premises shown on the plats entitled "Plat I - Section III, Fountain Glen," "Plat II - Section III, Fountain Glen," and "Plat III - Section III, Fountain Glen," each prepared by George William Stephens, Jr. and Associates, Inc., and recorded among the Land Records of Harford County, Maryland in Plat Book 55, folios 51, 52 and 53, respectively.

3. The Trustees hereby join in the execution of this Declaration, solely for the purpose of subordinating the liens of their respective Deeds of Trust to the operation of the Declaration, as amended.

4. Except as specifically modified hereby, the terms, covenants and conditions set forth in this Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Declaration to be executed on the day and year first above written.

ATTEST:

FOUNTAIN GLEN CORP.

Kandice C. Pyle
Kandice C. Pyle, Secretary

By Richard G. Carter (SEAL)
Richard G. Carter, President

WITNESS:

Michael J. Keane

William L. Balfour (SEAL)
WILLIAM L. BALFOUR, Trustee

Michael J. Keane

John C. Baldwin (SEAL)
JOHN C. BALDWIN, Trustee

Patricia M. Gultowski

Gary P. Blum (SEAL)
GARY P. BLUM, Trustee

Sydney Stone

Martin Roth (SEAL)
MARTIN ROTH, Trustee

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 19th day of August, 1986, before me, the Subscriber, a Notary Public of the State of Maryland, personally appeared RICHARD G. CARTER, President of Fountain Glen Corp., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged the foregoing instrument to be the act of said Corporation and further acknowledged that he executed the same for the purposes therein contained.

Dawn P. Allen
Notary Public

AS WITNESS my hand and Notarial Seal.

My Commission expires: July 1, 1990

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 13 day of August, 1986, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared WILLIAM L. BALFOUR, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged the foregoing instrument to be his act, and in my presence signed and sealed the same.

Patricia W. Howard
Notary Public

AS WITNESS my hand and Notarial Seal.

My Commission Expires: July 1, 1990

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 13 day of August, 1986, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared JOHN C. BALDWIN, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged the foregoing instrument to be his act, and in my presence signed and sealed the same.

Patricia W. Howard
Notary Public

AS WITNESS my hand and Notarial Seal.

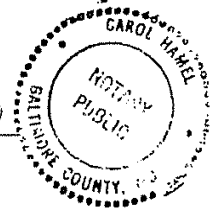
My Commission Expires: July 1, 1990

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 12th day of August, 1986, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared GARY P. BLUM, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged the foregoing instrument to be his act, and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.

Carol Hanel
Notary Public



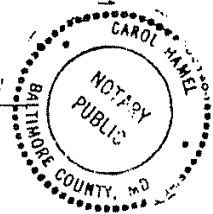
My Commission Expires: July 1, 1990

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 12th day of August, 1986, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared MARTIN ROTH, Trustee, known to me (or satisfactorily proven to be the person whose name is subscribed to the within instrument) and acknowledged the foregoing instrument to be his act, and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.

Carol Hanel
Notary Public



My Commission Expires: July 1, 1990

EXHIBIT A
TO
SECOND AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Lots 159 through 163 and 182 through 194 and all open space, common area and streets as shown on the plat entitled "Plat I - Section III, Fountain Glen," prepared by George William Stephens, Jr. and Associates, Inc. and recorded among the Plat Records of Harford County, Maryland at Plat Book 55, folio 51.

Lots 164 through 170 and 195 through 212 and all open space, common area and streets as shown on the plat entitled "Plat II - Section III, Fountain Glen," prepared by George William Stephens, Jr. and Associates, Inc. and recorded among the Plat Records of Harford County, Maryland at Plat Book 55, folio 52.

Lots 171 through 181 and 213 through 218 and all open space, common area and streets as shown on the plat entitled "Plat III - Section III, Fountain Glen," prepared by George William Stephens, Jr. and Associates, Inc. and recorded among the Plat Records of Harford County, Maryland at Plat Book 55, folio 53.

BEING part of the property which by Deed dated August 26, 1985 and recorded among the Land Records of Harford County in Liber C.G.H. 1290, folio 68, was conveyed by AMA Development Corporation to Fountain Glen Corp.

*Geo W. Stephens
203 E Broadway
Bel Air, MD*

REC'D & RECORDED SGH
1339 531

1985 AUG 20 AM 10:58

REC'D CO.
CHARLES G. HIDE, III
CLERK

LIBER 1339 FOLIO 0535

SECOND AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

By and Among

FOUNTAIN GLEN CORP.

and

WILLIAM L. BALEOUR and

JOHN C. BALDWIN

Return to:

LAW OFFICES

KAPLAN, HEYMAN, GREENBERG,
ENGELMAN & BELGRAD, P.A.
TENTH FLOOR-SUN LIFE BUILDING
CHARLES AND REDWOOD STREETS
BALTIMORE, Md. 21201

Mark D. Dinkin, Esq.

26-

FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this 4th day of ~~1986~~ ^{JUNE}, 1986, by and among FOUNTAIN GLEN CORP., a Maryland corporation (hereinafter referred to as the "Declarant"), and WILLIAM L. BALFOUR and JOHN C. BALDWIN, Trustees for Operating Engineers Local No. 37 Pension Fund and GARY P. BLUM and MARTIN ROTH, Trustees for The Bank of Baltimore (Messrs. Balfour, Baldwin, Blum and Roth being hereinafter collectively referred to as the "Trustees").

WHEREAS, the Declarant and William L. Balfour and John C. Baldwin, Trustees, executed a Declaration of Covenants, Conditions and Restrictions dated November 25, 1985, which is recorded among the Land Records of Harford County, Maryland at Liber C.G.H., III No. 1298, folio 398 (hereinafter referred to as the "Declaration"); and

WHEREAS, William L. Balfour and John C. Baldwin are Trustees pursuant to a Deed of Trust and Security Agreement from the Declarant dated September 26, 1985, which Deed of Trust is recorded among the Land Records of Harford County, Maryland at Liber C.G.H., III No. 1290, folio 71; and

WHEREAS, Gary P. Blum and Martin Roth are Trustees under a Deed of Trust and Security Agreement from the Declarant dated November 26, 1985, which Deed of Trust is recorded among the Land Records of Harford County, Maryland at Liber C.G.H., III No. 1298, folio 427; and

REC FE 25.

WHEREAS, the Declarant desires to annex a portion of the Remaining Property (as that term is defined in the Declaration) pursuant to Article VIII of the Declaration.

#259560 0002 R01 T1

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

07/80

1. The term "Premises," as defined in the Declaration, is hereby amended to include all of the parcels of land located in Harford County,

... and as more particularly described on Exhibit A attached hereto and made a part hereof.

2. The term "Plat of Fountain Glen," as defined in Article I, Section 6 of the Declaration, is hereby amended to include all of the land and premises shown on the plats entitled "Section II - Plat I, Fountain Glen," "Section II - Plat II, Fountain Glen," and "Section V, Fountain Glen," each prepared by George William Stephens, Jr. and Associates, Inc., and dated July 7, 1986 and recorded among the Land Records of Harford County, Maryland in Plat Book 55, folios 2, 3 and 4, respectively.

3. The Trustees hereby join in the execution of this Declaration, solely for the purpose of subordinating the liens of their respective Deeds of Trust to the operation of the Declaration, as amended.

4. Except as specifically modified hereby, the terms, covenants and conditions set forth in this Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Declaration to be executed on the day and year first above written.

ATTEST:

FOUNTAIN GLEN CORP.

Kandice C. Pyle
Kandice C. Pyle, Secretary

By Richard G. Carter (SEAL)
Richard G. Carter, President

WITNESS:

[Signature]

William L. Balfour (SEAL)
WILLIAM L. BALFOUR, Trustee

[Signature]

John C. Baldwin (SEAL)
JOHN C. BALDWIN, Trustee

H. P. Blum

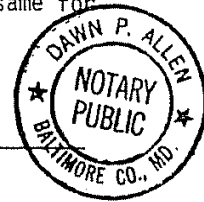
Gary P. Blum (SEAL)
GARY P. BLUM, Trustee

H. P. Blum

Martin Roth (SEAL)
MARTIN ROTH, Trustee

I HEREBY CERTIFY that on this 5 day of June 1986, before me, the Subscriber, a Notary Public of the State of Maryland, personally appeared RICHARD G. CARTER, President of Fountain Glen Corp., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged the foregoing instrument to be the act of said Corporation and further acknowledged that he executed the same for the purposes therein contained.

Dawn P. Allen
Notary Public



AS WITNESS my hand and Notarial Seal.

My Commission expires: July 1, 1986

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 30th day of May, 1986, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared WILLIAM L. BALFOUR, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged the foregoing instrument to be his act, and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.

Barbara A. Hemler
Notary Public

My Commission Expires: July 1, 1986

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 30th day of May, 1986, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared JOHN C. BALDWIN, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged the foregoing instrument to be his act, and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.

Barbara A. Hemler
Notary Public

My Commission Expires: July 1, 1986

CITY
STATE OF MARYLAND, ~~COUNTY~~ OF BALTIMORE, to wit:

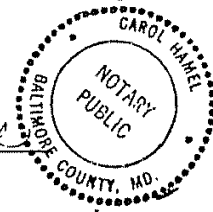
I HEREBY CERTIFY that on this 4 day of June 1986, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared GARY P. BLUM, Trustee, known to me (or satisfactorily proven) to

be the person whose name is subscribed to the within instrument and acknowledged the foregoing instrument to be his act, and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.

Carol Hamel

Notary Public



My Commission Expires: July 1, 1986

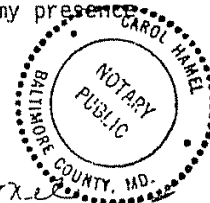
STATE OF MARYLAND, ~~COUNTY~~ ^{CITY} OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 4th day of June, 1986, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared MARTIN ROTH, Trustee, known to me (or satisfactorily proven to be the person whose name is subscribed to the within instrument) and acknowledged the foregoing instrument to be his act, and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.

Carol Hamel

Notary Public



My Commission Expires: July 1, 1986

EXHIBIT A
TO
FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

Lots 83 through 138, inclusive, and all open space or common area in streets as shown on the Plat entitled "Section II - Plat I, Fountain Glen," which plat is recorded among the Land Records of Harford County in Plat Book 55, folio 2.

Lots 74 through 82, inclusive, and Lots 139 through 158, inclusive, and Lot 362 and all open space or common area in streets shown on the Plat entitled "Section II - Plat II, Fountain Glen," which plat is recorded among the Land Records of Harford County in Plat Book 55, folio 3.

Lots 274 through 325, inclusive, and Lots 363 through 367, inclusive, and all open space or common area in streets shown on the Plat entitled "Section V, Fountain Glen," which plat is recorded among the Land Records of Harford County in Plat Book 55, folio 4.

BEING part of the property which by Deed dated August 26, 1985 and recorded among the Land Records of Harford County in Liber No. 1290, folio 68, was conveyed by AMA Development Corporation to Fountain Glen Corp.

The below-listed lots are hereby designated as "Townhouse Lots" as that term is defined in Article I, Section 11 of the Declaration:

Lots 83 through 138, inclusive, as shown on the plat of Section II - Plat I, Fountain Glen;

Lots 139 through 158, inclusive as shown on the plat of Section II - Plat II, Fountain Glen;

Lots 274 through 325, inclusive, as shown on the plat of Section V, Fountain Glen.

RETURN TO:
GEO. CO. STEPHENS JR. & ASSOC
203 E. BROADWAY
BELAIR, MD. 21014

REC'D & RECORDED CCH
LIB 1331: FOLIO 401

1985 JUL -7 PM 1:21

REC'D & RECORDED
C. CO. STEPHENS JR. & ASSOC.
CLERK

LIBER 1331 FOLIO 0405

FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS
AND RESTRICTIONS

By and Among

FOUNTAIN GLEN CORP.

and

WILLIAM L. BALFOUR and

JOHN G. BALDWIN

Return To:

LAW OFFICES

KAPLAN, HEYMAN, GREENBERG,
ENGELMAN & BELGRAD, P.A.
TENTH FLOOR-SUN LIFE BUILDING
CHARLES AND REDWOOD STREETS
BALTIMORE, MD. 21201

Mark D. Dopkin, Esq.

Fountain Glen HOA

Reserve Report





Reserve Study for

**Fountain Glen Homeowners Association
Belair, MD**

May 22, 2023



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Prepared by Global Solution Partners
Fountain Glen Homeowners Association Reserve Study

May 22, 2023

Mr. Ron Rims
Community Association Manager
American Community Management
PO Box 488
Linthicum Heights, MD 21076

Dear Mr. Rims,

Global Solution Partners is pleased to present to you and the Fountain Glen Homeowners Association the requested Reserve Study. We believe that you will find this reserve funding study to be thorough and complete. After you have had an opportunity to review the report, please do not hesitate to contact us. We are always happy to answer any questions you may have.

Property Description

Fountain Glen is a single-family and townhome community located in Belair, MD. The community is comprised of 472 single-family homes and townhomes and is approximately 39 years old. Some of the common assets of the Fountain Glen Homeowners Association include the asphalt paved streets and parking areas in the townhome sections, two playgrounds, the street lights in the townhome sections, and the mailbox kiosks in the townhome sections. The community appeared to be in good condition for its age.

Executive Financial Summary

Based on the information collected during the Reserve Study process, the recommended reserve fund contribution for 2024 is \$33,000. The annual contribution recommendations have been set to meet future expenses while avoiding special assessments and minimizing dues increases. The recommended contributions increase annually by 3.00% in an effort to have today's homeowners and future homeowners share a fair and equitable portion of the financial obligations to maintain the community.

Most association board members find the [Cash Flow Analysis](#) table and the [Projected Reserve Contributions](#) table to be helpful overviews of the study. The cash flow table shows the recommended annual reserve payments by year for the entire 30-year study period. The Projected Reserve Contributions table breaks down the annual contribution based on the number of unit owners in the community and shows how much they will individually be contributing to the reserves on a monthly and annual basis.

It is important to realize that this study is a snapshot based on current conditions and circumstances which no doubt will change. With this in mind, it is essential to have the study updated periodically to maintain its relevance.

COVID-19 Labor and Materials Costs

Due to the COVID-19 global pandemic, labor and material costs have increased significantly since the beginning of the pandemic; projections made in this report reflect the best information available for today's costs. Labor and material costs will continue to be evaluated by Global Solution Partners and will be reviewed in future updates.

Date of Site Visit

The site visit for Fountain Glen Homeowners Association was conducted by Mr. Yaw Bonsu of Global Solution Partners on April 29, 2023.

Property Observations

- The Association is responsible for the asphalt streets and parking areas of the townhome section, which include Kildonan Court, Lochern Terrace, Murray Place, and Gairloch Place. The portion of asphalt on Kildonan Court from Redfield Road to the playground has recently been resurfaced and was in overall good condition at the time of the site visit. A pavement maintenance proposal from Chamberlain Contractors dated November 21, 2022, was provided to Global Solution Partners for review and inclusion in this report. The scope of the proposal includes milling and paving and restriping parking spots for the section of Kildonan Court from unit 631 to 626 and all of Murray Court. These areas have been factored into the reserve study along with the milling and repaving of Gairloch Place. Costs used in this report have been based on the supplied proposal.
- There are two playgrounds on site - one at Kildonan Court and one at Gairloch Place. The playground equipment is in overall good condition. Deterioration was observed at the wood borders at both playgrounds; replacement of the borders and the playground equipment have been included in the reserves.

Depth of Study

A site visit was made to verify the existing condition as it relates to the average life expectancies of the various reserve study components and to verify component quantities. In-place testing, laboratory testing, and non-destructive testing of the reserve study components were not performed. Field measurements of component quantities were made to either verify improvement plan take-offs or determine directly the quantities of various components. Photographs were taken of the site improvements.

Summary of Financial Assumptions

The below table contains a partial summary of information including desired study start date, number of dues-paying members, and beginning reserve fund balance, provided by the client or client's representative for the Fountain Glen Homeowners Association reserve funding study.

Reserve Study by Calendar Year Starting	January 1, 2024
Reserve Funding Study Length	30 years
Number of Dues Paying Members	472

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Fountain Glen Homeowners Association Reserve Study

Reserve Balance as of January 1, 2024	\$459,378.00
Annual Inflation Rate	2.41%
Interest Rate on Reserve Funds	0.50%
Dues Change Period	1 year

Recommended Payment Schedule

The below table contains Global Solution Partners' recommended schedule of reserve fund contribution payments for the next five years. See the [Projected Reserve Contributions](#) table later in this report for the full 30 years. Failure to follow the proposed schedule of payments may result in inadequate reserve funds and require the use of Special Assessments in the future. The recommended reserve fund contributions have been set to meet future capital expenses while avoiding special assessments and minimizing dues increases.

Calendar Year	Member Monthly Reserve Payment	Monthly Reserve Payment	Annual Reserve Payment	Proposed Reserve Balance
2024	\$5.83	\$2,750	\$33,000	\$231,237
2025	\$6.00	\$2,833	\$33,990	\$266,036
2026	\$6.18	\$2,917	\$35,010	\$301,977
2027	\$6.37	\$3,005	\$36,060	\$275,388
2028	\$6.56	\$3,095	\$37,142	\$307,076

Reserve Study Assumptions

The below-listed assumptions are implicit in this reserve study:

- Cost estimates and financial information are accurate and current
- No unforeseen circumstances will cause a significant reduction of reserves
- Sufficient comprehensive property insurance exists to protect from insurable risks
- The association plans to continue to maintain the existing common areas and amenities
- Reserve payments occur at the end of every calendar month
- Expenses occur at the end of the expense year

Impact of Component Life

The projected life expectancy of the major components and the reserve funding needs of the Association are closely tied. Performing the appropriate routine maintenance for each major component generally increases the component useful life, effectively moving the component expense into the future which reduces the reserve funding payments of the Association. Failure to perform such maintenance can shorten the remaining useful life of the major components, bringing the replacement expense closer to the present which increases the reserve funding payments of the Association.

Inflation Estimate

An annual inflation multiplier of 2.41% has been applied to all future expenses within the 30-year study period. This annual inflation rate was obtained by averaging the previous 30-years' rates as published by the U.S. Bureau of Labor Statistics.

Initial Reserves

Initial reserves for this Reserve Study were projected by the client to be \$459,378.00 on January 1, 2024. An interest rate of 0.50% per year has been factored into this Reserve Study. The implicit assumption has been made that the reserve accounts were not drawn down between the date of the known reserve balance and the study start date.

Financial Condition of Association

It is recommended that the association adjust its reserve fund contributions to align with the [Cash Flow Analysis](#) and [Projected Reserve Contributions](#) tables contained in this study.

Special Assessments

Special Assessments have not been factored into this Reserve Study.

Reserve Funding Goal

The reserve fund goal is to maintain a reserve account balance that meets or exceeds the annual cash flow requirement for the maintenance or replacement of all community reserve items.

Study Method

Every reserve item has been given an estimated remaining useful life, an estimated useful life when new, a present cost, and an estimated future cost based on inflation. The present costs of the reserve items in this report have been estimated using a variety of sources including professional cost estimating resources, actual costs provided by the client, our proprietary database, and the knowledge and experience of our Reserve Analysts. Equal annual payments are calculated for each reserve item based upon a payment starting year and a payment ending year using the end-of-period payment method. Interest earned, if applicable, on accumulated reserve funds and taxes on the reserve interest are also calculated. As you review this report, you may find the specifics e.g. quantities, costs, life expectancies, etc. of each reserve item in the [Reserve Study Expense Item Listing](#) table. We hope that you will appreciate the level of detail that is used in developing your customized funding plan.

Global Solution Partners has estimated future projected expenses for Fountain Glen Homeowners Association based upon the preservation of existing components within the community that the association is responsible for maintaining. The reserve study is limited in scope to those expense items listed in the [Reserve Study Expense Item Listing](#) table. Expense items that have an expected life of more than 30 years may not be included in this reserve study unless payment for these items overlaps the 30-year reserve study envelope.

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Fountain Glen Homeowners Association Reserve Study

Of primary concern is the preservation of a positive funding balance with funds sufficient to meet projected expenses throughout the study life. Based upon the included reserve funding study, it is our professional opinion that the annual reserve fund contributions recommended in the Annual Reserve Payment column of the [Cash Flow Analysis](#) table and subsequent breakdown of those contributions as member monthly fees shown in the [Projected Reserve Contributions](#) table will realize this goal.

In the process of developing the study, Global Solution Partners gathered specific information about the property by conducting a site visit and performing research through various sources. Additionally, information e.g. current reserve fund balances, number of dues-paying members, desired start date, pertinent maintenance history, etc. were obtained directly from the client and/or the client's representative. Global Solution Partners relies on such information provided by the client and assumes it to be complete and accurate. Where the age of a particular Reserve Item (as listed in the Reserve Study) is unknown, the client or client's representative provided to Global Solution Partners the client's best-estimate age of that item. If the client or client's representative was unable to provide an estimate of a Reserve Item's age, Global Solution Partners made its own estimate of the age of the Reserve Item based on visual observation. The Reserve Study is created for the association's use and is a reflection of information gathered by and provided to Global Solution Partners.

This information is not for the purpose of performing an audit, historical records, quality, or forensic analyses. Any on-site evaluation is not considered to be a project audit, quality inspection, or engineering study.

Keeping Your Reserve Study Current

Global Solution Partners believes that funding studies are an essential part of property management. People and property are constantly changing and evolving. As a result, the useful life of a funding study is at best a few years.

This reserve study should be updated when any of the following occur:

- At least once every three years
- At significant changes in inflation rates
- At changes in the number of dues-paying members
- Before starting new improvements
- Before making changes to the property
- After a flood or fire
- After the change of ownership or management
- After Annexation or Incorporation

Items Beyond the Scope of This Report

- Building or land appraisals for any purpose
- State or local zoning ordinance violations
- Building code violations
- Soils conditions, soils contamination or geological stability of site
- Engineering analysis or structural stability of the site
- Air quality, asbestos, electromagnetic radiation, formaldehyde, lead, mercury, or radon
- Water quality or other environmental hazards

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Fountain Glen Homeowners Association Reserve Study

- Invasions by termites and any or all other destroying organisms or insects
- Damage or destruction due to birds, bats, or animals to buildings or site
- This study is not a pest inspection
- Adequacy or efficiency of any system or component on site
- Specifically excluded reserve items
- Septic systems and septic tanks
- Buried or concealed portions of swimming pools, pool liners, Jacuzzis and spas or similar items
- Items concealed by signs, carpets, or other things
- Missing or omitted information not supplied by the client for purposes of reserve study preparation
- Hidden improvements such as sewer, water, and electrical lines, or other buried or concealed items
- A Property Condition Assessment or other specialty or comprehensive inspection
- A roof inspection

Maryland State Regulations

The requirements for community associations in the State of Maryland are as follows:

House Bill 107 (HB 107) requires that community associations conduct a Reserve Study (and update that Reserve Study every five years) of the reserves needed for future major repairs and replacement of the common elements of a cooperative housing corporation or condominium, or the common areas of a homeowner's association (HOA).

Governing Documents

The CCRs (conditions, covenants, and restrictions) governing documents were provided and reviewed as part of this study to assist in determining what parties are responsible for various assets within the community.

Items Considered to be Long-Lived

Items considered to be long-lived are intentionally not included in this study. Long-lived items are typically those items that have a useful life expectancy beyond the current study period. The following items have been identified as long-lived and therefore are not included in this study:

- Detention ponds

Although the concrete surfaces could be considered to be Long-Lived, a repair and maintenance allowance has been factored into this analysis. Routine maintenance of these items will not only enhance the look of the community but may also extend the design life of these items.

Items Considered to be Operational

Items considered to be typically included in the operational budget are intentionally not included in this study. Operational budget items typically include routine maintenance and lower-cost items. The following items have been identified as operational budget items and therefore are not included in this study:

- Low-voltage landscape lighting
- The section of split rail wood fencing located on Fountain Glen Drive north of Halkirk Way

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Fountain Glen Homeowners Association Reserve Study

- General landscaping
- General community signage

Items Maintained by Others

Items maintained by other entities or individuals i.e. municipalities, individual dwelling unit owners, other associations, utility companies, etc... are intentionally not included in this study. The following items have been identified as being maintained by others and therefore are not included in this study:

- Fire hydrants on site
- Water supply system
- Sewer system
- Transformers on site
- Single-family homes and their lots
- Townhome units and their lots
- Rear yard fences
- Asphalt streets and the associated concrete flatwork in the single-family home section
- Street lights in the single-family home section
- Unit driveways
- Mailboxes in the single-family home section
- Storm drains in the single-family home section

Statement of Qualifications

Global Solution Partners is a professional firm in the business of preparing Reserve Studies and other related property services for resorts, hotels, and community associations. We are familiar with construction practices, construction costs, and contracting practices. Our staff members have vast experience in property due diligence and hold many certifications and licenses including but not limited to; contracting, engineering, roofing, code inspection, real estate, project management, home inspection, and pest control.

Conflict of Interest

As the preparer of this reserve study, Global Solution Partners certifies that we do not have any vested interests, financial interests, or other interests that would cause a conflict of interest in the preparation of this reserve study.

Global Solution Partners would like to thank the Fountain Glen Homeowners Association for the opportunity to be of service in the preparation of this Reserve Study. If you have any questions, please don't hesitate to contact us.

Prepared by

Cheryl Rorrer, RS
Project Manager
Global Solution Partners

Community Photos



Recently repaved section of Kildonan Court



Section of Kildonan Court to be repaved



Lochern Terrace



Gairloch Place



Murray Place



Typical storm drain, curb, and sidewalk -
Kildonan Court

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Fountain Glen Homeowners Association Reserve Study



Typical street light at townhome section



Playground - Kildonan Court



Playground - Gairloch Place



Typical mailbox kiosk



Concrete sidewalks - Gairloch Place & Redfield Road



Detention pond and catch basin

Reserve Item Categories

Paving



Item Name	Present Cost	Remaining Life	Expected Life	First Expense Year	First Expense	Repeating Item?
Asphalt paved streets and parking areas - mill, overlay, stripe - 631 to 626 Kildonan Ct.	\$37,887.92	24 Yrs	25 Yrs	2048	\$67,099.23	Y
Asphalt paved streets and parking areas - mill, overlay, stripe - Gairloch Place	\$155,234.10	0 Yrs	25 Yrs	2024	\$155,234.10	Y
Asphalt paved streets and parking areas - mill, overlay, stripe - Kildonan Ct. from Redfield Rd. to playground	\$46,310.39	23 Yrs	25 Yrs	2047	\$80,085.31	Y
Asphalt paved streets and parking areas - mill, overlay, stripe - Lochern Terrace	\$107,514.89	0 Yrs	25 Yrs	2024	\$107,514.89	Y
Asphalt paved streets and parking areas - mill, overlay, stripe - Murray Place	\$43,178.10	24 Yrs	25 Yrs	2048	\$76,468.10	Y
Asphalt paved streets and parking areas - seal, & stripe - 631 to 626 Kildonan Ct.	\$4,479.36	5 Yrs	5 Yrs	2029	\$5,045.77	Y
Asphalt paved streets and parking areas - seal, & stripe - Gairloch Place	\$18,352.80	5 Yrs	5 Yrs	2029	\$20,673.51	Y

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Fountain Glen Homeowners Association Reserve Study

Asphalt paved streets and parking areas - seal, & stripe - Kildonan Ct. from Redfield Rd. to playground	\$5,475.12	5 Yrs	5 Yrs	2029	\$6,167.45	Y
Asphalt paved streets and parking areas - seal, & stripe - Lochern Terrace	\$12,711.12	5 Yrs	5 Yrs	2029	\$14,318.44	Y
Asphalt paved streets and parking areas - seal, & stripe - Murray Place	\$5,104.80	5 Yrs	5 Yrs	2029	\$5,750.30	Y
Concrete curb repair allowance (10% every 10 years) - Townhome section	\$13,793.22	6 Yrs	10 Yrs	2030	\$15,911.82	Y
Concrete sidewalks repair allowance (10% every 10 years) - Townhome section	\$31,089.32	3 Yrs	10 Yrs	2027	\$33,391.69	Y

Playgrounds



Item Name	Present Cost	Remaining Life	Expected Life	First Expense Year	First Expense	Repeating Item?
Children's Playground Equipment Replacement - Gairloch Place	\$29,400.00	11 Yrs	20 Yrs	2035	\$38,204.40	Y
Children's Playground Equipment Replacement - Kildonan Court	\$29,400.00	11 Yrs	20 Yrs	2035	\$38,204.40	Y
Playground signage replacement - both playgrounds	\$3,234.00	11 Yrs	20 Yrs	2035	\$4,202.48	Y
Timber borders - railroad ties - both playgrounds	\$5,834.30	4 Yrs	20 Yrs	2028	\$6,417.39	Y

Site Elements



Item Name	Present Cost	Remaining Life	Expected Life	First Expense Year	First Expense	Repeating Item?
Concrete drainage catch basin - at detention area on Fountain Glen Dr. north of Halkirk Way	\$1,764.00	30 Yrs	40 Yrs	2054	\$3,603.87	Y
Entrance and monuments refurbishment	\$14,700.00	7 Yrs	25 Yrs	2031	\$17,366.56	Y
Mailbox pedestal kiosk replacement - Townhome section	\$28,224.00	3 Yrs	25 Yrs	2027	\$30,314.17	Y
Stormwater drainage system repair allowance - Townhome section	\$26,460.00	13 Yrs	15 Yrs	2037	\$36,061.24	Y
Street lighting replacement - Townhome section	\$35,280.00	18 Yrs	28 Yrs	2042	\$54,161.56	Y

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Funding Reserve Analysis
Reserve Item Listing

Category	Reserve Items	Unit Cost	No Units	Current Cost When New	Estimated Remaining Life	Estimated Remaining Life When New	Year	Estimated Future Cost	Straight Line Payment
Paving	Asphalt paved streets and parking areas - mill, overlay, stripe - 631 to 626 Kildonan Ct.	\$2.03 sqft	18,664 sqft	\$37,888	24 Yrs	25 Yrs	2048 2073 2098	\$67,099 \$121,696 \$220,717	\$2,684 \$4,868 \$8,829
Paving	Asphalt paved streets and parking areas - mill, overlay, stripe - Gairloch Place	\$2.03 sqft	76,470 sqft	\$155,234	0 Yrs	25 Yrs	2024 2049 2074	\$155,234 \$281,544 \$510,629	\$155,234 \$11,262 \$20,425
Paving	Asphalt paved streets and parking areas - mill, overlay, stripe - Kildonan Ct. from Redfield Rd. to playground	\$2.03 sqft	22,813 sqft	\$46,310	23 Yrs	25 Yrs	2047 2072 2097	\$80,085 \$145,249 \$263,434	\$3,337 \$5,810 \$10,537
Paving	Asphalt paved streets and parking areas - mill, overlay, stripe - Lochern Terrace	\$2.03 sqft	52,963 sqft	\$107,515	0 Yrs	25 Yrs	2024 2049 2074	\$107,515 \$194,997 \$353,661	\$107,515 \$7,800 \$14,146
Paving	Asphalt paved streets and parking areas - mill, overlay, stripe - Murray Place	\$2.03 sqft	21,270 sqft	\$43,178	24 Yrs	25 Yrs	2048 2073 2098	\$76,468 \$138,688 \$251,535	\$3,059 \$5,548 \$10,061
Paving	Asphalt paved streets and parking areas - seal, & stripe - 631 to 626 Kildonan Ct.	\$0.24 sqft	18,664 sqft	\$4,479	5 Yrs	5 Yrs	2029 2034 2039	\$5,046 \$5,684 \$6,403	\$841 \$1,137 \$1,281
Paving	Asphalt paved streets and parking areas - seal, & stripe - Gairloch Place	\$0.24 sqft	76,470 sqft	\$18,353	5 Yrs	5 Yrs	2029 2034 2039	\$20,674 \$23,288 \$26,232	\$3,446 \$4,658 \$5,246
Paving	Asphalt paved streets and parking areas - seal, & stripe - Kildonan Ct. from Redfield Rd. to playground	\$0.24 sqft	22,813 sqft	\$5,475	5 Yrs	5 Yrs	2029 2034 2039	\$6,167 \$6,947 \$7,826	\$1,028 \$1,389 \$1,565
Paving	Asphalt paved streets and parking areas - seal, & stripe - Lochern Terrace	\$0.24 sqft	52,963 sqft	\$12,711	5 Yrs	5 Yrs	2029 2034 2039	\$14,318 \$16,129 \$18,169	\$2,386 \$3,226 \$3,634

Prepared by Global Solution Partners
Funding Reserve Analysis
Reserve Item Listing

Category	Reserve Items	Unit Cost	No Units	Current Cost When New	Estimated Remaining Life	Estimated Remaining Life When New	Year	Estimated Future Cost	Straight Line Payment
Paving	Asphalt paved streets and parking areas - seal, & stripe - Murray Place	\$0.24 sqft	21,270 sqft	\$5,105	5 Yrs	5 Yrs	2029 2034 2039	\$5,750 \$6,477 \$7,296	\$958 \$1,295 \$1,459
Paving	Concrete curb repair allowance (10% every 10 years) - Townhome section	\$16.02 Inft	861 Inft	\$13,793	6 Yrs	10 Yrs	2030 2040 2050	\$15,912 \$20,190 \$25,619	\$2,273 \$2,019 \$2,562
Paving	Concrete sidewalks repair allowance (10% every 10 years) - Townhome section	\$14.29 sqft	2,176 sqft	\$31,089	3 Yrs	10 Yrs	2027 2037 2047	\$33,392 \$42,370 \$53,763	\$8,348 \$4,237 \$5,376
Playgrounds	Children's Playground Equipment Replacement - Gairloch Place	\$29400.00 ea	1 ea	\$29,400	11 Yrs	20 Yrs	2035 2055 2075	\$38,204 \$61,512 \$99,039	\$3,184 \$3,076 \$4,952
Playgrounds	Children's Playground Equipment Replacement - Kildonan Court	\$29400.00 ea	1 ea	\$29,400	11 Yrs	20 Yrs	2035 2055 2075	\$38,204 \$61,512 \$99,039	\$3,184 \$3,076 \$4,952
Playgrounds	Playground signage replacement - both playgrounds	\$1617.00 ea	2 ea	\$3,234	11 Yrs	20 Yrs	2035 2055 2075	\$4,202 \$6,766 \$10,894	\$350 \$338 \$545
Playgrounds	Timber borders - railroad ties - both playgrounds	\$14.23 Inft	410 Inft	\$5,834	4 Yrs	20 Yrs	2028 2048 2068	\$6,417 \$10,333 \$16,636	\$1,283 \$517 \$832
Site Elements	Concrete drainage catch basin - at detention area on Fountain Glen Dr. north of Halkirk Way	\$1764.00 ea	1 ea	\$1,764	30 Yrs	40 Yrs	2054 2094 2134	\$3,604 \$9,343 \$24,219	\$116 \$234 \$605
Site Elements	Entrance and monuments refurbishment	\$14700.00 lump sum	1 lump sum	\$14,700	7 Yrs	25 Yrs	2031 2056 2081	\$17,367 \$31,497 \$57,126	\$2,171 \$1,260 \$2,285
Site Elements	Mailbox pedestal kiosk replacement - Townhome section	\$2352.00 ea	12 ea	\$28,224	3 Yrs	25 Yrs	2027 2052 2077	\$30,314 \$54,980 \$99,716	\$7,579 \$2,199 \$3,989
Site Elements	Stormwater drainage system repair allowance - Townhome section	\$2940.00 ea	9 ea	\$26,460	13 Yrs	15 Yrs	2037 2052 2067	\$36,061 \$51,544 \$73,674	\$2,576 \$3,436 \$4,912

Prepared by Global Solution Partners
 Funding Reserve Analysis

Reserve Item Listing

Category	Reserve Items	Unit Cost	No Units	Current Cost When New	Estimated Remaining Life	Estimated Remaining Life When New	Year	Estimated Future Cost	Straight Line Payment
Site Elements	Street lighting replacement - Townhome section	\$2352.00 ea	15 ea	\$35,280	18 Yrs	28 Yrs	2042	\$54,162	\$2,851
							2070	\$105,506	\$3,768
							2098	\$205,525	\$7,340

Note for communities using straight line funding: Straight Line Annual Payments do not include earned interest, tax adjustments, or payments made with initial reserves.

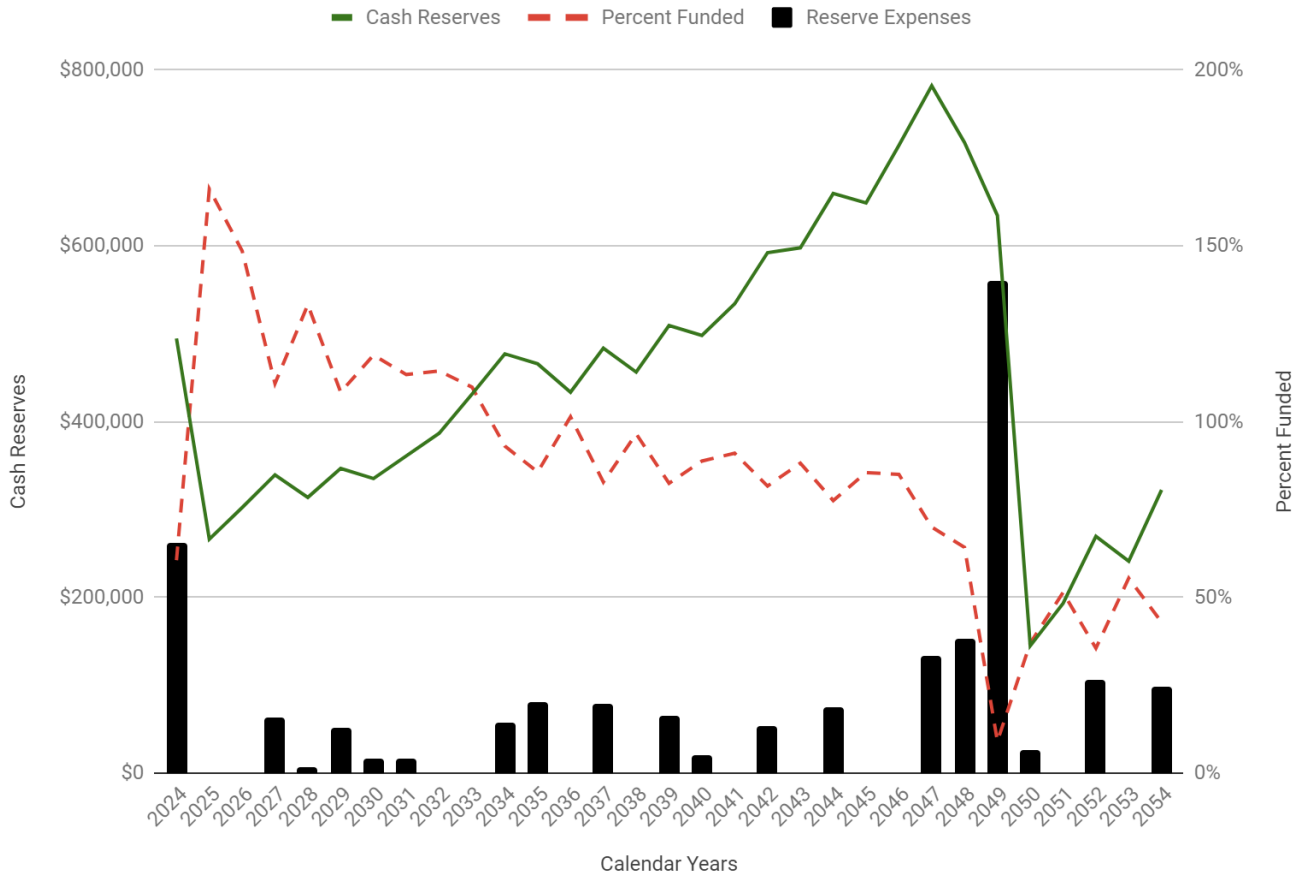
Prepared by Global Solution Partners
Funding Reserve Analysis

Cash Flow Analysis

Calendar Year	Annual Reserve Payment	Annual Interest	Annual Expenses	Annual Income Tax on Interest	Net Reserve Funds
2024	\$33,000	\$2,297	\$262,749	\$689	\$231,237
2025	\$33,990	\$1,156		\$347	\$266,036
2026	\$35,010	\$1,330		\$399	\$301,977
2027	\$36,060	\$1,510	\$63,706	\$453	\$275,388
2028	\$37,142	\$1,377	\$6,417	\$413	\$307,076
2029	\$38,256	\$1,535	\$51,955	\$461	\$294,452
2030	\$39,404	\$1,472	\$15,912	\$442	\$318,974
2031	\$40,586	\$1,595	\$17,367	\$478	\$343,310
2032	\$41,803	\$1,717		\$515	\$386,315
2033	\$43,058	\$1,932		\$579	\$430,724
2034	\$44,349	\$2,154	\$58,525	\$646	\$418,056
2035	\$45,680	\$2,090	\$80,611	\$627	\$384,588
2036	\$47,050	\$1,923		\$577	\$432,984
2037	\$48,462	\$2,165	\$78,432	\$649	\$404,529
2038	\$49,915	\$2,023		\$607	\$455,861
2039	\$51,413	\$2,279	\$65,926	\$684	\$442,943
2040	\$52,955	\$2,215	\$20,190	\$664	\$477,259
2041	\$54,544	\$2,386		\$716	\$533,473
2042	\$56,180	\$2,667	\$54,162	\$800	\$537,359
2043	\$57,866	\$2,687		\$806	\$597,105
2044	\$59,602	\$2,986	\$74,262	\$896	\$584,535
2045	\$61,390	\$2,923		\$877	\$647,970
2046	\$63,231	\$3,240		\$972	\$713,470
2047	\$65,128	\$3,567	\$133,849	\$1,070	\$647,247
2048	\$67,082	\$3,236	\$153,900	\$971	\$562,694
2049	\$69,095	\$2,813	\$560,193	\$844	\$73,565
2050	\$71,168	\$368	\$25,619	\$110	\$119,371
2051	\$73,303	\$597		\$179	\$193,091
2052	\$75,502	\$965	\$106,524	\$290	\$162,745
2053	\$77,767	\$814		\$244	\$241,081
2054	\$80,100	\$1,205	\$97,834	\$362	\$224,190
Totals	\$1,650,088	\$61,224	\$1,928,133	\$18,367	

Cash Flow by Calendar Year

The following chart shows that the reserve account balance meets or exceeds the annual cash flow requirement for the maintenance or replacement of all community reserve items.



Prepared by Global Solution Partners
Funding Reserve Analysis

Projected Reserve Contributions

Calendar Year	Member Monthly Reserve Payment	Member Annual Reserve Payment	Monthly Reserve Payment	Annual Reserve Payment
2024	\$5.83	\$69.92	\$2,750.00	\$33,000.00
2025	\$6.00	\$72.01	\$2,832.50	\$33,990.00
2026	\$6.18	\$74.17	\$2,917.48	\$35,009.70
2027	\$6.37	\$76.40	\$3,005.00	\$36,059.99
2028	\$6.56	\$78.69	\$3,095.15	\$37,141.79
2029	\$6.75	\$81.05	\$3,188.00	\$38,256.04
2030	\$6.96	\$83.48	\$3,283.64	\$39,403.73
2031	\$7.17	\$85.99	\$3,382.15	\$40,585.84
2032	\$7.38	\$88.57	\$3,483.62	\$41,803.41
2033	\$7.60	\$91.22	\$3,588.13	\$43,057.52
2034	\$7.83	\$93.96	\$3,695.77	\$44,349.24
2035	\$8.06	\$96.78	\$3,806.64	\$45,679.72
2036	\$8.31	\$99.68	\$3,920.84	\$47,050.11
2037	\$8.56	\$102.67	\$4,038.47	\$48,461.61
2038	\$8.81	\$105.75	\$4,159.62	\$49,915.46
2039	\$9.08	\$108.93	\$4,284.41	\$51,412.92
2040	\$9.35	\$112.19	\$4,412.94	\$52,955.31
2041	\$9.63	\$115.56	\$4,545.33	\$54,543.97
2042	\$9.92	\$119.03	\$4,681.69	\$56,180.29
2043	\$10.22	\$122.60	\$4,822.14	\$57,865.70
2044	\$10.52	\$126.27	\$4,966.81	\$59,601.67
2045	\$10.84	\$130.06	\$5,115.81	\$61,389.72
2046	\$11.16	\$133.96	\$5,269.28	\$63,231.41
2047	\$11.50	\$137.98	\$5,427.36	\$65,128.35
2048	\$11.84	\$142.12	\$5,590.18	\$67,082.21
2049	\$12.20	\$146.39	\$5,757.89	\$69,094.67
2050	\$12.56	\$150.78	\$5,930.63	\$71,167.51
2051	\$12.94	\$155.30	\$6,108.54	\$73,302.54
2052	\$13.33	\$159.96	\$6,291.80	\$75,501.61
2053	\$13.73	\$164.76	\$6,480.56	\$77,766.66
2054	\$14.14	\$169.70	\$6,674.97	\$80,099.66

Prepared by Global Solution Partners
Funding Reserve Analysis

Annual Expenses

Year	Category	Reserve Item	Cost
2024	Paving	Asphalt paved streets and parking areas - mill, overlay, stripe - Gairloch Place	\$155,234
2024	Paving	Asphalt paved streets and parking areas - mill, overlay, stripe - Lochern Terrace	\$107,515
Total for 2024:			\$262,749
2025		No reserve items for this year.	\$0
Total for 2025:			\$0
2026		No reserve items for this year.	\$0
Total for 2026:			\$0
2027	Paving	Concrete sidewalks repair allowance (10% every 10 years) - Townhome section	\$33,392
2027	Site Elements	Mailbox pedestal kiosk replacement - Townhome section	\$30,314
Total for 2027:			\$63,706
2028	Playgrounds	Timber borders - railroad ties - both playgrounds	\$6,417
Total for 2028:			\$6,417
2029	Paving	Asphalt paved streets and parking areas - seal, & stripe - Gairloch Place	\$20,674
2029	Paving	Asphalt paved streets and parking areas - seal, & stripe - Murray Place	\$5,750
2029	Paving	Asphalt paved streets and parking areas - seal, & stripe - Lochern Terrace	\$14,318
2029	Paving	Asphalt paved streets and parking areas - seal, & stripe - Kildonan Ct. from Redfield Rd. to playground	\$6,167
2029	Paving	Asphalt paved streets and parking areas - seal, & stripe - 631 to 626 Kildonan Ct.	\$5,046
Total for 2029:			\$51,955
2030	Paving	Concrete curb repair allowance (10% every 10 years) - Townhome section	\$15,912
Total for 2030:			\$15,912
2031	Site Elements	Entrance and monuments refurbishment	\$17,367
Total for 2031:			\$17,367
2032		No reserve items for this year.	\$0
Total for 2032:			\$0
2033		No reserve items for this year.	\$0
Total for 2033:			\$0
2034	Paving	Asphalt paved streets and parking areas - seal, & stripe - Gairloch Place	\$23,288

Prepared by Global Solution Partners
Funding Reserve Analysis

Annual Expenses

Year	Category	Reserve Item	Cost
2034	Paving	Asphalt paved streets and parking areas - seal, & stripe - Murray Place	\$6,477
2034	Paving	Asphalt paved streets and parking areas - seal, & stripe - Lochern Terrace	\$16,129
2034	Paving	Asphalt paved streets and parking areas - seal, & stripe - Kildonan Ct. from Redfield Rd. to playground	\$6,947
2034	Paving	Asphalt paved streets and parking areas - seal, & stripe - 631 to 626 Kildonan Ct.	\$5,684
Total for 2034:			\$58,525
2035	Playgrounds	Children's Playground Equipment Replacement - Kildonan Court	\$38,204
2035	Playgrounds	Children's Playground Equipment Replacement - Gairloch Place	\$38,204
2035	Playgrounds	Playground signage replacement - both playgrounds	\$4,202
Total for 2035:			\$80,611
2036		No reserve items for this year.	\$0
Total for 2036:			\$0
2037	Paving	Concrete sidewalks repair allowance (10% every 10 years) - Townhome section	\$42,370
2037	Site Elements	Stormwater drainage system repair allowance - Townhome section	\$36,061
Total for 2037:			\$78,432
2038		No reserve items for this year.	\$0
Total for 2038:			\$0
2039	Paving	Asphalt paved streets and parking areas - seal, & stripe - Gairloch Place	\$26,232
2039	Paving	Asphalt paved streets and parking areas - seal, & stripe - Murray Place	\$7,296
2039	Paving	Asphalt paved streets and parking areas - seal, & stripe - Lochern Terrace	\$18,169
2039	Paving	Asphalt paved streets and parking areas - seal, & stripe - Kildonan Ct. from Redfield Rd. to playground	\$7,826
2039	Paving	Asphalt paved streets and parking areas - seal, & stripe - 631 to 626 Kildonan Ct.	\$6,403
Total for 2039:			\$65,926
2040	Paving	Concrete curb repair allowance (10% every 10 years) - Townhome section	\$20,190
Total for 2040:			\$20,190
2041		No reserve items for this year.	\$0

Prepared by Global Solution Partners
Funding Reserve Analysis

Annual Expenses

Year	Category	Reserve Item	Cost
Total for 2041:			\$0
2042	Site Elements	Street lighting replacement - Townhome section	\$54,162
Total for 2042:			\$54,162
2043		No reserve items for this year.	\$0
Total for 2043:			\$0
2044	Paving	Asphalt paved streets and parking areas - seal, & stripe - Gairloch Place	\$29,549
2044	Paving	Asphalt paved streets and parking areas - seal, & stripe - Murray Place	\$8,219
2044	Paving	Asphalt paved streets and parking areas - seal, & stripe - Lochern Terrace	\$20,466
2044	Paving	Asphalt paved streets and parking areas - seal, & stripe - Kildonan Ct. from Redfield Rd. to playground	\$8,815
2044	Paving	Asphalt paved streets and parking areas - seal, & stripe - 631 to 626 Kildonan Ct.	\$7,212
Total for 2044:			\$74,262
2045		No reserve items for this year.	\$0
Total for 2045:			\$0
2046		No reserve items for this year.	\$0
Total for 2046:			\$0
2047	Paving	Asphalt paved streets and parking areas - mill, overlay, stripe - Kildonan Ct. from Redfield Rd. to playground	\$80,085
2047	Paving	Concrete sidewalks repair allowance (10% every 10 years) - Townhome section	\$53,763
Total for 2047:			\$133,849
2048	Paving	Asphalt paved streets and parking areas - mill, overlay, stripe - Murray Place	\$76,468
2048	Paving	Asphalt paved streets and parking areas - mill, overlay, stripe - 631 to 626 Kildonan Ct.	\$67,099
2048	Playgrounds	Timber borders - railroad ties - both playgrounds	\$10,333
Total for 2048:			\$153,900
2049	Paving	Asphalt paved streets and parking areas - mill, overlay, stripe - Gairloch Place	\$281,544
2049	Paving	Asphalt paved streets and parking areas - seal, & stripe - Gairloch Place	\$33,286
2049	Paving	Asphalt paved streets and parking areas - seal, & stripe - Murray Place	\$9,258
2049	Paving	Asphalt paved streets and parking areas - mill, overlay,	\$194,997

Prepared by Global Solution Partners
Funding Reserve Analysis

Annual Expenses

Year	Category	Reserve Item	Cost
		stripe - Lochern Terrace	
2049	Paving	Asphalt paved streets and parking areas - seal, & stripe - Lochern Terrace	\$23,054
2049	Paving	Asphalt paved streets and parking areas - seal, & stripe - Kildonan Ct. from Redfield Rd. to playground	\$9,930
2049	Paving	Asphalt paved streets and parking areas - seal, & stripe - 631 to 626 Kildonan Ct.	\$8,124
Total for 2049:			\$560,193
2050	Paving	Concrete curb repair allowance (10% every 10 years) - Townhome section	\$25,619
Total for 2050:			\$25,619
2051		No reserve items for this year.	\$0
Total for 2051:			\$0
2052	Site Elements	Mailbox pedestal kiosk replacement - Townhome section	\$54,980
2052	Site Elements	Stormwater drainage system repair allowance - Townhome section	\$51,544
Total for 2052:			\$106,524
2053		No reserve items for this year.	\$0
Total for 2053:			\$0
2054	Paving	Asphalt paved streets and parking areas - seal, & stripe - Gairloch Place	\$37,495
2054	Paving	Asphalt paved streets and parking areas - seal, & stripe - Murray Place	\$10,429
2054	Paving	Asphalt paved streets and parking areas - seal, & stripe - Lochern Terrace	\$25,969
2054	Paving	Asphalt paved streets and parking areas - seal, & stripe - Kildonan Ct. from Redfield Rd. to playground	\$11,186
2054	Paving	Asphalt paved streets and parking areas - seal, & stripe - 631 to 626 Kildonan Ct.	\$9,151
2054	Site Elements	Concrete drainage catch basin - at detention area on Fountain Glen Dr. north of Halkirk Way	\$3,604
Total for 2054:			\$97,834

Fountain Glen HOA

Resolutions & Policies



To Be Recorded in the HOA Depository

RESOLUTION OF THE BOARD OF DIRECTORS OF
FOUNTAIN GLEN HOMEOWNERS ASSOCIATION, INC.

(Procedures Relative to Assessments, Collection of Routine
and Special Assessments as well as Delinquent Payments)

WHEREAS, Article V, Section 1 of the Declaration creates an assessment obligation for the owners of Lots in Fountain Glen Homeowners Association, Inc. (hereinafter the "Association"), which is a continuing lien on the Lot and a personal obligation of the owner; and,

WHEREAS, Article VI, Section 9 of the Declaration grants the Board of Directors the authority to enforce payment of assessments by means of, inter alia, foreclosing the lien against any Lot for which assessments are not paid or bringing an action at law against the owner personally obligated to pay the same; and,

WHEREAS, there is a need to establish orderly procedures for the billing and collection of said assessments; and,

WHEREAS, the Board of Directors desires to establish these procedures in conformity with the Declaration, the Bylaws, the Maryland Homeowners Association Act, the Maryland Contract Lien Act, and as otherwise provided by law.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors, on behalf of Fountain Glen Homeowners Association, Inc. duly adopts the following assessment and collection procedures:

1. ASSESSMENTS: Each owner's annual assessment is due on the first day of January; however, for the convenience of owners, the annual assessment may be paid in equal monthly installments on the first day of each month, unless otherwise notified by the Board of Directors.

Notices, documents and all correspondence relating to assessments shall be mailed to the address which appears on the books of the Association. It is each owner's responsibility to inform the Association's managing agent, in writing, of any address change.

2. DELINQUENCY: An owner's account is delinquent if an assessment is not paid in full on the due date. If an owner chooses to pay the annual assessment by means of the monthly payment plan, an owner's account is delinquent if the monthly installment is not made on the first day of each month. Further, if payment in full is not received within fifteen (15) days after written notice of such default the owner will not be permitted to utilize the monthly payment plan for the remainder of the fiscal year and in that event the owner's entire annual assessment will become immediately due and payable.

AFTER RECORDING RETURN TO:

FOUNTAINHEAD TITLE GROUP - MATS DIV.
10025 GOVERNOR WARFIELD PARKWAY
SUITE 400, ONE COLUMBIA CENTER
COLUMBIA, MD 21044

COPY

REC 6264

3. INTEREST: A delinquent account shall bear interest on the unpaid balance from the due date, until paid, at the rate of twelve percent (12%) per annum. In addition, a \$25.00 returned check charge and any related bank charges will be assessed against the account of the Lot owner responsible for payment if the payment is returned.

4. LATE NOTICES: If full payment of an assessment is not received by the Association's managing agent within fifteen (15) days after the due date, the managing agent will send a delinquency notice to the owner by first class mail requesting immediate payment and advising the owner that interest has begun to accrue on the unpaid balance at the rate of twelve percent (12%) per annum. The late notice shall also inform the owner that if payment is not received within fifteen (15) days of the date of the letter, the owner's assessment will be accelerated through the fiscal year and the account will be forwarded to the Association's attorney for collection.

5. NOTICE OF INTENT TO CREATE LIEN AND ATTORNEY'S FEES: If an account is forwarded to the Association's attorney for collection, a Notice of Intent to Create a Lien will be forwarded to the delinquent owner by means of restricted delivery certified mail, return receipt requested, and by first class mail to the owner's address on the Association's books.

The Notice of Intent to Create a Lien will inform the delinquent owner of the amount of the outstanding balance, including all past due assessments, interest, late fees, costs of collection and all attorney's fees actually incurred. The Notice of Intent to Create a Lien will conform with the requirements of the Maryland Contract Lien Act and all other applicable laws.

If the delinquent owner does not sign for the copy of the Notice of Intent to Create a Lien which was forwarded to the owner by means of certified mail, return receipt requested, and the notice is returned as refused or unclaimed, other arrangements will be made pursuant to Maryland law to serve the delinquent owner with the Notice of Intent to Create a Lien. The additional costs incurred by the Association to serve the delinquent owner with the Notice of Intent to Create a Lien will be assessed to the delinquent owner's account.

6. LEGAL ACTION: Once a delinquent owner has been served with the Notice of Intent to Create a Lien, the delinquent owner must, within 30 days of service of the lien warning letter, either forward payment in full or file a complaint in the Circuit Court for Harford County to determine whether probable cause exists for the Association to file a lien against the delinquent owner's property. If the delinquent owner does not forward full payment or file a complaint, the Association will file a lien against the delinquent owner's property after the 30 day period has expired.

Once a lien has been filed, the Association's attorney will proceed with further legal action, including but not limited to, foreclosing on the owner's property, or filing a lawsuit, or both, against the owner in order to collect the owner's past due assessments, interest, costs of collection and attorney's fees.

7. PAYMENTS CREDITED: Payments received from an owner will be credited to the outstanding balance in the following order:

- a. Court costs, attorney's fees and other costs of collection.
- b. Fines, late fees or accrued interest, as applicable.
- c. Special assessments.
- d. Annual assessments.

8. PARTIAL PAYMENTS: In the event an owner attempts to make a payment of less than all monies due and owing the Association after collection proceedings have commenced, the Association's attorney will send a letter by first class mail to the owner advising the owner that the payment was applied in accordance with Paragraph 7, hereof, and that his or her account remains delinquent as to all remaining monies owed to the Association. The Association's retention of the partial payment does not constitute a waiver of the Board's authority to foreclose on the owner's property or take action against the owner to collect the outstanding balance.

10-7-03
DATE

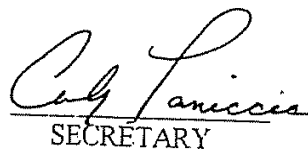

PRESIDENT

I hereby certify this Policy Resolution was duly adopted by the Board of Directors on OCT. 17, 2003, ~~2002~~ and thereafter, that I caused this Resolution to be mailed, or hand delivered to the homeowners of Fountain Glen Homeowners Association, Inc.

This policy resolution shall become effective on November, 10, 2003

ATTEST:

10-7-03
DATE


SECRETARY

Fountain Glen HOA

Rules & Regulations



**FOUNTAIN GLEN
HOMEOWNERS ASSOCIATION, INC.**

**RULES & REGULATIONS
REVISED JUNE 2005**

PREFACE

As property owners we are stakeholders in the Fountain Glen Homeowners Association, Inc. (FGHOA Inc.) When we purchased our property, each of us agreed to abide by a set of legal documents including: The Articles of Incorporation (AOI) Declaration of Covenants, Conditions, and Restrictions (DCCR) and By-Laws of Fountain Glen Homeowners Association, Inc. (FGHOA) (a Maryland non-profit corporation). These Rules and Regulations establish architectural standards and procedures for variance requests. They seek to streamline procedures for homeowners planning landscaping and home improvement projects that change the exterior appearance of their property. Moreover, these Rules and Regulations seek to maintain quality of life and property value for Fountain Glen Property Owners. The appendices of the document define Collection Procedure, Enforcement Policy, and Exterior Paint Colors.

These Rule and Regulations supersede the Fountain Glen Homeowners Association Inc., Architectural Standards, Operating Procedures & Guidelines, Revised April 1993.

NOTE: Excerpts from the Declaration of Covenants and Restrictions are used in this document for clarification. The AOI, By-laws, and DCCR take control if there is an instance where these Rules and Regulations conflict.

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APPENDIX A - Collection Procedures A-1

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SECTION I

AUTHORITY

1.1 Authority. The Fountain Glen Homeowners Association (FGHOA) Inc., is a Maryland non-profit organization established by the Articles of Incorporation and governed by the Declaration of Covenants, Conditions, and Restrictions (DCCR). FGHOA Inc. derives its authority to promulgate Rules and Regulations from these documents.

1.2 Declaration of Covenants, Conditions and Restrictions - Article VII The following shall be restrictions on the use of the Lots and the Common Area, which shall run with and bind the land.

(a) Lot use. None of the lots shall be used for any purpose other than for residential use, unless permitted by Zoning Regulations and other applicable laws. No profession or home industry shall be conducted in or on any part of a lot or in any improvement on the Property unless permitted by Zoning Regulations and other applicable laws.

(b) Offensive Activities. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may become a nuisance to the neighbors.

(1) No lot shall be divided or subdivided and no portion of any lot shall be transferred or conveyed for that purpose.

(2) No member shall make any private or exclusive proprietary use of any of the common areas and open spaces without specific approval of the Architectural Committee.

(c) The Board of Directors pursuant to Article VII Section 6 of the Declaration, may adopt additional rules and regulations regarding the form and content of plans and specifications to be submitted for approval. The Board may publish and record such statements as policy, standards and guidelines and establish criteria relative to architectural styles or details, fences, colors, setbacks, materials and other matters relative to the architectural control and the protection of the environment, as it may consider necessary and appropriate.

(d) Right to Remove or Correct Violations. Declaration of Covenants, Conditions and Restrictions - Article IV Section 2 "In the event that any Owner shall fail to maintain any Lot or the premises and the improvements situate thereon in a manner satisfactory to the Board of Directors of the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees to enter upon said Lot and to repair, maintain and/or restore the Lot, the premises and any improvements erected thereon shall be exercisable only upon fifteen (15) days prior written notice given to the Owner thereof, unless, in the discretion of the Board, a genuine emergency necessitates a shorter period of time. The costs of any such repairs, maintenance and/pr restoration shall be added to and become part of the lien for assessment to which such Lot and Lot Owner is subject. Enforcement of the right to recover these assessments may be has pursuant to Article V, Section 8, thereof".

SECTION II

ARCHITECTURAL REVIEW COMMITTEE (ARC)

2.1 General. The authority for maintaining the quality of design in the community is provided for in the Declaration of Covenants, Conditions and Restrictions (Declaration) with the creation of an Architectural Review Committee (ARC). The ARC consists of at least one (1) but not more than three (3) members, appointed by the Board of Directors.

The ARC administers the design review process for all modifications on property, which is subjected to the Declarations. Article VI, Environmental Protection, of the Declarations explicitly states “no building, fence, wall, or other structure shall be commenced, erected or maintained upon any lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant.” Further, once a plan is approved, it must be followed. Any alteration to an approved plan must be approved by the ARC.

The property owner is responsible for complying with the provision of these Procedures and Guidelines, initiating the reviews and obtaining the required approvals. There are no exemptions or automatic approvals and each application will be reviewed on an individual basis. Only the property owner can submit an ARC request. ARC requests submitted by tenants will be returned to the tenant without action.

2.2 ARC Procedure. The Architectural Rules and Regulations have been adopted by the Board of Directors as general guidelines for property owners and the ARC. Property owners shall submit requests exterior modifications to the Architectural Review Committee before beginning work. Exterior modification/improvement requests must be submitted using the ARC modification request form and include a description, list of building materials, measurements, and dimensions of the modification/improvement. A drawing of the proposed modification/improvement is required for decks, additions, sheds, fences, and other structures.

Copies of property plats may be obtained from the Harford County Planning and Zoning Office. ARC approval is limited to the appearance, placement, materials used for appearance purposes only. The property owner is responsible for the structural design, building permit (if one is required by the county), scheduling county inspections and other applicable code and law. Any addition or improvement, which has received the proper approval, must be completed within twelve (12) months from the date of approval.

An extension beyond twelve (12) months must be submitted in writing to the ARC for consideration. The Board of Directors reserves the right to approve or disapprove any structural modification/improvement or addition if it is determined the proposed project will detract from the esthetics or for other reasons the Architectural Review Committee deems appropriate.

All requests must be sent in writing to the following address:

Fountain Glen Board of Directors

C/O American Community Management, Inc
9160 Red Branch Road, Suite E-6
Columbia, MD 21045

ARC requests shall be prepared using the Fountain Glen Homeowners Association Architectural Review Committee (ARC) Request Form in Appendix A.

2.3 Reviews. Applications should be submitted well in advance of the scheduled commencement of the modification. As provided in the Declarations, the ARC has up to thirty (30) days from the receipt of a complete application to reach a decision on the request. Every effort is made by the ARC to process applications as quickly as possible. Depending upon the number of applications submitted, however, it may take the full thirty (30) days to process applications.

The Management Agent will review all submitted applications and their accompanying information for completeness. Submissions that do not have the necessary information for review shall be returned to the Owner. Complete submissions will be reviewed by the ARC in the order in which they are received. Submission of a complete application is necessary to allow the ARC to provide a timely response. If additional information or clarification is needed, the ARC may contact the applicant directly. In the event of a complex or major project, the ARC may request the applicant to present their design in person at the ARC or Board of Directors next scheduled meeting whichever occurs earlier or outside of scheduled meetings when the ARC can meet with the property owner.

The decision of the ARC will be sent by first class mail to the applicant's address. Failure of the ARC to act upon any complete request submitted within thirty (30) days from the date it is received by the Management Agent shall be deemed as approved as submitted, unless the modification or improvement is a violation of existing covenants, rules and/or regulations of the Association.

2.4. Approval. The ARC's approval of any proposed construction is within its sole discretion. The ARC may enforce or modify, in whole or in part, any or all of these Procedures. Approval by the ARC does not relieve the Owner of the responsibility of obtaining all other necessary approvals and permits required by the Harford County Government. Notification of the ARC's final approval constitutes an agreement by the Owner not to deviate from the approved plan unless such proposed deviation has been submitted to the ARC and has been specifically approved by the ARC. The ARC may, at its discretion during the design review process, suggest alternative design solutions; however, such suggestions shall not necessarily constitute an approved design solution and the ARC shall not have any responsibility for ensuring, or making any determination regarding compliance of such suggested design solutions with applicable governmental regulations and other requirements.

The Architectural Review Committee may disapprove any request if the homeowner's association assessments or special assessments are in arrears.

2.5 Appeals. Owners may file a written request for ARC reconsideration. Any such request for reconsideration shall include a statement of the basis for such request and technical design information supporting such request. The ARC may require additional information in connection with any request.

The Owner's written request for reconsideration may include a request to present their appeal in person at the ARC's next scheduled meeting. All reconsiderations will be reviewed on a case-by-case basis, and the granting of a request for reconsideration with respect to one project does not imply or warrant that a similar request will be granted with respect to any other project. Each case will be reviewed on its own merits and in light of the design guidelines.

2.6. Post Approval. ARC approval expires twelve (12) months from approval date. Projects not completed by the ARC expiration date must be resubmitted for approval.

SECTION III

ARCHITECTURAL STANDARDS

3.1 General. Architectural standards apply to single family and town homes. Certain provisions contain architectural standards, which apply only to town homes as noted.

3.2 Pets - Only common household pets such as but not limited to dogs and cats may be kept, provided they are not kept, bred or maintained for commercial purposes and do not create a nuisance or annoyance to surrounding Lots or the neighborhood and are in compliance with applicable Harford County Code Chapter 4.

Owners and all other persons who are owners and/or custodians of pets shall not allow such pets to run at large. A dog or cat shall be deemed to run at large while roaming, running or self-hunting or when not restrained by a dependable leash and controlled by a responsible person. All Pets must have the appropriate shots, licenses and tags, as required by County Ordinance. Pets shall be chained or leashed within the boundary of an Owners unfenced property or allowed to roam free within the boundary of a properly fenced yard excluding radio fences. Actions, which may constitute a nuisance, include, but are not limited to, barking, crying, scratching, be hygienically offensive or physically threatening.

Animal noise complaints should be directed to the Harford County Animal Control Warden. Complaints to the Association regarding pets must be made in writing. Pet Owners shall be responsible for the immediate cleanup and proper disposal of pet wastes from their pets. Pet Owners shall incur any and all costs for repairing damage to the Association caused by their pets.

3.3. Pet Houses - Doghouses will be permitted in fenced yards only and must match the house in color. Dogs are NOT to be left outside in the evening or extreme heat or cold. Dog runs and cages are not permitted.

3.4. Decks and Patios - Decks, rails and enclosures will be constructed of pressure treated lumber, cedar, trek or vinyl material. Decks may be enclosed from the ground level to the bottom of the deck (floor of deck) with pressure treated lattice or other material when approved. Patios will be constructed of pressure treated lumber, brick, pavers, concrete, or masonry stone. All decks and patios must meet Harford County Code and permit requirements. New products will be approved on a case-by-case basis. Colors and materials must be approved before work begins. Color charts should be included with architectural request for ARC review.

3.5. Sheds. Storage sheds must be located in the rear of any Lot and may be incorporated into the deck design (i.e. under the stairs). Stand-alone storage shed appearance shall match as closely as possible the color of the home. Dimensions shall be commensurate with lot size. **Town homes.** Storage sheds must be sided, color coordinated with the exterior of the house, maintained in good condition, and appearance. Sheds must be placed on the property in a manner compliant with Harford County Code.

3.6. Additions. Single Family Homes Property owner must submit complete drawings, photographs and other details as required. Addition exterior (brickwork, siding, roof, trim and door) match rest of the home including brickwork, siding and woodwork of the same color presently on the dwelling. New fireplace chimneys located in the front of the house must be enclosed with the same color siding. Pellet stove vent pipes will be located in the rear of the dwelling.

3.7. Fences. Fences may be constructed in the rear yard. All fences must be built with the dress-side facing outward; vertical and horizontal supports facing inward. Optional galvanized wire attached to the fence not exceeding 44" high or the top fence rail may be used but must be neatly attached to the property owners' side of the fence. Fence styles must be submitted and approved by the ARC prior to erection. All fences and gates must be well maintained and in good repair. The property owner is responsible for verifying property boundaries and obtaining any permits required by the Harford County Government.

3.8. Exterior Color. Single Family and Town homes. Any change to the color scheme (painting or siding) requires ARC approval. Painting specific items to match original color does not require ARC approval. Exterior painted surfaces must be maintained in good condition.

3.9. Roofs. Single Family and Town homes. Any change to the roof color scheme requires ARC approval.

3.10. Storm Doors. Storm Doors described below do not require prior ARC approval. Storm/security doors must be maintained in good condition. **Construction** - Front and side storm/security doors must be full view or modified full view with clear, uncolored glass. A modified full view storm /security door is defined as a full view door with a bottom "rail" no taller than 20 inches. Doors may not contain ornamentation such as, but not limited to, scallops, scrolls, and imitation gate hinges. **Finish** - Storm/security and screen doors must be painted white or the same color as the entry door behind them or to match the surrounding trim of the house. No plastic covering will be permitted on the outside of storm doors.

3.11. Front Door and Garage Door. Town homes. Front door and garage doors shall be in good repair and match color scheme of the home.

3.12. Outside Lighting and Fixtures. Home exterior lighting fixtures may be replaced with similar esthetically consistent fixtures not exceeding the size of previous fixtures by more than six inches. Permanent spot and floodlight fixtures may be installed in such a manner as to illuminate only the backyard. Low intensity garden lighting may be used without restriction. Motion lights are acceptable. All lights must be positioned so as not to disturb neighbors.

3.13. Lawn and Garden Ornaments. Plastic garden ornaments are not permitted.

3.14. Gardens. Gardens shall be properly maintained and yard debris promptly removed. ARC approval is not required to add decorative stone or wood edging in the front garden. Plastic borders (2 inches and less), stone borders (8 inches and less) and concrete borders (6 inches and

less) require no approval. Gardens must be maintained in a neat fashion with viable plants and shrubs. Vegetable gardens or the planting of vegetables is permitted in the rear of the Lot only in an existing or approved garden area. Maximum shrub height is four feet.

3.15. Swing Sets and Play Sets. Excluding basketball support and hoop systems, play sets and swing sets shall be located in the backyard. Metal play sets and swing sets are not permitted. Play sets and swing sets shall be maintained in good condition and appearance. Owners may stain pressure treated lumber using a transparent stain. Basketball support and hoop systems must be free standing fixed or portable. Fixed systems can only be placed in the backyard on single-family homes. Moveable systems may be placed either in the backyard or on the driveway but must be positioned at least fifteen feet (15) from any public or private road.

3.16. Awnings and Retractable Awnings. ARC requests shall include a sketch and dimensions of the awning, as well as a sketch of property showing where the awning is to be installed. Vendor literature, photographs and pictures are recommended when submitting a request. Awnings shall be of a commercially manufactured. Awnings may be installed at the rear of the home will not extend beyond either side of the house. Awning selected should match the existing property color scheme. Broken and unserviceable awnings will be removed or replaced (with approval) as soon as possible. Awnings over windows or doors are prohibited.

3.17. Seasonal Items. Seasonal/holiday lighting and decorations must be removed from display within thirty (30) days following the holiday for which the item is used to celebrate. Temporary (seasonal) small pools will be permitted in fenced backyards. Temporary pools will be in good condition and properly maintained. Temporary pools may be setup between May first and September 30th. Temporary pools must be broken down and stored by October 15th. Property owner accepts all liability for any pool. All above ground and in ground pools require approval.

3.18. Flower (Window) Boxes. Flower Boxes shall be properly maintained and stored when not in use

3.19. Window Coverings. When used, window coverings shall be properly installed and maintained in good condition. Improvised window coverings such as bed sheets, plastic sheets, or newspapers are not permitted. Property owners notified of broken shades and blinds shall repair, replace, or remove them within 30 days upon receipt of notice.

3.20. Trash Containers. Trash cans and receptacles must be kept clean and must have lids. Property owners are responsible picking up trash scattered by foraging wildlife (crows, raccoons, etc.) Excluding trash pickup days trash cans shall be kept either in a garage or fenced back yard. Burning of trash, scrap pressure treated lumber, and other refuse is not permitted.

3.21. Garden Hoses. Garden hoses shall be stored in a manner so as not to be visible from the street. Hoses must be maintained in a neat manner at all times.

3.22. Clothes Drying Lines. Permanent clotheslines are not permitted. Use of temporary clotheslines is permitted if they are removed immediately after use.

3.23. Satellite Dish Antennas. Installation of satellite dishes and receivers is allowed provided the dish is located in the rear and attached to the home. Satellite dish antennas will not exceed one (1) meter (39 inches) in diameter. Dishes shall be installed to minimize appearance and profile while maintaining the adequate direction for good signal acquisition.

3.24. Vehicles. Only vehicles bearing current registration plates are permitted to be parked in Fountain Glen. Junk vehicles, recreational vehicles, house trailers, or commercial industrial vehicles, such as, but not limited to: moving vans; commercial trucks, tractors, trailers, wreckers; hearses; buses; boats, boating equipment, travel trailers or camping equipment shall not be parked on private or county roads in Fountain Glen.

Vehicles parked on Fountain Glen HOA property shall be parked in designated spaces adjacent to private roads. Designated spaces are identified by painted white line markings painted vertically on the curb or perpendicular to the curb painted on the blacktop or along curbs not marked as fire lanes (painted red or displaying the words NO PARKING).

Portions of the FGHOA Inc., town home parking have assigned parking. Homeowners or their tenants with assigned spaces are required to use the spaces their address painted vertically on the curb. When vehicle parking is not assigned, two parking spaces have been provided for the use of the homeowner or their tenant. Additional vehicles and/or guest vehicles are required to park in the overflow parking located in many areas of the community or on Redfield Road.

Vehicles parked on FGHOA Inc., property in violation of aforementioned vehicle parking provisions are subject to removal from the property at the vehicle owners' expense.

Vehicles parked in violation will be towed to:

**Brookharts
1305 Enterprise Court
Bel Air, Maryland 21014
(410)-638-0090**

3.25. Vehicle Repair and Restoration. Excluding minor vehicle maintenance and repair, which can be accomplished in forty-eight hour period, vehicle maintenance, repair, and restoration, is otherwise prohibited. Inoperable vehicles in excess of the forty-eight (48) hour period are subject to removal from FGHOA property at the owner's expense.

3.26. Easements. No structure, planting or other material shall be placed or permitted to remain on a Lot, which may interfere with any easement.

3.27. Trees. Single-family homes. Trees between the curb and sidewalk within the confines of the property owner's lot are the responsibility of that property owner. **Town homes.** Hardwood trees more than six inches in diameter and at least two inches above the ground shall not be removed from any town home lot without written approval of the Architectural Committee. Trees hedges or other landscape feature shall not obstruct scenic views or sight lines for vehicular traffic.

3.28. Driveways. The plats of the Association indicate that the Lots extend all the way to the street, and accordingly, the driveways and parking pads are within those boundaries. Therefore, it is clear that the Lot Owners are responsible for maintaining the driveways located on their Lots.

APPENDIX A

COLLECTION PROCEDURES FOR ASSESSMENTS AND SPECIAL ASSESSMENTS

1. The management company will prepare a collection letter to be sent to all owners who are ten (10) days delinquent in payment of assessments and special assessments, requesting immediate payment, and advising the owner that unless payment is received within thirty (30) days, outstanding assessments and special assessment payment will be accelerated for the remainder of the fiscal year and the matter will be turned over to the attorney. Owner will automatically be responsible for collection costs, a \$300.00 collection fee and attorney's fees.
2. Between the 40th day and the 50th day of delinquency, the management company will forward delinquent accounts in writing to the attorney.
3. Between the 60th day and the 70th day of delinquency, the attorney will contact the management company to determine if payment has been received by the management company on past due accounts. The attorney will send, via certified mail, restricted delivery, a demand letter and Notice of Intention to Create Lien, to the property owner accounts referred to the attorney for action. The demand letter and notice of intention to create lien will demand payment, within fifteen (15) days, of past due assessments and special assessments, costs of collection (which include costs incurred by the management office for photocopying, messenger service, court costs, etc.) and a collection fee of \$300. The letter will also advise the owner if the attorney is required to handle the account after the letter is sent, then the owner will be responsible for all attorneys' fees.
4. The Notice of Intention to Create Lien also will advise the delinquent owner that they have 30 days from the date of service of the Notice to file a complaint in the Circuit Court of Harford County to determine whether probable cause exists for the establishment of the lien. If an owner fails to file a complaint within the thirty (30) -day periods, a Statement of Association Lien will be sent to the management company at the expiration of the thirty (30) -day periods for execution. Notice of intention to foreclose will also be sent to the holders of all mortgages upon the property.
5. Payment tendered to the attorney or Management Company for past assessments and special assessments will not be accepted unless it is for the full amount paid by certified check, cashier's check or money order, payable to the person stated in the demand for payment/notice to create lien letter. The management company will forward all payments it receives to the attorney. Personal checks tendered to the attorney will not be accepted and will be returned to the payee. Any payments tendered to the Fountain Glen HOA after the delinquent owner's account has been referred to the attorney, which do not constitute payment in full will be credited to the outstanding balance due and will be applied first to the attorney's fees and costs of collection and then to the oldest delinquent assessments. Any such acceptance shall not be considered a waiver of all other amounts due, and shall not be construed as payment for satisfaction of delinquent assessments, late charges, interest, costs of collection, and attorney's fees due, and such assessments, late charges, interests, costs, and fees shall continue to accrue until paid in full.

6. If the owner files a complaint in the Circuit Court of Harford County to determine whether probable cause exists for the establishment of a lien, the attorney will advise the Board of Directors and the management company of the filing. The attorney will advise the Circuit Court, and take any legal action necessary to establish the lien. If a Court hearing is required, a representative of the Association and/or the management company will be requested to testify on behalf of the Association as to the legitimacy of all amounts claimed in the Notice of Intention to Create Lien. The attorney will request the Circuit Court to assess all legal expenses against the owner for all attorney's fees and costs incurred in establishing the lien.

7. If the Circuit Court determines probable cause exists for the establishment of the lien, the attorney will prepare the lien in accordance with paragraph 4 above. If the Circuit Court determines that probable cause does not exist for the establishment of the lien, the attorney will advise the Board of Directors of the Court's decision and recommend what further action, if any, should be taken against the owner.

8. If no payment is received from the owner within 30 days after the establishment of the lien, the attorney will prepare a Petition to Foreclose on the lien or file a complaint in the District Court of Maryland and transmit it to the management company for execution and filing in the Circuit Court or District Court. If trial in District Court is necessary, a representative of the Association and/or the management company will be requested to testify on behalf of the Association as to the legitimacy of all amounts claimed.

9. Full payment will be accepted from the delinquent owner at any time until the auction for the property under foreclosure, and such payment shall include all assessments, late charges, accrued interest, attorney's fees, costs of collection and auction costs incurred. Only payments by certified check, cashiers check or money order will be accepted. **Personal checks will not be accepted and will be returned to the owner.**

13. Should the Board of Directors agree to any payment arrangement with the owner, the attorney will cease activity on the collection matter at the time the payment agreement is accepted by the owner and a copy of the plan is received by the attorney. but will not close the matter until the full amount has been paid. If the attorney administers the payments under a payment agreement, the owner will be responsible for an attorney fee of \$20.00 per installment. No one may enter into a payment agreement unless the Board of Directors provides written authority to do so.

APPENDIX B

FOUNTAIN GLEN HOMEOWNERS ASSOCIATION
ARCHITECTURAL MODIFICATION REQUEST FORM

ARC REQUEST INSTRUCTIONS AND FORM

Date received by ARC: _____

Name of Homeowner(s) _____

Home Phone: _____

Work Phone: _____

Owners Mailing Address: _____

Address of Property: _____

Description of Architectural Modification: _____

OWNERS' ACKNOWLEDGEMENT: I/We understand that:

1. Material herein contained shall represent alterations/modifications compliant with Harford County zoning and building codes. Further, nothing herein contained shall be construed as a waiver or modification of such ordinances.
2. The owner is responsible for obtaining required building permits prior to commencement of construction and for complying with all zoning and building codes.
3. No work shall commence until the owner has received written ARC approval. Construction or exterior alteration before approval of this application is not allowed
4. Approval is contingent upon all work being completed in a workmanlike manner within twelve months.
5. This request is subject to the Declaration of Covenants, Conditions, and Restrictions (DCCR) and review process established by the Board of Directors. Requests for variation from original application must be in writing to the ARC.
6. Scope of ARC approval is limited to exterior improvements that are esthetically in harmony with the community.

Printed Name of Homeowner(s)

Date

Signature of Homeowner(s)

Date

<i>ARCHITECTURAL REVIEW COMMITTEE ACTION</i>		
ARC action date: _____	ARC expiration date: _____	
<input type="checkbox"/> Incomplete <input type="checkbox"/> Disapproved <input type="checkbox"/> Approved as Requested <input type="checkbox"/> Approved subject to the following Conditions/modifications		
Printed Name of ARC Member	Signature of ARC Member	Date
Printed Name of ARC Member	Signature of ARC Member	Date
Printed Name of ARC Member	Signature of ARC Member	Date

**INSTRUCTIONS FOR COMPLETION
ARCHITECTURAL MODIFICATION FORM**

1. **Separate Applications for Each Project:** A separate application form is required for each project (e.g., a deck and fence require a separate application for each).

2. **Where to Send:** Return the completed form and all required documents to:

Fountain Glen HOA. ATTN: ARC
 C/O American Community Management, Inc.
 120 Cockeysville Road, Suite #200
 Cockeysville, MD 21030
 Fax: 410-771-9898
 1-800-796-7057

3. **Required Documents:** Submission requirements for specific modifications are listed in Section II Rules and Regulations. Include a description and diagram (sketch or picture) of the addition or modification being requested, and if appropriate, a copy of your plat plan with the location of the modification indicated on it. Plat plans may be obtained from the Harford County Office of Planning and Zoning. If more space is needed to describe the proposed modification, attach additional information to this request. All paint color changes require a picture showing the current color and a sample of the proposed color.

4. **Notification of Action Taken by the Architectural Review Committee (ARC):** You will be notified in writing by the property management company of the action taken by the ARC.

5. **Permits:** Obtaining required permits is the responsibility of the homeowner. *Do not submit a copy of the permit with your application.* It is recommended that you keep a copy of any permit(s) in your personal records even if the permit is obtained by a contractor.

6. **Completion Deadlines:** The approved project must be completed within 12 months after approval. If the project is not completed within 12 months, the approval becomes void and a new application is required. In the event a new application is required, you may attach a copy of the original application to the new one.

7. **Notification Form Required Upon Completion:** Upon completion of the approved project, submit a completed *Architectural Completion Notification* form.

FOUNTAIN GLEN HOMEOWNERS ASSOCIATION
BOARD OF DIRECTORS

Administrative Resolution No. 94-03

Page 1 of 1

Common Area Use Restrictions

WHEREAS Article III, Sections 1, paragraph (b), of the Articles of Incorporation of Fountain Glen Homeowners Association, Inc. grants Association, the powers and privileges to perform all of the duties and obligations necessary for the administration of the affairs of the Association; and

WHEREAS Article VII, Restrictions on Use, Paragraph (j), of the Fountain Glen Homeowners Association, Declaration of Covenants Conditions and Restrictions, grants the Board of Directors, hereinafter referred to as the Board, the authority to restrict use of the common areas and

WHEREAS Article VII, Powers and Duties of The Board of Directors, Section 1. Powers, Paragraph (a) grants the Board the Board the authority to " adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;"

NOW, THEREFORE, BE IT RESOLVED THAT the following rules and regulations are adopted:

1. Common Areas, streets and sidewalks are for the use of the Fountain Glen residents only and their invited guests.
2. No persons shall be allowed to enter upon the unpaved Common Areas in Fountain Glen after dusk.
3. All paved areas are to be used for the sole purpose of ingress and egress (entry and exit) after dusk.

ATTEST:

Date

President's Signature

Fountain Glen HOA

Architectural Guidelines



COLOR SCHEMES FOR TOWNHOMES BUILT BY COLUMBIA HOMES

<u>Siding Color</u>	<u>Door Color</u>	<u>Light Trim</u>	<u>Dark Trim & Shutters</u>
Grey	Rosewood #1891 Pratt & Lambert	Pure White #00 Fuller O'Brien	Char Brown #2287A Pratt & Lam.
Example: 620 Gairloch Pl.			
Cream	Fedora #2041(3) Pratt & Lam.	Oak Moss #EC-38 Fuller O'Brien	Flint #2254 Pratt & Lam.
Example: 624 Gairloch Pl.			
Khaki	Mystic Forest #41 Fuller O'Brien	Moss Green (2)EC-15 Fuller O'Brien	Mystic Forest #41 Fuller O'Brien
Example: 637 Gairloch Pl.			
White	Fedora #2041(3) Pratt & Lam. or Burnt Tile #05 Fuller O'Brien	Rebel Grey (2) HC-34 Fuller O'Brien	Iron Kettle (3) HC-14 Fuller O'Brien
Example: 615 Gairloch Pl.			
Grey/Green	Mystic Forest #41 Fuller O'Brien	Foam #2263 Pratt & Lam.	Burnt Tile #05 Fuller O'Brien
Example: 631 Gairloch Pl.			
Blue	Burnt Tile #05 Fuller O'Brien	Foam #2263 Pratt & Lam.	Contemplations #2228 Pratt & Lam.
Example: 648 Gairloch Pl.			
Tan	Congo Brown #2065 Pratt & Lam.	Dusty Beige (2) EC-32 Fuller O'Brien	Burnt Tile #05 Fuller O'Brien
Example: 611 Gairloch Pl.			

Pratt & Lambert and Fuller O'Brien Paints are available at:
 Harrison's Paint Center
 101 N. Main Street
 Bel Air, MD 21014