

Greene Tree

Budget



RESIDENTIAL
REALTY GROUP, INC.

GREENE TREE HOMEOWNERS ASSOCIATION
Approved 2025 BUDGET

	2022 Budget	2023 Budget	2024 Budget	2025 APPROVED BUDGET	
REVENUES					
6310 Monthly HOA Assessment	\$1,485,000	\$1,544,400	\$1,568,160	\$1,603,600	INCREASE TO \$675/MONTH
6330 Special Roof Assessment					
6340 Late Fee	\$1,500	\$1,500	\$1,500	\$1,500	
6350 Legal Fee Reimbursement					
6360 Tennis Court	\$100	\$100	\$0	\$0	NO MORE KEYS
6370 Gate/Remede	\$1,000	\$1,500	\$3,000	\$3,000	
6380 Owner Administrative Fees	\$0	\$0	\$0	\$0	
6450 Violation Fines & Misc.	\$500	\$500	\$500	\$500	
6460 Courtyard Income	\$63,780	\$65,694	\$68,217	\$71,621	
6910 Interest Income Savings	\$2,000	\$2,000	\$26,000	\$13,879	
6920 Miscellaneous Income					
6915 Unrealized Invest. Income					
6925 Interest Income Reserves			\$4,200	\$0	RESERVE FUND INTEREST REMAINS IN RESERVES
TOTAL REVENUES	\$1,553,880	\$1,615,694	\$1,671,577	\$1,694,300	
EXPENSES					
ADMINISTRATIVE					
7010 Management Fees	\$49,000	\$52,430	\$55,200	\$56,900	NOMINAL INCREASE
7140 Audit Fees	\$2,500	\$2,700	\$2,700	\$2,700	
7160 Legal Fees	\$3,500	\$3,500	\$5,250	\$6,000	NOMINAL INCREASE
7161 Collection Cost	\$100	\$100	\$100	\$100	
7210 Office Expense	\$10,600	\$10,600	\$10,600	\$10,600	
7250 Bank Charges	\$350	\$350	\$600	\$500	
7260 Postage and Mailings	\$3,500	\$4,019	\$3,500	\$3,500	
7270 Prof. Sys. & Engineering	\$8,000	\$32,000	\$35,000	\$12,000	EXPECTED: RESERVE STUDY UPDATE ONLY, STORM POND ENG.
7280 Insurance	\$10,000	\$10,965	\$16,000	\$17,500	ADDED D&O FIDELITY BOND
7281 Ins. Claim - Fence repair					
7300 Dues & Subscriptions	\$500	\$500	\$500	\$500	
7420 Property Taxes	\$2,900	\$2,900	\$3,200	\$3,200	NO INCREASE EXPECTED
7430 Federal Income Taxes	\$3,500	\$3,500	\$5,000	\$5,000	
7440 State Income Taxes	\$1,250	\$1,250	\$2,000	\$2,000	
7890 Misc. General & Adm	\$12,000	\$5,000	\$10,000	\$6,000	DECREASED, BASED ON HISTORY
7910 Social Committee Expenses	\$15,000	\$12,500	\$17,000	\$18,000	INCREASED
7920 Web Site	\$300	\$420	\$3,000	\$4,000	ONR
TOTAL ADMIN. EXP.	\$123,000	\$142,734	\$169,650	\$148,500	

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POOL									
8210 Pool Contract		\$45,000	\$43,830	\$48,495		\$55,800		INCREASED, MORE STAFF DESIRED	
8220 Pool Maint/Repairs/Supplies		\$3,000	\$8,500	\$12,000		\$12,000			
8842 Pool Supplies (8840)		\$3,500	\$0	\$0		\$0			
8225 Pool Renovation				\$0		\$0			
8230 Pool House Renovation									
8270 Pool Furniture		\$2,500	\$2,500	\$4,000		\$4,000		REPLACE / NEW TABLES	
8250 Pool Telephone (see 8990)		\$500	\$500	\$500		\$0			
TOTAL POOL		\$54,500	\$55,330	\$64,995		\$71,800			
UTILITIES									
8920 Electricity - Common Areas		\$27,000	\$27,000	\$30,000		\$30,000			
8930 Water and Sewer		\$60,000	\$60,000	\$64,000		\$64,000			
8940 Gatehouse Communications		\$4,000	\$4,280	\$4,280		\$6,000		COMBINE 8940 + 8990 COMM. SERVICES, INTERNET + TELEPHONE	
8990 Gate House Telephone		\$0	\$1,200	\$1,200		\$0		DISCONTINUE USE OF THIS ACCOUNT - CONFUSING	
TOTAL UTILITIES EXP.		\$91,000	\$92,480	\$99,480		\$100,000			
MAINTENANCE									
9110 Gen Building Maintenance		\$35,000	\$70,000	\$75,000		\$70,100			
9120 Concrete/Paving		\$50,000	\$60,000	\$65,000		\$65,000		NOMINAL INCREASE ANTICIPATED REPAIRS UNDER WARRANTY	
9130 Security System Repairs				\$0		\$10,000			
9140 Roof Repairs		\$1,000	\$1,000	\$0		\$0			
9150 Gatehouse		\$106,000	\$118,000	\$76,000		\$82,500			
9160 Tennis & Recreation		\$18,500	\$2,500	\$30,000		\$10,000			
9170 On-site Maintenance		\$15,000	\$20,000	\$30,000		\$40,000			
9180 Plumbing - Common Area		\$10,000	\$5,000	\$7,000		\$7,000			
9200 Janitorial Supplies		\$1,000	\$1,150	\$1,150		\$1,200			
9210 Gate/Fence Repairs		\$14,000	\$15,000	\$15,000		\$15,000			
9230 Chimney repair		\$75,000	\$51,000	\$10,602		\$0		NEW: CHARGE ALL CHIMNEY REPAIRS TO RESERVES	
9260 Remote Control Expense		\$1,000	\$1,500	\$1,500		\$1,500			
9350 Camera Maintenance		\$5,000	\$2,500	\$2,500		\$2,500			
TOTAL MAINTENANCE		\$331,500	\$347,650	\$313,752		\$304,800			
CONTRACTED SERVICES									
9610 Lawn Maintenance & Landscaping		\$360,000	\$365,000	\$315,000		\$320,000		AGING COMMUNITY, MORE WORK	
9615 Tree Services				\$70,000		\$100,000		AGING COMMUNITY, MORE WORK	

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9630 Painting Cycle	\$100,000	\$100,000	\$90,000	\$90,000	STILL IN CATCH-UP MODE NOMINAL INCREASE
9700 Trash Removal	\$20,000	\$20,000	\$22,000	\$22,000	
9750 Exterminator	\$4,500	\$2,500	\$2,500	\$4,000	
9800 Snow Removal	\$100,000	\$70,000	\$100,000	\$100,000	
9850 Janitorial Services	\$0	\$0	\$0	\$0	ANYONE'S GUESS (USED TO BALANCE) SHIFT TO GEN. BUILDING MAINTENANCE
TOTAL CONTRACTED SVS	\$684,500	\$557,500	\$599,500	\$636,000	
TOTAL OPERATING EXP.	\$1,184,500	\$1,195,694	\$1,247,377	\$1,261,100	
TOTAL REVENUE	\$1,553,880	\$1,615,694	\$1,671,577	\$1,694,300	
TOTAL OPERATING EXPENSE	\$1,184,500	\$1,195,694	\$1,247,377	\$1,261,100	
TOTAL REV. LESS OPER. EXP.	\$369,380	\$420,000	\$424,200	\$433,200	
RESERVE FUNDS MANDATE	\$420,000	\$420,000	\$424,200	\$433,200	RESERVE STUDY MANDATE
TOTAL REV. LESS OPER. EXP.	\$369,380	\$420,000	\$424,200	\$433,200	
REV. EXCESS / (SHORT) EXP.	(\$50,620)	\$0	\$0	\$0	

Greene Tree

Current Unaudited Financial Documents



GREENE TREE HOMEOWNERS' ASSOCIATION, INC

Balance Sheet For 9/30/2025

Operating

BU Operating - 9855877383	\$377,192.57
Savings - Truist #0005157653875	\$207,750.57
Pinnacle - 26WK CDARS#1029760752 4.24% 10/2/25	\$61,499.25
Capital Bank 6 MO CD#142015021 4.26% 3/16/26	\$252,108.64

Total Operating

\$898,551.03

Reserves

Capital Bk MM#182550625	\$17,176.16
Sandy Spring- MM# 511097	\$138,880.84
Reserves-CFG MM#19200765	\$250,245.55
Res-Truist 1210001998283	\$71,810.78
Res-Truist MM#1210001209211	\$30,463.45
BU Reserve - 9855877391	\$287.85

Total Reserves

\$508,864.63

Total Assets

\$1,407,415.66

Liabilities

Deferred Assessments	\$49,654.30
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Total Liabilities

\$49,654.30

Reserves

Truist ROOF LOAN #9700681883	\$308,525.21
Reserves - Interest	\$8,085.07
Reserves - General	\$48,604.85
Reserves - Contribution	\$324,900.00
Reserves - Chimney Repairs	(\$124,355.00)
Reserves-Fire Hydrants	(\$50,420.00)
Reserves-2020 Roof Replacement	(\$9,319.42)

Total Reserves

\$506,020.71

Equity

Prior Years Net Income/(Loss)	\$849,937.47
Net Income	\$1,803.18

Total Equity

\$851,740.65

Total Liabilities / Equity

\$1,407,415.66

GREENE TREE HOMEOWNERS' ASSOCIATION, INC

Statement of Revenues and Expenses 9/1/2025 - 9/30/2025

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Income							
Income							
6310 - Assessment Income	131,613.63	133,650.00	(2,036.37)	1,192,297.63	1,202,850.00	(10,552.37)	1,603,800.00
6340 - Late Fee Income	75.00	125.00	(50.00)	1,356.00	1,125.00	231.00	1,500.00
6370 - Gate/Remote Controller Income	300.00	250.00	50.00	1,800.00	2,250.00	(450.00)	3,000.00
6390 - Owner Interest Income	61.37	-	61.37	61.37	-	61.37	-
6450 - Violation Fines & Misc.	-	41.66	(41.66)	-	374.94	(374.94)	500.00
6460 - Courtyard Income	5,968.42	5,968.42	-	53,715.78	53,715.78	-	71,621.00
6910 - Interest Income - Savings	4,005.12	1,156.58	2,848.54	15,596.33	10,409.22	5,187.11	13,879.00
Total Income	142,023.54	141,191.66	831.88	1,264,827.11	1,270,724.94	(5,897.83)	1,694,300.00
Total Income	142,023.54	141,191.66	831.88	1,264,827.11	1,270,724.94	(5,897.83)	1,694,300.00

Operating Expense

General & Administrative							
7010 - Management Fees	4,741.67	4,741.67	-	42,675.03	42,675.03	-	56,900.00
7140 - Audit Fees	-	-	-	3,145.00	-	(3,145.00)	2,700.00
7160 - Legal Fees	195.00	500.00	305.00	5,231.00	4,500.00	(731.00)	6,000.00
7161 - Collection Costs	(375.00)	8.33	383.33	445.00	74.97	(370.03)	100.00
7210 - Office	883.33	883.33	-	7,949.97	7,949.97	-	10,600.00
7250 - Bank Charges	-	41.67	41.67	30.00	375.03	345.03	500.00
7260 - Postage & Mail	45.70	291.67	245.97	790.42	2,625.03	1,834.61	3,500.00
7270 - Professional Warranty	-	1,000.00	1,000.00	-	9,000.00	9,000.00	12,000.00
7280 - Insurance	-	1,458.33	1,458.33	11,111.00	13,124.97	2,013.97	17,500.00
7300 - Dues & Subscriptions	-	-	-	500.00	-	(500.00)	500.00
7420 - Property Taxes	-	266.67	266.67	3,352.11	2,400.03	(952.08)	3,200.00
7430 - Federal Income Taxes	-	416.67	416.67	5,900.00	3,750.03	(2,149.97)	5,000.00
7440 - State & Local Income Taxes	-	166.67	166.67	1,600.00	1,500.03	(99.97)	2,000.00
7890 - Misc. General & Administrative	-	500.00	500.00	129.70	4,500.00	4,370.30	6,000.00
7910 - Social Committee	120.98	1,500.00	1,379.02	8,486.79	13,500.00	5,013.21	18,000.00
7920 - Website	-	333.33	333.33	105.99	2,999.97	2,893.98	4,000.00
Total General & Administrative	5,611.68	12,108.34	6,496.66	91,452.01	108,975.06	17,523.05	148,500.00

Pool							
8210 - Pool Contract	-	4,650.00	4,650.00	34,572.00	41,850.00	7,278.00	55,800.00
8220 - Pool Repairs	-	1,000.00	1,000.00	2,700.50	9,000.00	6,299.50	12,000.00
8240 - Pool Supplies	248.04	-	(248.04)	1,951.24	-	(1,951.24)	-
8250 - Pool Telephone	73.02	-	(73.02)	576.19	-	(576.19)	-
8270 - Pool Furniture	-	333.33	333.33	-	2,999.97	2,999.97	4,000.00
Total Pool	321.06	5,983.33	5,662.27	39,799.93	53,849.97	14,050.04	71,800.00

Utilities							
8920 - Electric - Public Area	3,233.14	2,500.00	(733.14)	21,253.50	22,500.00	1,246.50	30,000.00
8930 - Water & Sewer	-	5,333.33	5,333.33	44,710.49	47,999.97	3,289.48	64,000.00

GREENE TREE HOMEOWNERS' ASSOCIATION, INC

Statement of Revenues and Expenses 9/1/2025 - 9/30/2025

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Expense							
8940 - Cable for Gatehouse	-	500.00	500.00	1,300.62	4,500.00	3,199.38	6,000.00
8990 - Telephone	430.24	-	(430.24)	2,765.27	-	(2,765.27)	-
Total Utilities	3,663.38	8,333.33	4,669.95	70,029.88	74,999.97	4,970.09	100,000.00
Maintenance							
9110 - General Repairs & Maintenance	-	3,175.00	3,175.00	13,361.57	28,575.00	15,213.43	38,100.00
9120 - Concrete/Paving	-	5,416.67	5,416.67	86,518.00	48,750.03	(37,767.97)	65,000.00
9130 - Security System Repairs	-	833.33	833.33	367.50	7,499.97	7,132.47	10,000.00
9140 - Roof Repairs	-	-	-	3,808.72	-	(3,808.72)	-
9150 - Gatehouse	8,776.29	6,875.00	(1,901.29)	60,356.13	61,875.00	1,518.87	82,500.00
9160 - Tennis & Recreation	-	833.33	833.33	-	7,499.97	7,499.97	10,000.00
9170 - Onsite Maintenance	3,031.90	3,333.33	301.43	16,655.14	29,999.97	13,344.83	40,000.00
9180 - Plumbing Repairs	-	583.33	583.33	-	5,249.97	5,249.97	7,000.00
9200 - Janitorial Supplies	-	100.00	100.00	886.16	900.00	13.84	1,200.00
9210 - Gate/Fence Repairs	1,427.00	-	(1,427.00)	13,070.00	15,000.00	1,930.00	15,000.00
9260 - Remote Controller Expense	-	-	-	687.50	1,000.00	312.50	1,500.00
9350 - Camera Installation	-	208.33	208.33	1,829.72	1,874.97	45.25	2,500.00
9580 - Miscellaneous Maintenance	-	-	-	1,151.00	-	(1,151.00)	-
Total Maintenance	13,235.19	21,358.32	8,123.13	198,691.44	208,224.88	9,533.44	272,800.00
Contract Service Expense							
9610 - Lawn Maintenance & Landscaping	6,286.00	26,666.67	20,380.67	185,602.64	240,000.03	54,397.39	320,000.00
9615 - Tree Service	5,725.00	8,333.33	2,608.33	66,720.00	74,999.97	8,279.97	100,000.00
9630 - Painting Cycle	750.00	7,500.00	6,750.00	74,970.00	67,500.00	(7,470.00)	90,000.00
9650 - Sprinkler Monitor	-	-	-	79.72	-	(79.72)	-
9675 - Gutter Cleaning	4,500.00	2,666.67	(1,833.33)	20,433.00	24,000.03	3,567.03	32,000.00
9700 - Trash Removal	-	1,833.33	1,833.33	12,672.00	16,499.97	3,827.97	22,000.00
9750 - Extermination	-	333.33	333.33	3,771.99	2,999.97	(772.02)	4,000.00
9800 - Snow Removal	-	8,333.33	8,333.33	58,581.00	74,999.97	16,418.97	100,000.00
9899 - Prior Year Oper Expense	-	-	-	105,736.67	-	(105,736.67)	-
Total Contract Service Expense	17,261.00	55,666.66	38,405.66	528,567.02	500,999.94	(27,567.08)	668,000.00
Reserves							
9915 - Reserves - Interest	1,362.47	-	(1,362.47)	9,610.63	-	(9,610.63)	-
9920 - Reserves - General	-	-	-	(26.98)	-	26.98	-
9925 - Reserves	36,100.00	36,100.00	-	324,900.00	324,900.00	-	433,200.00
Total Reserves	37,462.47	36,100.00	(1,362.47)	334,483.65	324,900.00	(9,583.65)	433,200.00
Total Expense	77,554.78	139,549.98	61,995.20	1,263,023.93	1,271,949.82	8,925.89	1,694,300.00
Operating Net Total	64,468.76	1,641.68	62,827.08	1,803.18	(1,224.88)	3,028.06	-
Net Total	64,468.76	1,641.68	62,827.08	1,803.18	(1,224.88)	3,028.06	-

Greene Tree

Insurance Dec Page



RESIDENTIAL
REALTY GROUP, INC.



State Farm Fire and Casualty Company
A Stock Company with Home Offices in Bloomington, Illinois
Herein called the **Insurer**

DECLARATIONS PAGE

CONDOMINIUM AND HOMEOWNER ASSOCIATION LIABILITY POLICY INCLUDING EMPLOYMENT PRACTICES LIABILITY COVERAGE

Policy No: PS0000007452701
Renewal of Policy No: PS0000007452700

NOTICE: THIS IS A CLAIMS-MADE POLICY. THIS POLICY, SUBJECT TO ITS TERMS, APPLIES ONLY TO **CLAIMS** FIRST MADE DURING THE **POLICY PERIOD** OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY.

This Declarations Page along with the completed and signed **Application** including attachments, and the Policy Form and Endorsements listed in Item 6., shall constitute the contract between the **Insureds** and the **Insurer**.

Item 1. **Parent Association:** GREENE TREE HOMEOWNERS ASSOCIATION

Address: c/o Residential Property
405 E Joppa Rd, Ste 100
Towson, MD 21286

Item 2. **Policy Period:**

Effective Date: November 2, 2024 Expiration Date: November 2, 2025
(12:01 A.M. Standard Time at the Address stated in Item 1.)

Item 3. Limit of Liability: \$1,000,000 in the Aggregate.

Item 4. Retention: \$1,000 each **Claim**.

Item 5. Premium: \$1,587.00

Greene Tree

Articles of Incorporation



GREENE TREE HOMEOWNERS' ASSOCIATION, INC.

ARTICLES OF INCORPORATION

THESE ARTICLES OF INCORPORATION, Made and entered into as of this 22nd day of October, 1984, by STEWART J. GREENEBAUM, STEVEN S. KOREN, CINDY ARNOLD, each being eighteen years of age and citizens and residents of the State of Maryland, hereby associate ourselves intending to incorporate a non-stock corporation under the general laws of the State of Maryland (Corporations and Associations Article of the Annotated Code of Maryland, 1975 Ed., as amended) subject to the terms and upon the conditions hereinafter set forth:

FIRST: Name. The name of the Corporation (hereinafter referred to as the "Corporation" or the "Association") is and shall be the:

GREENE TREE HOMEOWNERS' ASSOCIATION, INC.

SECOND: Purposes and Powers. This Corporation is organized exclusively for charitable, educational non-profit purposes. The Corporation is not organized for profit and no part of the net earnings therefrom shall inure to the benefit of any member or individual.

(a) To exercise and perform, without limitation, all of the powers, functions and duties of a Homeowner's Association, including but not limited to, advocacy, promotion, and sponsorship of all civic advancements, both public and private, particularly within Baltimore County as may be in the mutual interest of the members.

(b) To promote social exchange among the members.

(c) To borrow money and issue evidence of indebtedness in furtherance of any and all of the objects of the business of the Corporation.

(d) To enter into any kind of activity and to perform and carry out contracts of any kind necessary to, or in conjunction with, or incidental to the accomplishment of the non-profit purposes of the Corporation.

(e) Insofar as permitted by law, to do any other thing that in the judgment of the Board of Directors will promote the business of the Corporation or the common benefit of its members and to do every other act not inconsistent with the law, which may be appropriate to promote and attain the purposes set forth in the By-Laws and these Articles of Incorporation.

(f) To foster all possible means of keeping the members informed about the community, the development thereof, and the furtherance of social, charitable and other activities beneficial to the members.

(g) To promote, encourage, and participate in any type of activity deemed to be for the welfare and best interest of the community and the members.

(h) To employ such officers, as set out in the By-Laws, to assist and further the corporate purposes and powers.

(i) To do any act or thing and exercise any power, suitable, convenient or proper for the accomplishment of any of the purposes enumerated or incidental to the powers specified in the Articles which at any time may appear conducive to, or expedient for the accomplishment of any of such purposes; and

(j) The foregoing enumeration of specific powers shall not be deemed to limit or restrict in any manner the general powers of this Corporation and the enjoyment of the exercise thereof is conferred by the general laws of the State of Maryland, the By-Laws, or these Articles.

Notwithstanding any other provision of these Articles the Corporation shall not carry on any activities not permitted to be carried on either by a Corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law), or by a Corporation contributions to which are deductible under Section 170(e)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

THIRD: Principal Office and Resident Agent.

(a) The post office address of the principal office of the Corporation in the State of Maryland is Suite 275, Commercentre East, 1777 Reisterstown Road, Baltimore, Maryland 21208.

(b) The Resident Agent of the Corporation is Stewart J. Greenebaum, a citizen of the State of Maryland, who actually resides therein.

FOURTH: Lack of Authority to Issue Stock. The Corporation is not authorized or empowered to issue capital stock of any type or class. Nothing in the foregoing provisions of this Article shall be deemed in any manner to alter or impair any right or power of the Corporation to issue bonds, notes or other evidence of secured or unsecured indebtedness in such amounts for such consideration upon such terms and subject to such conditions as the Corporation may determine.

FIFTH: Section 1. Membership and Voting Rights.

(a) Every record owner of a Lot which is subject to assessment shall become a member of the Corporation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

(b) The Association shall have two classes of voting membership:

Class A. Except for Declarant who shall initially be a Class B member, a Class A member shall be a record owner holding title to one or more Lots laid out on the Property. Each Class A member shall be entitled to one vote per Lot for each Lot owned by him, in all proceedings in which action shall be taken by members of the Corporation.

Class B. The Class B member shall be Declarant and shall be entitled to three votes per Lot for each Lot owned by such member, in all proceedings in which action shall be taken by members of the Association.

If more than one person, firm, corporation, trustee or other legal entity, or other combination thereof, as a Class A member, hold the record title to any Lot, all of the

same, as a unit, and not otherwise, shall be deemed a single Class A member of the Corporation. The vote of any Class A member comprised of two or more persons, firms, corporations, trustees or other legal entities, or any combination thereof, shall be cast as the several constituents may determine, but in no event shall such constituents cast more than one vote per Lot for each Lot owned by them.

Conversion. The Class B membership in the Corporation shall cease and be converted to Class A membership in the Corporation on December 31, 1994, or at such earlier time as the total number of votes entitled to be cast by Class A members of the Corporation equals or exceeds the total number of votes entitled to be cast by the Class B member of the Corporation.

Section 2. Suspension of Membership Rights. The membership rights of any person whose Lot is subject to assessments shall be suspended by action of the Board of Directors during the period when the assessments remain unpaid, provided however, that upon payment of such delinquent assessments, his membership rights shall be automatically restored. In the event the Board of Directors shall adopt and public rules and regulations governing the use of the community facilities or common areas, and the personal conduct of any person thereon, as it is hereinafter authorized to do, it may, in its discretion, suspend the rights of any member for violation of such rules and regulations for a period not to exceed sixty (60) days for each infraction.

SIXTH: Directors.

(a) The number of directors which the Corporation shall have shall initially be three (3) and may be increased by an Amendment of the Corporation's By-Laws.

(b) The names of the directors who shall act until the first meeting of the of the Corporation and until their successors are elected and duly qualified are:

Stewart J. Greenebaum

Steven S. Koren

Cindy Arnold

(c) The Board of Directors of the Corporation shall exercise all of the powers of the Association, except for those, if any, which are conferred upon or reserved to the members of the Corporation by law, or by any provision of these Articles of Incorporation or the Corporation's By-Laws as from time to time amended.

SEVENTH: Existence. The existence of the Corporation shall be perpetual.

EIGHTH: Dissolution of the Corporation. The Corporation may be voluntarily dissolved only in accordance with the provisions of Section 5-208 of the Corporations and Associations Article of the Annotated Code of Maryland, except that such dissolution must have been approved by the Membership of the Corporation by the affirmative vote of two-thirds of all the votes of each class of membership which are entitled to be cast thereon.

NINTH: Expansion of the Membership. So long as there is a Class B member of the Corporation the Class B member shall be entitled to incorporate additional areas and make the owners of Lots therein eligible for membership in the Corporation, without the assent of Class A members of the Corporation. Thereafter, any additional areas and the making of the owners of Lots therein eligible for membership in the Corporation shall only be with the consent of two-thirds (2/3rds) of each Class of members.

IN WITNESS WHEREOF, the undersigned has signed and acknowledged the foregoing Articles of Incorporation this 22nd day of October, 1984.

Witness

Valer Hummel

Stewart J. Greenebaum

(SEAL)

Witness

Valer Hummel St. S. Koren

Steven S. Koren

(SEAL)

Valin Hummel Cindy L. Arnold
Witness Cindy Arnold (SEAL)

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Greene Tree

Bylaws



RESIDENTIAL
REALTY GROUP, INC.

Bylaws
Greene Tree Homeowners' Association Inc.

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JUN 24 1994 GREENE TREE HOMEOWNERS' ASSOCIATION, INC.

FIRST AMENDMENT TO BY-LAWS

THIS First Amendment to By-Laws (hereinafter referred to as "this First Amendment") made this 17th day of March, 1994, by a vote of a majority of a quorum of members of the Greene Tree Homeowners' Association, Inc. (hereinafter referred to as "the Association") present at two (2) consecutive meetings of the Association's members.

WITNESSETH:

WHEREAS, Article XIII, Section 1 of the Association's By-Laws dated October 22, 1984, which By-Laws are recorded among the Land Records of Baltimore County in Liber 6825, at page 609, et seq., (hereinafter referred to as "the By-Laws") provides that:

These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present at two (2) consecutive meetings of its members.

; and

WHEREAS, the Association's Board of Directors did propose to amend Article IV, Section 5 and Article XIII, Section 1 of the By-Laws.

; and

WHEREAS, this First Amendment was approved by a vote of a majority of a quorum of members present at two (2) consecutive meetings of the Association's members held on November 11, 1993.

NOW, THEREFORE, the Association hereby amends the By-Laws as follows:

Article IV, Section 5 of the By-Laws is hereby amended to read as follows:

Section 5 Quorum. The presence at the meeting of members entitled to cast, or proxies entitled to cast, forty percent (40%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, a majority of the members present may call a further meeting of members in accordance with the provisions of Section 5-206 of the Corporations and Associations Article of the Annotated Code of Maryland and, at such further meeting, the members present in person shall constitute a quorum and, by majority vote of those present, may approve or authorize any proposed action and take any other action including, without limitation, the election of directors which might have been taken at the original meeting if a sufficient number of members had been present. No such subsequent meeting, however, shall be held more than sixty (60) days following the preceding meeting.

Article XIII, Section 1 of the By-Laws is hereby amended to read as follows:

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of quorum of members present.

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Except as amended herein, all other terms, covenants and conditions of the By-Laws shall remain in full force and effect.

This First Amendment shall be effective only upon recordation among the Land Records of Baltimore County.

IN WITNESS WHEREOF, the Greene Tree Homeowners' Association, Inc., by and through its President, has caused this First Amendment to be executed on its behalf the day and year first above written.

Attest:

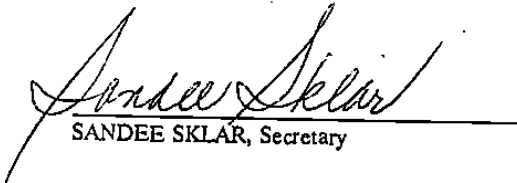
Greene Tree Homeowners' Association,
Inc.


SANDEE SKLAR, Secretary

By:  (Seal)
MICHAEL SIMONS, President

CERTIFICATE OF SECRETARY

I hereby certify that on this 18 day of ^{April} March, 1994, that I am the Secretary of the Greene Tree Homeowners' Association, Inc. and that the aforesaid First Amendment was approved by a vote of a majority of a quorum of members present at two (2) consecutive meetings of the Association's members held on November 11, 1993.


SANDEE SKLAR, Secretary

Return to:

Stuart L. Sagal, Esquire
341 North Calvert Street, 2nd Floor
Baltimore, Maryland 21202

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BY-LAWS
OF
GREENE TREE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

Section 1. Name and Location. The name of the Corporation is GREENE TREE HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Corporation". The principal office of the Corporation shall be located at Suite 275, Commercentre East, 1777 Reisterstown Road, Baltimore, Maryland 21208, but meetings of the members and directors may be held at such place within Baltimore County, Maryland, as ~~may be~~ designated by the Board of Directors.

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ARTICLE II

DEFINITIONS

Section 1. "Corporation" shall mean and refer to Greene Tree Homeowners' Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Corporation by amendments or supplements to the aforesaid Declaration.

Section 3. "Common Area" shall mean all real property owned by the Corporation for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Greenebaum and Rose Investments, a Maryland General Partnership, its successors and assigns if such successors or assigns should acquire more than one underdeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in or to be recorded among the Land Records of Baltimore County, Maryland and any amendments or supplements thereto.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

Section 1. Membership and Voting Rights.

(a) Every record owner of a Lot which is subject to assessment shall become a member of the Corporation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

(b) The Association shall have two classes of voting membership:

Class A. Except for Declarant who shall initially be a Class B member, a Class A member shall be a record owner holding title to one or more Lots laid out on the Property. Each Class A member shall be entitled to one vote per Lot for each Lot owned by him, in all proceedings in which action shall be taken by members of the Corporation.

Class B. The Class B member shall be Declarant and shall be entitled to three votes per Lot for each Lot owned by such member, in all proceedings in which action shall be taken by members of the Association.

If more than one person, firm, corporation, trustee or other legal entity, or other combination thereof, as a Class A member, hold the record title to any Lot, all of the same, as a unit, and not otherwise, shall be deemed a single Class A member of the

Corporation. The vote of any Class A member comprised of two or more persons, firms, corporations, trustees or other legal entities, or any combination thereof, shall be cast as the several constituents may determine, but in no event shall such constituents cast more than one vote per Lot for each Lot owned by them.

Conversion. The Class B membership in the Corporation shall cease and be converted to Class A membership in the Corporation on December 31, 1994, or at such earlier time as the total number of votes entitled to be cast by Class A members of the Corporation equals or exceeds the total number of votes entitled to be cast by the Class B member of the Corporation.

Section 2. Suspension of Membership Rights. The membership rights of any person whose Lot is subject to assessments shall be suspended by action of the Board of Directors during the period when the assessments remain unpaid, provided however, that upon payment of such delinquent assessments, his membership rights shall be automatically restored. In the event the Board of Directors shall adopt and public rules and regulations governing the use of the community facilities or common areas, and the personal conduct of any person thereon, as it is hereinafter authorized to do, it may, in its discretion, suspend the rights of any member for violation of such rules and regulations for a period not to exceed sixty (60) days for each infraction.

ARTICLE IV

MEETINGS OF THE MEMBERS

Section 1. Place of Meetings. Meetings of the members shall be held at the principal office or place of business of the Corporation or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 2. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Corporation and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the

members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday.

Section 3. 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 one-fourth of all the members who are entitled to vote.

The Board (hereinafter defined) shall hold monthly meetings at such times and at such places as may be mutually agreed upon by the Board. A schedule of such meetings shall be sent to the members when promulgated by the Secretary.

Section 4. Notice of Meetings. Written notice of each meeting of the members shall be given by or at the direction of the Secretary or such other person authorized to call the meeting by delivering a copy of the notice of such meeting to the member, or at the Secretary's election by mailing a copy of such notice, postage prepaid, at least thirty (30) days in advance of such meeting addressed to the member's last address appearing on the books of the Corporation, or supplied by such member to the Corporation for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and in the case of a special meeting, the purpose of the meeting.

Section 5 Quorum. The presence at the meeting of members entitled to cast or proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and, at such subsequent meeting, the presence, in person or by proxy, of members entitled to not less than thirty percent (30%) of all votes of each class of membership entitled to be cast at such meeting shall be necessary and sufficient to constitute a quorum. No such subsequent meeting, however, shall be held more than sixty (60) days following the preceding meeting.

ARTICLE V

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Corporation shall be managed by a Board of an odd number of Directors, not less than three (3) who need not be members of the Corporation.

Section 2. Term of Office. At the first annual meeting, the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years and one (1) director for 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. In the event the members increase the number of directors, such additional directors shall be elected to a staggered term in accordance herewith.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Corporation. 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 Corporation. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

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

ARTICLE 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 Corporation.

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 and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among 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 persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice to the members, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Corporation, 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 VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Corporation;
- (b) exercise for the Corporation all powers, duties and authority vested in or delegated to this Corporation and not reserved to the membership by other provisions of these By-Laws or the Articles of Incorporation;
- (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;
- (d) adopt and publish rules and regulations governing the use of the Common Area, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

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

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the meetings of the members, or at any special meeting when such statement is requested in writing prior to such meeting;
- (b) supervise all officers, agents and employees of this Corporation, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Owner personally obligated to pay the same;

(d) procure and maintain adequate liability and hazard insurance on property owned by the Corporation;

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

(f) cause the Common Area to be maintained including but not limited to maintenance, repair, and replacement of all private streets, parking areas, curbs and gutters, swimming pool, bath house, tennis courts, open space, running trails, utility lines not county maintained and establish a reserve fund for such maintenance, repair and replacement;

(g) cause the members' homes to be maintained to the extent provided in the Declaration.

ARTICLE IX

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The offices of this Corporation shall be a President, Vice President, a Secretary, and a Treasurer, all of whom shall be members 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 Corporation shall be elected annually by the board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may appoint such other persons as the affairs of the Corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine, but not to exceed one year.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time 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, but not to exceed one year.

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

Section 7. Multiple Officers. 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, except the offices of Secretary and Treasurer may be held by the same person.

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; shall see that orders and resolutions of the Board are carried out; shall sign all 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 Corporation and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members

of the Corporation 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 accounts all monies of the Corporation and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Corporation; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE X

COMMITTEES

The Board of Directors shall appoint committees as deemed appropriate in carrying out its purpose.

ARTICLE XI

MANAGEMENT AGENT

Section 1. Management Agent. The Board of Directors may employ for the Corporation a management agent (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including but not necessarily limited to, the duties set out in subsections (a) through (g) of Section 2 of Article VIII.

ARTICLE XII

CORPORATE SEAL

The Corporation shall have a seal in circular form having the words "GREENE TREE HOMEOWNERS' ASSOCIATION, INC." and "MARYLAND" around the circumference and the words "198__" within its circumference.

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 a quorum of members present at two (2) consecutive meetings of its members.

Section 2. In 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

ASSESSMENTS

Section 1. As more fully provided in the Declaration, each member is obligated to pay to the Corporation annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, attorney's fees and reasonable costs of collection and the Corporation may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XV

RULES OF ORDER

All questions of order should be decided by the President who shall be guided by Roberts Rules of Order, Revised. No member shall have the right of the floor on one subject longer than ten minutes.

ARTICLE XVI
MISCELLANEOUS

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

Section 2. Audit. At the close of each fiscal year the books and records of the Corporation may be audited by a Certified Public Accountant or other person acceptable to the Board of Directors, whose report will be prepared and certified in accordance with the requirements of the Board. Based upon such report, the Corporation shall furnish its members with an annual financial statement including the income and disbursements of the Corporation.

Section 3. Execution of Corporate Documents. With the prior authorization of the Board of Directors, all notes, contracts, and other documents shall be executed on behalf of the Corporation by either the President or Vice President, and all checks and other drafts shall be executed on behalf of the Corporation by such officers, agents or other persons as are from time to time by the Board of Directors authorized so to do.

Section 4. Books and Records. The books, records and papers of the Corporation shall at all times be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Corporation, shall be available for inspection by any Member at the principal office of the Corporation, where copies may be purchased at reasonable cost.

88-5825-41621

IN WITNESS WHEREOF, we, being all of the directors of the Corporation have
hereunto set out hands this 22nd day of October, 1984.

WITNESS:

Valerie Hummel Stewart J. Hummel (SEAL)
Director
Valerie Hummel H. 50 (SEAL)
Director
Valerie Hummel Cindy L. Arnold (SEAL)
Director

LBR/dca/506

REVIEWED FOR FORM AND LEGAL SUFFICIENCY
AND APPROVED FOR EXECUTION.

Richard D. Bohlen 10-30-84
OFFICE OF LAW

By: _____
ASSISTANT COUNTY SOLICITOR

1:56 P.M.
Rec'd for record NOV 30 1984 at
Per Elmer H. Kahline, Jr., Clerk
Mail to Stewart J. Hummel
Receipt No. 53.00

Greene Tree

Condominium Declaration



RESIDENTIAL
REALTY GROUP, INC.

SMW:misc.

FIRST AMENDMENT TO FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS RELATING TO GREENE TREE

THIS FIRST AMENDMENT TO FIRST AMENDED AND RESTATED DECLARATION OF COVE-
NANTS, CONDITIONS AND RESTRICTIONS RELATING TO GREENE TREE (hereinafter refer-
red to as "this Amendment"), made this 16th day of August,
1988, by Stewart J. Greenebaum and Steven E. Koren, Trustees (hereinafter
referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, Article X, Section 2 of the First Amended and Restated Declaration
of Covenants, Conditions and Restrictions Relating to Greene Tree dated December
19, 1985 and recorded among the Land Records of Baltimore County in Liber 7071,
Page 18, et seq. (hereinafter referred to as "the Declaration"), provides
that the Declaration may be amended during the first forty year period by an
instrument signed by the Declarant so long as the Declarant is the Class B
Member; and

WHEREAS, Article III, Section 3 of the Declaration, the Declarant is the
Class B Member as to date, fewer than 90% of the Owners of the Lots subject to
the terms and conditions of the Declaration have been issued certificates of
occupancy from Baltimore County for the improvements constructed on said Lots;
and

WHEREAS, the Declarant desires to amend the Declaration by adding Article
XI thereto.

NOW, THEREFORE, Article XI of the Declaration shall hereby read as follows:

ARTICLE XI

ENFORCEMENT

In addition to any enforcement powers set forth in the Declaration and By-
Laws, the Board of Directors may levy fines for any violations of the Declara-
tion, By-Laws and Rules and Regulations adopted pursuant thereto. Any such
fine, including reasonable attorney's fees and all other costs and expenses
incurred in connection therewith, shall constitute a lien against the applicable

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lot, and shall be collectable in the same manner as a delinquent assessment.

Except as amended herein, all other terms, covenants and conditions of the Declaration shall remain in full force and effect.

WITNESS the hands and seals of the parties hereto on the day and year first above written.

WITNESS:

[Signature]
[Signature]

[Signature]
STEWART J. GREENBAUM, TRUSTEE

[Signature]
STEVEN S. KOREN, TRUSTEE

STATE OF MARYLAND, City/County of Baltimore, to wit:

On this 16th day of August, 1988, before me, personally appeared STEWART J. GREENBAUM, 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.

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

[Signature]
NOTARY PUBLIC

My Commission Expires

July 1, 1990

STATE OF MARYLAND, City/County of Baltimore, to wit:

On this 16th day of August, 1988, before me, personally appeared STEVEN S. KOREN, 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.

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

[Signature]
NOTARY PUBLIC

My Commission Expires

July 1, 1990

MAIL TO:

Barry L. Smith
7 W. Calvert St.

21202

GREENE TREE HOMEOWNERS' ASSOCIATION, INC.

RESOLUTION OF BOARD OF DIRECTORS

WHEREAS by First Amended and Restated Declaration of Covenants, Conditions and Restrictions relating to Greene Tree, the Association's Board of Directors was given the power to levy fines for any violations of the Association's Declaration, By-Laws and Rules and Regulations; and

WHEREAS the Board of Directors wishes to implement a procedure for levying such fines.

NOW, THEREFORE, upon motion made by Sheila Domic and seconded by Linda Berg, it is this 15th day of August, 1994 by the Board of Directors of Greene Tree Homeowner's Association, Inc., resolved that the Board of Directors will not levy a fine until the following procedure is followed:

1. Written demand to cease and desist from an alleged violation shall be mailed by first class mail, utilizing a certificate of mailing, to the alleged violator specifying: (a) the alleged violation; (b) the action required to abate the violation; and (c) a time period of not less than ten (10) days during which the violation may be abated without sanction if the violation is a continuing one, or a statement that any further violation of the same provision of the Declaration, By-Laws or Rules and Regulations may result in the levying of a fine after notice and hearing if the violation is not continuing.

2. Within twelve (12) months of the demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same provision is violated subsequently, the Board shall mail to the alleged violator, by first class mail utilizing a certificate of mailing, notice of a hearing to be held by the Board in session. The notice shall contain: (a) the nature of the alleged violation; (b) the time and place of the hearing, which time may not be less than ten (10) days from the mailing of the notice; (c) an invitation to attend the hearing and produce any statement, evidence and witnesses on his or her behalf; and (d) the

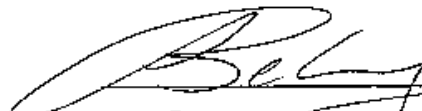
proposed fine to be levied.

3. A hearing occurs at which the alleged violator has the right to present evidence and present and cross examine witnesses. The hearing shall be held in executive session pursuant to the notice and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of the mailing of the notice and the invitation to be heard shall be placed in the minutes of the meeting. The proof shall be deemed adequate if a copy of the two (2) notices together with the certificates of mailing are entered into the minutes of the meeting. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the fine, if any, levied.

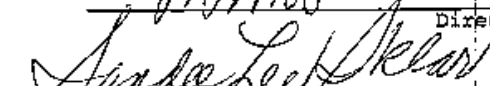
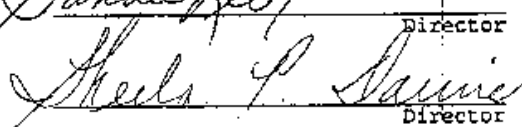
4. Any fine that is levied shall be reasonable.

5. Each day of a continuing violation shall be deemed a separate violation for which a per diem fine may be levied.

6. Any fine that may be levied, including reasonable attorneys fees and all other costs and expenses incurred in connection therewith, shall constitute a lien against the applicable lot and shall be collectible in the same manner as a delinquent assessment.


Director

Director

Director

Director

Director

0086825 PAGE 622

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

TRANSFER TAX NOTED
BALTIMORE COUNTY
Part of Book 11-2-87
Date 11-2-87

THIS DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS, Made
this 22 day of October, 1984, by JOHN W. NAIRN, Personal Representative
of the Estate of L. LEROY TUERKE, WILLIAM A. TUERKE, III and ELEANOR S. TUERKE, 1
hereinafter collectively called "Declarant".

DECLAR
E.H.K. JR. T
0086825 CODE R02

BACKGROUND STATEMENT OF FACTS

1.

This Background Statement of Facts is not merely prefatory, but is expressly
made a part of this Declaration of Covenants, Conditions and Restrictions.

The parties hereto hold all the right, title and interest in and to the land and
premises, hereinafter called "Greene Tree", located in the Third Election District of
Baltimore County, Maryland, which is more particularly described in Addendum "A" attached
hereto and specifically made a part hereof.

All of Greene Tree is owned by Declarant by a Deed dated October 12, 1973,
and recorded among the Land Records of Baltimore County in Liber E.H.K., Jr., No.5516,
Folio 702.

For purposes of enhancing the security, amenities, aesthetic quality, appearance,
value and desirability of Greene Tree, and such additions thereto as may hereinafter be
brought within the jurisdiction of the hereinafter designated Association, Declarant desires
to establish and to provide for the operation and maintenance of open space tracts and
common areas and architectural control and enforcement for the common use, benefit,
enjoyment, recreation, health, safety and welfare of each record owner.

NOW, THEREFORE, Declarant hereby declares that all of the land and premises
comprising Greene Tree, as described in Addendum "A" to this Declaration, shall be
held, sold and conveyed subject to the following easements, restrictions, covenants and
conditions, which are for the purposes of protecting the appearance, value and desirability
of, and which shall run with the land, and be binding on all parties having any right, title
or interest therein, or in any part thereof, their heirs, personal representatives, successors

188-6825 Jan 623

and assigns, and shall inure to the benefit of each record owner, as determined.

AND UNIFORM TRANSFER TAX
NOT APPLICABLE
DATE 11-30-34

ARTICLE I
DEFINITIONS

STATE DEPARTMENT OF
ASSESSMENTS & TAXATION
DATE 11-30-34
CHECK

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:

1. Association. "Association" shall mean, refer to and include only "Greene Tree Homeowners' Association, Inc., its successors and assigns."
2. Common Area. "Common Area" shall mean, refer to and include all real property (including the improvements thereon or thereto) owned by the Association for the common use, benefit and enjoyment of the record owners. The Common Area to be conveyed to the Association is described as follows: All property shown on plats and referred to as "H.O.A. Open Space", "Buffer", "Storm Water Management Area", and "Parcel A", parking lots, and beds of all roads located within Greene Tree.
3. Declarant. "Declarant" shall mean, refer to and include only John W. Nairn, Personal Representative of the Estate of L. LeRoy Tuerk, William A. Tuerk, III and Eleanor S. Tuerk on the date of the execution of the within Declaration. Upon conveyance of any of the land described in Addenda "A" or "B" to the within Declaration, "Declarant" for all purposes of the within Declaration shall mean, refer to and include only Greenebaum and Rose Investments, a Maryland General Partnership and any successor or assign thereof to whom the said Greenebaum and Rose Investments shall expressly (i) convey or otherwise transfer all of its right, title and interest in the Property, or the last thereof, as an entirety, without reservation of any kind, and (ii) transfer, set over and assign, as the named Declarant, all of its right, title and interest under this Declaration of Covenants, Conditions and Restrictions, or any amendment or modification thereof.
4. Lot or Lots. "Lot" or "Lots" shall mean, refer to and include (i) any one or more of the Greene Tree, Section One lots shown on the recorded subdivision plats

entitled Greene Tree, Section One and (ii) one or more of the building lots shown on any recorded subdivision plat or any part of the land comprising of any part of the Remainder of Greene Tree brought within the jurisdiction of the Association and subjected by covenants of record to a lien for charges and assessments levied by the Association, as said lot or lots are now or may from time to time hereafter be created or established, in each case, excepting any road or street and any Common Area shown on such Plat.

5. Mortgage and Mortgagee. "Mortgage" shall mean, refer to and include a mortgage, deed of trust or other conveyance in the nature of a mortgage; and "mortgagee" shall mean, refer to and include the grantee named in a mortgage or other conveyance in the nature of a mortgage, the beneficiary or creditor secured under any deed of trust, and the heirs, personal representatives, successors and assigns of such grantee, beneficiary or creditor.

6. Plats of Greene Tree. "Plats of Greene Tree" shall mean, refer to and include (i) that certain plat entitled Greene Tree, Section One; (ii) any recorded subdivision plat of any part of the land comprising all or any part of the Remainder of Greene Tree brought within the jurisdiction of the Association; and (iii) any amendment to, or resubdivision of, any of the foregoing plats.

7. Property. "Property" shall mean, refer to and include all the land and premises described in Addendum "A" of this Declaration, together with the buildings and improvements thereupon erected, made or being, and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging, or otherwise appertaining, and such additions to such land, premises, buildings, improvements, appurtenances and advantages as may hereafter be brought within the jurisdiction of the Association.

8. Record Owner. "Record Owner" shall mean, refer to and include the person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers holding the record title to a Lot in Greene Tree, or located on any part of the Remainder of Greene Tree brought within the jurisdiction of the Association and

subjected 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 entireties, 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, or partnership relationship, or otherwise, all of same, as a unit, and not otherwise, shall be deemed a single record owner and shall 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 any obligation or payment of a debt.

9. Remainder of Greene Tree. "Remainder of Greene Tree" shall mean, refer to and include only the land and premises as more particularly described in Addendum "B" attached hereto and made a part hereof.

ARTICLE II

COMMON AREA

1. Declarant shall grant and convey to the Association, the beds of roads located within the Property, Parcel A, H.O.A. open space, buffer and storm water management area, and the latter shall take and accept from the former, the Common Area, subject to the covenants, conditions, restrictions and reservations hereinafter set forth, which are hereby imposed upon the aforesaid Common Area for the benefit of Declarant, the Association and the record owners, and their respective heirs, personal representatives, successors and assigns, to the extent and intent that the Association shall have and hold the said Common Area subject to the following: (i) Declarant, for itself, its successors and assigns, shall have the right to lay, install, construct, place and maintain on, over, under or in those strips or parcels of land designated as an easement area, or

drainage and utility easement, or on, over, under or in any portion of the Common Area, pipes, mains, conduits, drains, lines or other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone and other public utilities deemed advisable or necessary to provide adequate service or for installing other easements in accordance with the general scheme of development to any Lot now or hereafter laid out or established on the Property, or the Remainder of Greene Tree, or the area in which the same is located, together with the right and privilege of entering upon said Common Area for such purpose and making openings and excavations therein; and (ii) Declarant shall reserve unto itself, its successors and assigns, easements for the purpose of proper surface water drainage, for the installation and maintenance of sanitary and storm water sewers, lines for water and for other utilities, and for such alterations of the contour of the land as may be necessary or desirable to affect surface drainage. Within the easement areas hereinabove described in divisions (ii) and (iii), no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels or obstruct or retard the flow of water through drainage channels. Furthermore, the aforesaid easement areas on each Lot and all improvements therein, except improvements for which a public authority or utility company is responsible, shall be maintained continuously by the record owner of such Lot.

2. The "Common Area" to be conveyed to the Association under Section 1 of this Article II shall be deemed Common Area, property and facilities for the use, benefit and enjoyment, in common, of each present and future member of the Association, who, by necessity, is a record owner of a Lot. The Common Area shall be retained in its natural state, and no structure or improvements of any kind shall be erected, placed or maintained thereon, except as follows: Structures or improvements designed exclusively for community use, including, but not limited to, running paths, tennis court(s), swimming pool, guard house, benches, bike paths.

3. No noxious or offensive activity shall be carried on or upon the aforesaid Common Area nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. The Association shall improve, develop, supervise, manage, operate, examine, inspect, care for, preserve, repair, replace, restore and maintain the Common area as from time to time improved, together with any items of personal property placed or installed thereon, all at its own cost and expense, and shall levy against each member of the Association a proportionate share of the aggregate cost and expense required for the care, maintenance and improvement of the Common Area, which proportionate share shall be determined on the basis which the number of Lots owned by the member bears to the total number of Lots then laid out or established on the Property.

5. The right of each member of the Association to use the Common Area shall be subject to the terms, conditions and provisions set forth in this Declaration and, further, shall be subject to any rule or regulation now or hereafter adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Area. All of said terms, conditions, provisions, rules and regulations shall inure to the benefit of and be enforceable by the Association and Declarant, or either thereof, their respective successors and assigns, against any member of the Association, or any other person violating or attempting to violate the same, or any thereof, either by action at law for damages or suit in equity to enjoin a breach of violation, or enforce performance of any term, condition, provision, rule or regulation. Further, the Association or Declarant shall each have the right summarily to abate or remove any violation by any member at the cost and expense of such member.

ARTICLE III

RECORD OWNERS AND PROPERTY RIGHTS

1. Declarant shall hold, and hereafter grant and convey the Lots, subject to the covenants, conditions and restrictions hereinafter set forth, which are hereby imposed upon said Lots for the benefit of Declarant, the Association and other record owners,

their respective heirs, personal representatives, successors and assigns, to the end and intent that each record owner of a Lot shall have and hold his Lot subject to the following: Each record owner, in common with all other record owners, shall have the right and privilege to use and enjoy the Common Area for the purposes for which the same was designed. Such right and privilege, which shall be appurtenant to and pass with the title to the Lot of each record owner, shall include particularly, but not by way of limitation, use and enjoyment of the following: All Common Area provided for the use, comfort and enjoyment of the record owners, subject, however, to the right of the Association to suspend the voting rights and rights to use of any Common Area by a record owner for any period in which any assessment against his Lot remains unpaid and, for a period not to exceed sixty (60) days, for any infraction of published rules and regulations of the Association.

2. Any record owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area, with any facilities thereon, to the members of his family, his tenants, or contract purchasers who reside on the Property.

3. Each record owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to the use of the Common Area, as such rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Area. Further, each record owner shall comply with the covenants, agreements and restrictions imposed by this Declaration the use and enjoyment of the Common Area.

4. The aforesaid rights, privileges and easements of the record owners are at all times subject to the right of the Association to declare or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the members and subject further to the written consent of Baltimore County, Maryland; provided, however, that no such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3rds) of each class of members agreeing to such dedication or transfer has been recorded among

the Land Records of Baltimore County, Maryland, which instrument shall also contain the signature of the authorized County signatory.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

1. Every record owner of a Lot which is subject to assessment shall become and be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

2. The Association shall have two classes of voting membership:

Class A. Except for Declarants who shall initially be a Class B member, a Class A member shall be a record owner holding title to one or more Lots laid out on the Property. Each Class A member shall be entitled to one vote per Lot, for each Lot owned by him, in all proceedings in which action shall be taken by members of the Association.

Class B. The Class B member shall be Declarant, as defined in paragraph 3 of Article I hereof. The Class B member shall be entitled to three votes per Lot for each Lot owned by such member, in all proceedings in which action shall be taken by members of the Association.

If more than one person, firm, corporation, trustee or other legal entity, or any combination thereof, as a Class A member, hold the record title to any Lot, all of the same, as a unit, and not otherwise, shall be deemed a single Class A member of the Association. The vote of any Class A member comprised of two or more persons, firms, corporations, trustees or other legal entities, or any combination thereof, shall be cast in the manner provided for in the Charter of the Association, or as the several constituents may determine, but in no event shall such constituents cast more than one vote per Lot for each Lot owned by them.

Conversion. The Class B membership in the Association shall cease and be converted to Class A membership in the Association on December 31, 1994 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 the Class B member of the Association.

ARTICLE V

COVENANT FOR ASSESSMENTS

1. Declarant, for each Lot owned by it within the Property, hereby covenants, and each record owner, by acceptance of the deed hereafter conveying any such Lot to him, whether or not so expressed in such deed, shall be deemed to have covenanted and agreed to pay to the Association: (i) annual assessments or charges; and (ii) special assessments or charges for capital improvements, such annual and special assessments and charges to be established and collected as hereinafter provided. The annual and special assessments or charges, together with interest, costs, and reasonable attorney's fees which may be imposed thereon, shall be a charge on the land and a continuing lien upon each of the Lots against which each such assessments is made. Each such assessment or charge, together with interest, costs and reasonable attorney's fees imposed thereon, shall also be the personal obligation of the record owner holding title to any Lot at the time when the assessment fell due or was first payable. The personal obligation for any delinquent assessment or charge, however, shall not pass to the record owner's successors or successor in title unless expressly assumed by such successors or successor.

2. Assessments and charges levied by the Association shall be used exclusively for the following purposes: Promotion of the recreation, health, safety and welfare of the residents in or on the Property; improvements, operation, care and maintenance of the Common Area, including casualty, liability or other insurance deemed necessary therefor; and payment of all public charges and assessments applicable to the Common Area, except to the extent that such public charges and assessments may be levied against any Lot laid out on the Property so that the same is payable directly by the record owner thereof, in the same manner as real property taxes are assessed or assessable against the Lot.

3. Annual assessments shall be fixed and limited as follows:

(a) The Board of Directors of the Association may fix the annual assessment or charges against each member at any amount which is required to maintain the Common Area as hereinabove and elsewhere in this Declaration provided for.

(b) Neither Declarant nor any Lot to which Declarant holds the record title, shall be exempt from assessments hereunder, but notwithstanding any provision of this Declaration, the Declarant shall be required to pay such assessments only in an amount equal to one percent (1%) of the annual assessment which the Association levies for each lot. The foregoing shall not apply to any Lot on which there is situate a completed dwelling held by the Declarant for rental purposes.

4. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall first be approved by fifty-one percent (51%) of each class of members of the Association, voting in person or by proxy, at a meeting duly called for such purpose.

5. Written notice of any meeting of members of the Association called for the purpose of taking any action authorized under Sections 3 or 4 of this Article, shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence, in person, or by proxy, of members entitled to not less than sixty percent (60%) of all votes of each class of members entitled to be cast at such meeting shall be necessary and sufficient to constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and, at such subsequent meeting, the presence, in person or by proxy, of members entitled to not less than thirty percent (30%) of all the votes of each class of members entitled to be cast at such meeting shall be necessary and sufficient to constitute a quorum. No such subsequent meeting, however, shall be held more than sixty (60) days following the preceding meeting.

6. Except as provided in paragraph 3(b) of this Article V, both annual and special assessments and charges must be fixed at a uniform rate for all Lots and the same may be collected on a monthly or other periodic basis.

7. The annual assessments provided for herein shall commence as of all Lots on the first day of the first month following conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to each record owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessments and charges on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

8. Any assessment not paid within thirty (30) days after the due date shall ~~bear interest from the due date computed at the rate of twelve percent (12%) per annum.~~ The Association may bring an action at law against the record owner personally obligated to pay the same, or foreclose the lien against the Lot subject to the assessment. No record owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

9. The lien of the assessments and charges provided for herein shall be subordinate to general and special assessments for real estate taxes on the Lot and to the lien of any first mortgage covering the Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the 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, except to the extent that the same are collectible from any surplus remaining after payment of the outstanding

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balance due under the mortgage, together with all costs incurred in the foreclosure proceedings. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

*Architectural
Covenants*

1. Each Lot shall be used for residential purposes only except as follows:

(a) A real estate sales or construction office, or trailer, with signs, may be erected, maintained and operated on any Lot, or in any building or structure now or hereafter located thereon, provided such office or trailer, and signs, are used and operated only in connection with the development or initial sale of any Lot, or the construction of improvements on any Lot, now or hereafter laid out or created on the property only by Declarant.

2. Other than that which is part of the scheme of development of the Declarant or the Association, no fences, walls or hedges shall be erected. No clothes lines may be placed on any lot. All walls or fences erected on any lot shall thereafter be maintained by the Association as part of the operation of the Association.

3. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

4. Other than that which is part of the scheme of development of the Declarant or the Association, no structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding will be permitted to be erected on any Lot.

5. No boat, or trailer of any kind, including a house trailer and boat trailer and no commercial or inoperable vehicle of any kind shall be parked or stored on any lot. For the purposes hereof, an automobile shall be deemed inoperable unless it contains all parts and equipment, including properly inflated tires, in such good condition and repair as may be necessary for any person to drive the same on a public highway.

6. Except as otherwise expressly provided in Section 1 hereof, no sign of any kind shall be erected, displayed or maintained on any Lot.

7. No animals, livestock or poultry of any kind, including pigeons, shall be raised, bred or kept on any Lot except household dogs and cats which are not to exceed two (2) in number. No household pet shall be allowed to roam on the premises at any time. All pets shall be securely leashed when outside of the improvements and no pet shall be housed or maintained outside of the improvements. Lot owners shall promptly clean all litter deposited on the lot by the household pets.

8. Except as provided by the Declarant or the Association, no improvement, planting, shrubbery or any other obstruction shall be placed on any lot.

9. No burning of any trash and no accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted on any Lot.

10. No outside television or radio aerial or antenna, or other outside aerial or antenna, or any satellite receiving dish, or other outside receiving dish, for reception or transmission, shall be maintained upon any Lot or the improvements constructed thereon, without the prior written consent of the Board of Directors of the Association.

11. Flower gardens, shrubs and trees shall be properly maintained and all open areas of Lots, if preserved as lawns, shall be mowed and not permitted to grow in excess of three (3) inches in height. The Association, by action of the Board of Directors, may elect to maintain all the lots by the cutting of the grass and maintenance of the gardens thereon, except for a private area at the rear of the dwelling which shall extend from the rear of the dwelling to the rear property line, which area shall be maintained by the property owner, and upon such election shall be entitled to assess, and collect, as part of the assessments provided for in Article V hereof, the cost of such maintenance.

ARTICLE VII

1. Party Walls. Each wall which is built as part of the original construction of the Dwellings upon the Lots within Greene Tree and placed on the dividing line between the Lots or Dwellings shall constitute a party wall, and to the extent not inconsistent with other provisions hereof, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

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

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

4. Weatherproofing. Notwithstanding any other provision of this Article VIII, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements, except where such wall was so designated and erected, shall bear the whole cost of furnishing the necessary protection against such elements.

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

6. Easement for Installation of Post Lamps. There shall be and is hereby reserved to Declarant, its successors and assigns, a perpetual and non-exclusive easement to install a post lamp on any Lot at any time, such easement to include, but not be limited to, the right to install, relocate and maintain all underground wire and/or leads into any Dwelling situate on a Lot within Greene Tree.

7. Encroachments. If any portion of a party wall shall encroach upon an adjoining Lot or Dwelling, by reason of settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same as long as the Dwelling stands, shall exist.

8. Easements. Each Lot and Dwelling shall be subject to easements to the benefit of the Owners of the adjoining and abutting lots and dwellings for the unobstructed and uninterrupted use of any and all pipes, ducts, flues, chutes, conduits, cables, wire

outlets and utility lines of any kind, nature and description; to easements for lateral support of adjoining and abutting dwellings; and to easements for the streets and walkways serving adjoining and abutting dwellings. Declarant specifically reserves unto itself the right at any time to enter upon any lot for the purpose of regrading the lot and for the installation of drainage pipes, swales or other means of control for surface water control, or for the purposes of complying with any requirements imposed by Baltimore County, Maryland or any other governmental authority. The rights of Declarant to regrade shall include the right to regrade for any purpose, including aesthetic value of any Lot or Lots in Greene Tree.

9. Additional Associations.

(a) If there are additional Homeowners Associations or Council of Unit Owners or the like (Associations) created on the land now owned by Declarant, designated as Remainder of Greene Tree, and described in Addendum "B" to the within Declaration, the Declarant, for itself, its successors and assigns, hereby declares that each member in such Association or Associations shall have a perpetual easement in the Common Area of this Association, and the members of this Association shall have a perpetual easement in the Common area of such other Association or Associations for the following purposes:

(i) to maintain, use, repair and replace all existing private or public storm sewage, sanitary sewage and water distribution systems, private streets, utilities and the like used by members in the Associations to serve this Association and/or as ingress or egress to the property; and

(ii) for the subterranean installation, maintenance and repair of any pipe, cable or other conduit of gasses, liquids or energy supplying water, sewage, telephone, radio, television, electricity, natural gas, heat or other similar services to the Association or Associations or member or members of the Association(s) subject, however, to the provisions that where the work to be done is not a repair or replacement of any then existing facility it shall be done only with the written permission

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of the members or the Directors of the Association involved, which permission shall not be unreasonably withheld.

(iii) In the event such work is done, the members or Directors of the Association may require that the work be done at the expense of the members or Association seeking to exercise the rights granted hereunder and subject to such other terms and conditions as are reasonable.

(b) If such additional Associations are created, the Declarant for itself, its successors and assigns, hereby declares that the members of such additional Associations shall have the right to use and enjoy, subject to this Declaration, the Articles of Incorporation, By-Laws and all rules and regulations of this Association, in common with each member in this Association, the Common Area of this Association, including, but not limited to, the utilities and their associated distribution systems, the private streets, swimming pool, bath house, tennis court, open space and other like facilities (herein "Items of Common Use") and shall be obligated to pay an assessment therefore, levied on an annual basis. Such assessment shall be made a mandatory lien upon each member and Lot by an appropriate document recorded among the Land Records of Baltimore County, Maryland; said document shall provide not only for the assessment and lien thereof but also for a method of collection and disbursement to this Association and shall include a provision for reserves or replacement of the Common Area aforementioned. The assessment so levied and collected shall be apportioned between this Association and any additional Association or Associations based upon the current budget of this Association for the items of Common Use revised to reflect the total usage and costs attributable to all Lots in all Associations. The apportionment formula shall pro rate the total of all items of Common Use between the Associations based on the number of Lots in each Association, as they may be constituted from time to time, divided by the total number of Lots in all Associations. The proportionate shares arrived at in the previous sentence shall be multiplied by the budget for the items of Common Use specified above (and any other items of Common Use as may later be agreed upon by the Associations) for each full

fiscal year Common Use or any fraction thereof, commencing with the recordation of the appropriate document creating such Association. Each additional Association shall remit its proportionate share to this Association on a monthly basis. For the limited purposes of this Section, whenever a right or benefit is reserved in the Declarant, the same shall inure to the benefit of the Declarant, its successors and assigns, and to any successor owner of all or any portion of the Remainder of Greene Tree as described in Addendum "B", whether said successor owner shall have acquired title by voluntary conveyance from the Declarant, through foreclosure of any mortgage or deed of trust which is a lien on all or any part of the Remainder of Greene Tree, but this definition shall be conditioned upon the said successor owner acquiring more than one Lot for the purpose of development.

ARTICLE VIII

ARCHITECTURAL REVIEW

No fence, wall, sign, regrading or other structure of any kind, including any driveway, walkway, and outside lighting, shall be commenced, erected or maintained on any Lot (hereafter "Improvements") nor shall any addition thereto, (including awnings and screens), change or alteration therein (including any retreatment by painting or otherwise of any exterior part thereof) (hereafter "Alterations") be made in structure, color, or contour on any improvements on any Lot, nor shall any work be commenced or performed (other than landscaping) which may result in a change of the exterior appearance of an Improvement or Alteration, until the plans and specifications, in duplicate, showing the nature, kind, shape, dimensions, material, floor plans, color scheme, location, exterior plans and details, driveway plans and location, proposed topographical changes, together with the estimated costs of said Improvement or Alteration, and together with a designation of the party or parties to perform the work in said Improvement or Alteration, have been submitted to and approved in writing by the Architectural Review Committee, its successors or assigns.

The Architectural Review Committee shall consider applications for approval of plans, specifications, etc., upon the basis of conformity and harmony in exterior design

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

The Architectural Review Committee shall have the absolute right to refuse to approve any such plans or specifications, including grading and location plans, which are not suitable or desirable in its sole opinion, for aesthetic or other considerations. Written requests for approval, accompanied by the foregoing described plans and specifications or other specifications and information as may be required by the Architectural Review Committee from time to time shall be submitted to the Architectural Review Committee by registered or certified mail or in person, in which case a written receipt shall be obtained. After construction, all Improvements or Alterations shall be maintained in strict conformity with the plans and specifications so approved.

The Architectural Review Committee shall be composed of Stewart J. Greenebaum, Steven S. Koren and Cindy Arnold who shall have all of the rights, powers and duties granted to it pursuant to the within Declaration. At any time after the expiration of a ten (10) year period from the date of the within Declaration, the Board of Directors of the Association shall have the power, by a duly executed and recorded instrument, to appoint new members to, or otherwise change the membership of the Architectural Review Committee, so long as the Architectural Review Committee shall be at all times composed of three members. In the event of the death or resignation during said five (5) year period, the Declarant shall have the sole right and authority to appoint a successor by a

duly executed and recorded instrument, designating the name and address of such successor. All questions shall be decided by a majority of the members of the Architectural Review Committee, and such majority shall be necessary and sufficient to act in each instance and on all matters. Each member of the Architectural Review Committee, now or hereafter appointed, shall act without compensation for services performed pursuant to this covenant.

ARTICLE IX

GENERAL PROVISIONS

1. Duration. (a) Except where permanent easements or other permanent rights or interest are herein created, the covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association; the Owner of any Lot or land subject to this Declaration and any amendments and supplements hereto, the Declarant, and its, his, hers or their respective personal representatives, heirs, successors and assigns, in perpetuity, unless an instrument signed by the then Owners of seventy-five percent (75%) of the Lots has been recorded among the Land Records of Baltimore County, Maryland, agreeing to change said covenants, conditions and restrictions in whole or in part. No such agreement to change the covenants, conditions and restrictions shall be effective with respect to any permanent easements or other permanent rights or interest relating to the Common Area and all such changes shall be subject to approval by Baltimore County, Maryland, if approval by Baltimore County is required.

(b) Notwithstanding anything in this Declaration to the contrary, the Declarant, its successors and assigns, shall have the absolute right to amend, modify or revoke in whole or in part, this Declaration without approval of any other person, firm, corporation or governmental entity except for County requirements of Baltimore County, Maryland, from the date of recordation of this Declaration until the date of transfer of the first Lot in Greene Tree to a purchaser of value.

2. Incorporation by Reference on Resale. In the event any Owner other than the Developer, sells or otherwise transfers his Lot, any Deed or other instrument purporting

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to effect such transfer shall contain a provision incorporating by reference the covenants, restrictions, easements, charges and liens set forth in this Declaration.

3. Notices. Any notice required to be sent to any member under the provisions of this Declaration, and any amendments hereto, shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as a member on the records of the Association at the time of mailing.

4. Enforcement. These covenants, conditions and restrictions may be enforced by the Association or any Owner. Enforcement of these covenants, conditions and restrictions shall be by any proceeding against any person or persons violating or attempting to violate any covenant, condition or restriction either to restrain or enjoin the violation or to recover damages, and against the land to enforce any lien created by these covenants, conditions and restrictions. The failure or forbearance by the Association or any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within covenants, conditions and restrictions cannot be adequately remedied by action at law or by recovery of damages. All Owners shall strictly observe all State, County and local laws and ordinances applicable to their Lot notwithstanding anything in this Declaration to the contrary, whether expressed or implied.

5. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any common area by any public or municipal agency, authority or utility.

6. Severability. Invalidity of any one of these covenants, conditions or restrictions by judgement, decree or other order shall in no way affect any other provision hereof, which shall remain in full force and effect.

7. Governmental Lenders Approval. So long as there is any Class B Membership of this Association outstanding and any mortgage or deed of trust secured by any Lot

which is part of Greene Tree, or any loan, bond, note or other obligatory writing secured thereby, is then insured by the Federal Housing Administration (FHA), or guaranteed by the Veterans Administration (VA), or held by the Federal National Mortgage Association (FNMA) or the Federal Home Loan Mortgage Corporation (FHLMC), the following actions shall require the prior written approval of the Federal Housing Administration and/or the Veterans Administration and/or FNMA or FHLMC:

- (a) Any merger or consolidation of this Association with another or any sale, lease, exchange or other transfer of all or substantially all of the assets of this Association to another; and
- (b) Any sale, transfer, mortgage, assignment or dedication of any of the common area; and
- (c) Any amendment to this Declaration or the dissolution of this Association.

ARTICLE X

ADDITIONS AND ANNEXATIONS

So long as there is a Class B member of the Association, additional property, more particularly described in Addendum "B" may be annexed to Greene Tree without the assent of Class A members of the Association. Thereafter, any additional property may be annexed only with the consent of two-thirds (2/3rds) of each Class of members. Any additional property so annexed, however, must be adjacent to Greene Tree. The scheme of the within covenants and restrictions shall not, however, extend to include such additional property unless and until the same is annexed to the real property described in Addenda "A" and/or "B" hereof. Any annexations made shall be made by recording a Supplemental Declaration of Covenants, Conditions and Restrictions among the Land Records of Baltimore County, Maryland, which Supplemental Declaration may, but shall not be required to extend the scheme of the

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within covenants and restrictions to such annexed property. Such Supplemental Declaration may contain such complementary additions and modifications to the covenants and restrictions set forth in this Declaration as may be necessary to reflect the different character or use, if any, of such annexed property as complies with the Baltimore County Zoning Regulations.

GREENEBAUM AND ROSE INVESTMENTS, a Maryland General Partnership, joins in the execution of the within Declaration as the Contract Purchasers of the property subjected to the terms of the within Declaration.

WITNESS:

GREENEBAUM AND ROSE INVESTMENTS

Cindy L. Arnold

By:

John W. Nairn

(SEAL)

WITNESS the hands and seals of John W. Nairn, Personal Representative of the Estate of L. LeRoy Tuerke, and William A. Tuerke, III and Eleanor S. Tuerke, the within Declarant.

WITNESS:

John W. Nairn

John W. Nairn (SEAL)
John W. Nairn, Personal Representative
of the Estate of L. LeRoy Tuerke

Cindy L. Arnold

William A. Tuerke, III (SEAL)
William A. Tuerke, III

Cindy L. Arnold

Eleanor S. Tuerke (SEAL)
Eleanor S. Tuerke

STATE OF MARYLAND, COUNTY OF BALTO. , to wit:

I HEREBY CERTIFY that on this 22nd day of Oct, 1984, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared

STEWART J. GREENEBAUM

**FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS RELATING TO GREENE TREE**

THIS FIRST AMENDED AND RESTATED DECLARATION dated

Dec. 19, 1985, by STEWART J. GREENEBAUM and
STEVEN S. KOREN, TRUSTEES (the "Declarant").

R E C I T A L S

A. The Declarant holds legal title to the Property located in the Third Election District of Baltimore County, Maryland as described in Paragraph 1(b) hereof.

B. By this First Amended and Restated Declaration of Covenants, Conditions and Restrictions relating to Greene Tree, the Declarant holding legal title in the Property does hereby amend and restate the Declaration of Covenants, Conditions and Restrictions dated October 22, 1984 concerning the Property recorded among the Land Records of Baltimore County at Liber 6825, Folio 622 (the "Prior Declaration"). In accordance with Article 1, Section 3 of the Prior Declaration, Greenebaum & Rose Investments has executed this Agreement to evidence that it has (i) conveyed or otherwise transferred all of its right, title and interest in the Property, or the last thereof, as an entirety, without reservation of any kind, and (ii) transferred, set over and assigned, as the named Declarant, all of its right, title and interest under the Prior Declaration or any amendment thereof, to the Declarant named in this Amended and Restated Declaration.

C. The Declarant desires to subject the Property, and the improvements located thereon, to the Covenants, Conditions and Restrictions set forth below which are for the purpose of protecting the value and desirability of the Property and the improvements thereon, and are for the purpose of distributing among the owners of the improvements the cost of

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maintaining and operating the Common Areas (as described below) located within the Property, and any improvements constructed thereon.

D. The Declarant does hereby declare that the Property shall be held, sold and conveyed subject to the Covenants, Conditions and Restrictions set forth below.

ARTICLE I

DEFINITIONS

(a) "Association" means the Greene Tree Homeowners' Association, Inc., its successors and assigns.

(b) "Board of Directors" means the Board of Directors of the Greene Tree Homeowners' Association, Inc., its successors and assigns.

(c) "Common Area" means those areas of land, which are not designated on any recorded plat of the Property as (i) a "Lot" or (ii) a numbered parcel, such Common Area intended to be owned by the Association and devoted to the common use and enjoyment of the Owners of the Lots, such Common Area to include the private roads and streets but not any roads dedicated to public use.

(d) "Declarant" means Stewart J. Greenbaum and Steven S. Koren, Trustees, their successors or assigns and any party to whom they shall convey or otherwise transfer all of the rights, title and interest in the Property then owned by them, and to whom they shall expressly transfer, and assign all of their rights, title and interest under this Declaration, or any amendment or modification thereof.

(e) "Lots" means (i) those areas of land designated on any recorded plat of the Property as "Lots" or as numbered parcels, (ii) those areas of land designated as Lots in any amendment or supplement hereto made pursuant to Article II

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hereof, and (iii) a condominium unit, if the Declarant so directs, if any portion of the Property is subjected to a condominium regime.

(f) "Owner" means the person, or legal entity, or the combination thereof, including contract sellers, holding the record fee simple or leasehold title for a term of more than ten (10) years to a Lot on the Property, as the Lot is now or may from time to time hereafter be created or established. If more than one person, or other legal entity or any combination thereof, holds the record title to any Lot, all of them shall be deemed a single record owner and shall be a single member of the Association by virtue of their ownership of the Lot. The term "Owner" shall not mean any contract purchaser, nor the owner of any redeemable ground rent reversion issuing out of any Lot, nor shall it include any mortgagee or other person or legal entity holding an interest in a Lot as security for the performance of an obligation.

(g) "Plats of Greene Tree" shall mean, refer to and include (i) that certain plat entitled Greene Tree, Section One, recorded among the Plat Records of Baltimore County at Liber _____, Folio _____ (ii) any recorded subdivision plat of any part of the land brought within the jurisdiction of this Declaration pursuant to Article II below, and (iii) any amendment to, or resubdivision of, any of the foregoing plats.

(h) "Property" means all of the land more fully described on Exhibit A hereto and such additional land as may be subjected to this Declaration under the provisions of Article II below.

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ARTICLE II

PROPERTY SUBJECT TO THIS
DECLARATION AND ADDITIONS THERETO

SECTION 1

All of the land described as the Property in Paragraph A of the Recitals to this Declaration shall be transferred, held, sold, conveyed, and occupied subject to this Declaration.

SECTION 2

Additional lands may be subjected to this Declaration in the following manner:

(a) The Declarant, their successors and assigns, shall have the right for fifteen (15) years from the date of this Declaration to bring within the operation and effect of this Declaration additional portions of the land described in Exhibit B hereto, and such other land as the Declarant may wish to bring within the operation and effect of this Declaration, provided such additional land is adjacent or in the immediate vicinity of the land described in Exhibit A and/or Exhibit B hereof. Land shall be considered adjacent or in the immediate vicinity of the land described in Exhibit A and/or Exhibit B hereof if separate from such land by public or private roads or other land which has been dedicated to Baltimore County (herein "Other Adjacent Land").

The additions authorized under this Section 2(a) shall be made by recording among the Land Records of Baltimore County a Supplement to this Declaration which need be executed only by the Declarant and the owner of such additional land if the Declarant is not the Owner thereof, which shall describe the additional land and state that it is subject to this Declaration. The additions authorized by this Section 2(a) shall not require the approval of the Association.

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(b) Any Supplement to this Declaration may contain such complementary additions and modifications of the Covenants, Conditions and Restrictions contained herein as may be necessary to reflect the different character, if any, of the added property, provided they are not inconsistent with this Declaration. In no event, however, shall the Supplement to this Declaration revoke, modify or add to the Covenants, Conditions and Restrictions established by this Declaration insofar as they pertain to the Property as the same exists prior to the Supplement.

ARTICLE III

MEMBERSHIP AND VOTING
RIGHTS IN THE ASSOCIATION

SECTION 1

The Greens Tree Homeowners' Association, Inc., is a non-profit membership corporation charged with the duties and invested with the powers as set forth herein. It was created by Articles of Incorporation which were recorded with the Maryland State Department of Assessments and Taxation and its affairs shall be governed by its Articles and Bylaws and this Declaration.

SECTION 2

Every Owner of a Lot shall be a Class A member of the Association. Class A membership shall be appurtenant to and may not be separated from the ownership of the Lot.

SECTION 3

The Association shall have two classes of voting membership:

Class A. Except for the Declarant (which shall initially be a Class B member), the Class A members shall be all of the Owners of the Lots. Each Class A member shall be

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entitled to one vote per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association. The vote of any Class A member comprised of two or more persons, or other legal entities, or any other combination thereof, shall be cast in the manner provided for in the Articles of Incorporation and Bylaws of the Association, or as the several constituents may determine, but in no event shall all such constituents cast more than one vote per Lot for each Lot owned by them.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to 250 votes in all proceedings in which action shall be taken by members of the Association.

The Class B membership in the Association shall cease and be converted to Class A membership in the Association on the earlier of (a) December 31, 1995, or (b) the date on which the owners of at least 90% of the Lots then subject to the terms and conditions of this Declaration have been issued certificates of occupancy from Baltimore County for the improvements constructed on the Lots.

At all meetings of the Association, each Owner and the Declarant may vote in person or by proxy. All proxies shall be in writing and filed with the secretary of the Association. Each proxy shall be revocable and shall automatically cease upon conveyance by the Owner of its Lot.

ARTICLE IV

COMMON AREA

SECTION 1

The Declarant shall grant and convey to the Association, and the latter shall take and accept from the Declarant, the Common Areas, as shown on any portion of the

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Plats of Greene Tree, not later than the seventh anniversary of the date of this Declaration.

The Association shall hold the Common Areas conveyed to it subject to the following:

(a) The reservation to the Declarant, its successors and assigns, of an easement over any road shown on the Plats of Greene Tree, such easement for the purpose of ingress and egress and the installation and maintenance of public and private utilities to serve the Property described in Exhibit B hereto or the Other Adjacent Land.

(b) The reservation to the Declarant, its successors and assigns, of the right to lay, install, construct and maintain, on, over, under or in those strips across land designated on the Plats of Greene Tree or other recorded documents, as "Drainage and Utility Easement," "Sewer Easement," "Drainage and Sewer Easement," "Open Space," and "Area Reserved for Future Road," or otherwise designated as an easement area, and on, over, under, or in any portion of any Common Area, pipes, drains, mains, conduits, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed necessary or advisable by Declarant to provide adequate service to any lot now or hereafter laid out or established on the Property, or on the area in which the same is located, or the Property described in Exhibit B hereto or the Other Adjacent Land, together with the right and privilege of entering upon the Common Area for such purposes and making openings and excavations therein which openings and excavations shall be restored in a reasonable period of time.

(c) The reservation to the Declarant, its successors and assigns, of the right to enter upon any Common

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Area, whether or not conveyed to the Association, for the purpose of construction or completing the construction of improvements and the landscaping of the Common Area.

(d) The reservation to the Declarant, its successors and assigns, of easements for the purpose of proper surface water drainage, for the installation and maintenance of sanitary and storm water sewers, lines for water and other utilities, and for such alterations of the contour of the land as may be necessary or desirable to affect surface drainage of the right to continue to use and maintain any storm water management ponds and any sediment control ponds or facilities located on any Common Area conveyed to the Association.

(e) The reservation to the Declarant, its successors and assigns, of the right to use and connect with the utilities and other services, including the sanitary and sewer systems, electric, telephone, cable television, serving the Property, for the use of the Property described in Exhibit B hereto or Other Adjacent Land.

SECTION 2

The Common Areas shall be deemed property and facilities for the use, benefit and enjoyment, in common, of each Owner. Except as otherwise permitted by the provisions of this Declaration, no structure or improvements, of any kind shall be erected, placed or maintained on any Common Area except: (i) structures or improvements, designed exclusively for the use of the Owners, including, but not limited to benches, chairs or other seating facilities, fences and walls, walkways, roadways, gazehouse, swimming pool, tennis court(s) and pumping station(s), and (ii) drainage, storm water and utility systems and structures. The Common Areas may be graded, and trees, shrubs or other plants may be placed and maintained thereon for the

use, comfort and enjoyment of the Owners, or the establishment, retention or preservation of the natural growth or topography of the Common Areas, or for aesthetic reasons.

SECTION 3

No noxious or offensive activity shall be carried on upon any Common Area nor shall anything be done thereon which will become an annoyance or nuisance to the neighborhood.

SECTION 4

The Association shall improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore and maintain the Common Areas, including, by way of example, each street, roadway, sidewalk and parking area, and all trees, shrubbery, and other plants and landscaping together with any items of personal property placed or installed thereon, all at its own cost and expense.

SECTION 5

The right of each Owner to use the Common Areas shall be subject to the terms, conditions, and provisions set forth in this Declaration, and to any rule or regulation now or hereafter adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas. All such terms, conditions, provisions, rules and regulations shall inure to the benefit of and be enforceable by the Association and the Declarant, or either of them, their respective successors and assigns, against any Owner, or any other person, violating or attempting to violate the same, either by an action at law for damages or a suit in equity to enjoin a breach or violation, or to enforce performance of any term, condition, provision, rule or regulation. The Association and the Declarant shall each have the right, summarily, to abate and remove any breach or violation by any Owner at the cost and expense of the Owner.

ARTICLE VPROPERTY RIGHTS IN THE COMMON AREASSECTION 1

The Declarant shall hold, and hereafter grant and convey the Lots, subject to the covenants, conditions and restrictions herein set forth, which are imposed upon the Lots for the benefit of the Declarant, the Association and the Owners, and their respective personal representatives, successors and assigns, to the end and intent that each Owner holds his Lot subject to the following:

Each Owner, in common with all other Owners, shall have the right and privilege to use and enjoy the Common Areas for the purposes for which the same was designed. This right and privilege, which shall be appurtenant to and pass with the title to the Lot and shall include the right to the use and enjoyment of all Common Areas, subject, however, to the right of the Association, after ten (10) days prior written notice to the Owner, to charge reasonable admission and other fees for use of facilities within the Common Areas and to the right of the Association to suspend the voting rights and rights to use the Common Areas by a Owner for any period in which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of published rules and regulations of the Association or this Declaration.

SECTION 2

Any Owner may delegate, in accordance with the By-laws of the Association, his right to the use and enjoyment of the Common Areas, and any facilities thereon, to the members of his family, his tenants, or to contract purchasers each of which must reside on his Lot.

SECTION 3

Each Owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Areas, as such rules, regulations and restrictions are from time to time adopted by the Board of Directors for the safety, care, maintenance, good order and cleanliness of the Common Area. Each Owner shall comply with the covenants, agreements and restrictions imposed by this Declaration on the use and enjoyment of the Common Area. Each Owner shall avoid any damage to the Common Areas and shall be responsible to repair or replace any damage or injury to the Common Areas, caused by him, occupancy of the Owner's Lot or the Owner's tenants or guests. Nothing shall be done or kept in the Common Areas which will increase the rate of insurance on any of the Common Areas, without the prior written consent of the Board of Directors.

SECTION 4

The rights, privileges and easements of the Owners are at all times subject to the right of the Association or the Declarant to dedicate or transfer all or any part of any Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Association; provided, however, that no such dedication or transfer shall be effective unless approved by a majority of the total votes of the members of the Association and the same shall have been consented to by the agency, authority or utility accepting the dedication or transfer.

ARTICLE VICOVENANT FOR ASSESSMENT AND OBLIGATION TO REPAIRSECTION 1

The Declarant, for each Lot owned by it, and each Owner, by acceptance of a deed hereafter conveying any such Lot

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to him, whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association (i) annual assessments or charges (ii) special assessments or charges, such annual and special assessments and charges to be established and collected as hereinafter provided. The annual and special assessments or charges together with interest at the rate of eighteen percent (18%) per annum from the date when such assessment or charge became due, and the costs of collection thereof and reasonable attorney's fees shall be a charge on, and continuing lien upon each Lot against which an assessment is made. Each assessment or charge, together with interest at the rate of eighteen percent (18%) per annum, and costs and reasonable attorney's fees incurred or expended by the Association in the collection thereof, shall also be the personal obligation of the Owner of the Lot at the time when the assessment fell due or was payable. The personal obligation for any delinquent assessment or charge, together with interest, costs and reasonable attorney's fees, however, shall not pass to the Owner's successors in title, unless expressly assumed by them.

SECTION 2

The assessments and charges levied by the Association shall be used exclusively for promoting the recreation, health, safety, and welfare of the residents of the Property, and in particular for the improvement, operation and maintenance of the Common Areas, including, but not limited to, the payment of taxes (except to the extent that proportionate shares of such public charges and assessments on the Common Areas may be levied against all Lots on the Property by the tax collecting authority so that the same is payable directly by the Owners thereof, in the same manner as real property taxes assessed or

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Assessable against the Lots) and insurance thereon. The Association shall also (i) maintain and/or provide for the landscaping of the yards of the Lots on which structures, designed or arranged for use and occupancy as single family residences ("Dwelling Units") have been constructed, and (ii) maintain, paint, replace and repair the exterior surfaces, excluding glass, of all Dwelling Units constructed on the Lots.

SECTION 3

The Board of Directors may fix the annual assessment or charges which shall be assessed against all Owners at a uniform rate for each Lot on which a Dwelling Unit has been completed. Such annual assessment shall be payable to the Association in twelve (12) equal monthly installments on the first day of each month during each fiscal year or, if the Board of Directors so directs, in four (4) equal quarterly installments. On or before the due date of the first monthly installment, the Board of Directors shall prepare and deliver or mail to each Owner a statement showing the amount thereof and the amount of any subsequently accruing monthly payments for such fiscal year; omission of notice of such installment shall not relieve such Owner from his obligation to pay such monthly installments promptly when and as they become due and payable. The failure of the Board of Directors to make an annual assessment at the beginning of any fiscal year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owners from the obligation to pay the annual assessment, or any installment thereof for any such year, and the annual assessment fixed for the preceding fiscal year shall continue until a new annual assessment is fixed. The Owner of any Lot on which the construction of a Dwelling Unit is completed during a fiscal year

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of the Association shall be obligated to pay monthly installments commencing with the calendar month next following such completion. The receipt of a Certificate of Occupancy shall be conclusive proof of the completion of such construction.

SECTION 4

If at any time during any fiscal year the annual assessment in the opinion of the Board of Directors appear to be inadequate for any reason, including, without limiting the generality of the foregoing, non-payment of all or any part of any assessments by any Owner, increased operating or maintenance costs, emergencies, insufficient insurance proceeds to restore casualty losses to the Common Areas, or the making of any expenditures or the incurring of any debt to construct capital improvements, then the Board of Directors may impose an additional or special assessment in the amount of such actual or estimated deficiency or expenditure, respectively, allocable to such fiscal year. Subject to the following sentence, each additional or special assessment shall be apportioned among all Owners in the same proportion as the annual assessment and shall be payable in such installments as the Board of Directors shall determine. Notwithstanding anything herein contained, Board of Directors, in its discretion, may authorize, and levy future additional or special assessments for the landscaping of any Lot or Lots, and for the exterior maintenance, painting, replacement and/or repair of any Dwelling Unit or group of Dwelling Units among just the Owner or Owners of such Lot(s) and/or Dwelling Unit(s) or group(s) of Lots and/or Dwelling Units being so landscaped, maintained, painted, replaced and/or repaired and not among all Owners. The due date under any additional or special assessment shall be fixed in the resolution authorizing such additional or special assessment.

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SECTION 5

The Board of Directors may establish appropriate reserves for depreciation, replacements, retirements and renewals of all capital improvements owned by the Association and may, for each fiscal year of the Association, determine an appropriate amount to be contributed to such reserves.

SECTION 6

The Board of Directors shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of the due date for the payment thereof and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

If the assessment is not paid on the due date, the assessment shall be delinquent and shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may seek to impose a lien against the Lot pursuant to the provisions of applicable law, and there shall be added to the amount of such assessment the reasonable costs of preparing and filing the action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the Court together with the costs of the action. Each Owner of a Lot shall by accepting title thereto be deemed to have assented to the passage of a decree for the foreclosure of any lien upon his Lot which results from his failure to pay an assessment on the due date thereof.

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SECTION V

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages hereafter placed upon the Lot subject to assessment; provided, however, that the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall only extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

ARTICLE VII

COVENANTS, CONDITIONS AND RESTRICTIONS

1. The Lots and any building or structure now or hereafter erected on a Lot shall be used for residential purposes only, except for real estate sales, management and construction offices may, with the prior written consent of the Declarant, be erected, maintained and operated on any Lot or in any building or structure now or hereafter erected on any Lot, provided such offices are used solely in connection with the development of the Property or the construction of improvements on the Property, or the management, rental or sale of any part of the Property, or of improvements now or hereafter erected thereon.
2. No building, fence, hedge, landscaping, privacy enclosure wall, retaining wall, driveway, sign, tank, hot tub, greenhouse, free-standing mailbox, exterior newspaper tubes, gazebo, or structure of any kind (collectively called

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"Structures") shall be commenced, erected or maintained on a Lot, nor shall any addition to (including awnings) or change or alteration therein (including alterations in exterior color or design) be made, until the plans and specifications, in duplicate, showing the nature, kind, shape, height, materials, color, locations and approximate cost of the Structure, addition or alteration shall have been submitted to and approved in writing by the Architectural Review Committee described in Article IX hereof. The Architectural Review Committee shall consider applications for approval of plans, specifications, etc., upon the basis of conformity with this Declaration and shall be guided by the extent to which the proposed Structure, addition or alteration will insure conformity and harmony in exterior design and appearance, based upon, among other things, the following factors: the quality of workmanship; nature and durability of materials; harmony of external design with existing Structures; choice of colors; changes in topography, grade elevations and/or drainage; factors of public health and safety; the effect the proposed Structure, addition or alteration on the use, enjoyment and value of other neighboring properties, and/or on the outlook or view from adjacent or neighboring properties; and the suitability of the proposed Structure, addition or alteration taking into account the general aesthetic values of the surrounding area.

3. No Structure shall be erected, placed, altered or permitted to remain on any portion of the Property nearer to any street than the minimum building setback line established by applicable zoning regulation or ordinance. Perimeter fences for Lots, where approved by the Architectural Review Committee, shall not exceed six (6) feet in height and shall not impede surface drainage.

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4. No animals may be kept, maintained, or bred on any lot or in any dwelling houses or structure erected thereon, except that no more than two dogs, cats, or similar domestic household pets may be kept on a lot provided they are not kept, bred or maintained for any commercial purpose and provided further that they are kept in such a manner as to avoid becoming a nuisance to neighbors or adjoining property owners. No animal shall be permitted outside of the dwelling of the Owner unless the animal is under the control of a responsible person and is restrained by means of a leash or similar controlling device. No structure for the use of any animal shall be kept to as to be visible from any street or lot. No household pet shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. Upon request of any Owner, the Board of Directors shall determine, in its sole discretion, whether for the purpose of this Paragraph, a particular animal shall be considered a "similar domestic household pet," or a nuisance. Owners shall promptly clean all litter deposited on any lot or Common Area by their household pets.

5. No nuisance shall be maintained, allowed or permitted on any part of any lot or Common Area, and no use thereof shall be made or permitted which may be noxious or detrimental to health, nor shall anything be done thereon which may be or become an annoyance to the neighborhood or other Owners.

6. No Structure other than a dwelling house, and no trailer, tent, shack, garage, or other outbuilding on any lot shall be used at any time as a residence, either temporarily or permanently. No boats, trailers, recreational vehicles, trucks or inoperative vehicle of any kind shall be regularly parked or stored on any street, or on any lot, or in a garage, nor shall

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the repair or extraordinary maintenance of automobiles or other vehicles, be carried out thereon. No commercial vehicles shall be parked on any street or lot longer than is reasonably necessary for the driver thereof to perform the business functions to which the commercial vehicle relates. For the purposes hereof, an automobile shall be deemed inoperable unless it contains all parts and equipment, including properly inflated tires, in such good condition and repair as may be necessary for any person to drive the same on a public highway.

7. Except for such signs as may be posted by the Declarant, its successors and assigns, for promotional purposes and signs of a directional nature, no advertising or display signs of any character shall be placed or maintained on any part of any lot or on any structure except with the written consent of the Board of Directors.

8. No outside television or radio aerial antenna, or any satellite receiving dish or other outside receiving dish for reception or transmission, or exterior alarm or bell or other signing devices shall be erected, installed or maintained on any lot, or on any structures thereon without the prior written consent of the Board.

9. No exterior clothes lines may be erected, installed or maintained on any lot, or on any structure thereon, and there shall be no outside drying or laundering of clothes. Without the approval of the Board of Directors, no furniture, materials, equipment or items of any nature should be stored or kept on any entryway, patio, balcony or yard of a lot except customary lawn furniture and/or barbecue grills which may be kept or stored only in the rear yard of a lot.

10. An Owner shall be entitled to rent his lot to a single family, provided that the term of any such lease shall

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be not less than one (1) year in duration. If any Owner shall lease his Lot, such lease shall first be submitted to the Board of Directors for its approval. The Board of Directors shall approve or disapprove of any lease solely on the basis of whether such lease contains covenants obligating the Owner's tenant to observe all rules and regulations of the Board of Directors and all restrictions and conditions imposed by this Declaration and the By-laws of the Association. If the Owner fails to provide these documents to Owner's tenant, the Board of Directors may do so, billing the reasonable cost of same to the Owner. The Board of Directors shall have no right to disapprove a lease except as above provided. If the Owner fails to comply with this Section, such failure to comply shall be a violation hereof and enforceable at law or equity by the Board of Directors. The Board of Directors may adopt a "form" lease for the use of the Owners.

11. No Owner shall remove, alter, injure or interfere in any way with any tree or shrub on the property without the written consent of the Architectural Review Committee having first been obtained.

12. All garbage and trash shall be placed and kept in covered containers of a type and style which shall be approved by the Architectural Review Committee and shall comply with the requirements of Baltimore County. In no event shall such containers be maintained so as to be visible from neighboring property except to make the same available for collection and then only for the shortest time reasonably necessary to effect such collection. Firewood shall be stored only in areas designated by the Architectural Review Committee.

13. No exterior incinerators shall be permitted on any Lot nor shall any Owner permit any outdoor fires on its Lot

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or in a Common Area except barbecue fires contained within receptacles designed for such purpose in the rear of the Lot.

14. No exterior newspaper tubes or freestanding mailboxes shall be installed on any Lots except as may be approved by the ARC.

15. Each Owner shall keep his garage areas in a neat, orderly condition with all storage areas completely enclosed. Garages shall be used only for the parking of operative motor vehicles. The garage door shall be kept shut except when opened for temporary ingress and egress.

16. No Lot shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind.

17. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use or maintenance of a private residence and except such machinery and equipment as is used during the construction of such residence or improvements thereto and all such machinery and equipment shall be removed immediately after the completion of such construction.

18. No Owner shall permit any thing or condition to exist upon his Lot which shall induce, breed, or harbor infectious plant diseases or noxious insects, including, without limiting the generality of the foregoing, any standing water, puddles or containers of water which may harbor mosquito larvae.

19. No Lot shall be further subdivided. In the event two or more Lots acquired directly from the Declarant by the same person are improved by a single dwelling unit, the Owner shall not have the right to construct another dwelling unit thereon and shall not convey less than all of such combined

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Lots to any purchaser, unless the right to dispose of said Lots individually is expressly reserved in the original deed of said Lots by the Declarant, its successors and assigns, to an Owner. No easement or other interest in a Lot shall be granted by an Owner without the prior written approval of the Board of Directors. Any grant prohibited by this Section 19 is void.

20. No items or materials shall be hung nor any rugs or other materials shaken over any exterior railing, or on the outside of any exterior window without the written approval of the Board of Directors.

21. Between 11:00 p.m. and 9:00 a.m., no Owner shall make any loud or unusual noises. Musical instruments, radios, televisions, record players, phonographs, Hi-Fi sets and amplifiers shall be used in such manner as not to disturb other Owners.

22. There shall be no violation of any rules and regulations, whether for the use of the Common Areas or for the governance of the Association, which may from time to time be adopted by the Association or its Board of Directors.

23. No Structure or any Lot shall be permitted to fall into disrepair. Each such Structure shall at all times be kept in good condition and repair. No Owner shall do any work that will impair the structural soundness of any Structure or the safety of the Property. If any Structure on a Lot is damaged or destroyed by fire or any other calamity, such Owner shall promptly rebuild or repair the damage.

24. After reasonable notice, and during reasonable hours, the Declarant or any member of the Board of Directors, or any authorized representative of any of them, shall have the right to enter upon and inspect any Structure, or Lot for the purpose of ascertaining whether or not the provisions of the

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Declaration have been or are being complied with or to effectuate any repairs, maintenance or other obligations which is the obligation of the Association hereunder, and such persons shall not be deemed guilty of trespass by reason of such entry. In addition, the Declarant, any member of the Board of Directors, or any authorized representative of any of them, specifically including contractors, subcontractors, employees and agents employed to maintain, paint, replace or repair the exterior of the Structures, shall have the right, after reasonable notice, to enter upon the Lot, and to enter the Structure, for the purpose of undertaking all acts the Board of Directors deem appropriate for maintaining, painting, replacing, and repairing the exterior of the Structure.

25. No holiday or seasonal decorations shall be placed on any Structure or Lot for more than two weeks without the approval of the Board of Directors or the Architectural Review Committee.

26. Areas designated for parking motor vehicles outside of the Owner's Lot are Common Areas. The Board of Directors may make such rules, regulations and restrictions for use of the parking areas as it considers appropriate, and may designate and redesignate assigned parking area(s) for each Lot.

27. The Owner of each Lot shall place appropriate and customary interior window coverings and shall remove inappropriate interior window coverings from each window visible from outside of such Owner's Lot.

28. Covenants, Conditions and Restrictions numbered 1 through 27 above (the Covenants) shall be enforceable by the Association, by the Declarant and by the Owners until the fortieth anniversary of the date of this Declaration and thereafter for successive ten year periods unless, prior to the

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expiration of the then current term, a written instrument shall be executed by the then owners of seventy-five percent of the Lots which are then subject to the Declaration, and be recorded among the Land Records of Baltimore County, stating that the Covenants shall expire at the end of the then current term. All or any part of the rights and powers (including discretionary powers and rights) reserved by or conferred upon the Declarant by this Declaration may be assigned or transferred by the Declarant to any successor developer of all or any part of the Property, or to any community, association or architectural committee composed of residents of the Property which agrees to accept them. Any such assignment or transfer shall be evidenced by an appropriate instrument recorded among the Land Records of Baltimore County, and upon recordation thereof, the grantee or grantees of such rights and powers shall thereafter have the right to exercise and perform all of the rights and powers reserved by or conferred upon the Declarant by this Declaration.

29. Enforcement of the Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages.

ARTICLE VIII

RESERVED EASEMENTS

1. Easements for the installation and maintenance of utilities and drainage facilities are hereby reserved by the Declarant over the front, side, and rear ten feet of each Lot for the installation and maintenance of utilities, storm water sewers and surface drains and all other services deemed necessary or advisable by Declarant. No structure, planting or other material shall be placed or permitted to remain within

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these easements or within any utility or similar easements shown on any Plats of Greene Tree, 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 channels in the easements. The easement area of each Lot shall be maintained continuously by the Association, except for those improvements whose maintenance is the responsibility of a governmental body or agency or a public authority or utility company. No conveyance by the Declarant of any Lot, or of any interest therein, shall be deemed to be, or construed as, a conveyance or release of these easements, or any of them, even though the conveyance purports to convey the Lot in fee simple, or by other language purports to convey the Declarant's entire interest therein, but such effect shall only arise if the conveyance specifically recites it to be the intention of the Declarant to thereby convey or release the easements.

2. The Declarant further reserves to itself, its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body or municipalities to install and maintain pipeline, underground or above ground lines, with the appurtenances necessary thereto for public utilities, or quasi-public utilities or to grant such other licenses or permits as the Declarant may deem necessary for the improvement of the Property or other nearby real property in, over, through, upon and across any and all of the streets, avenues, roads, courts and open spaces, and in, over, through, upon and across each and every Lot in the easement area reserved in this Article or as shown on the Plats of Greene Tree. The Declarant further reserves to itself, its

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successors and assigns, the right to dedicate some or all of the streets, avenues, roads, courts, open spaces and easements to public use. No street, avenue, road, court, open space or easement shall be laid out or constructed through or across any Lot, except as set forth in this Declaration, or as laid down and shown on the Plats of Greene Tree, without the prior written approval of the Declarant.

3. Each Owner shall have an easement over the Lot or Lots which are adjacent to the Lot owned by the Owner, and over the Common Area for the purpose and use of allowing a portion of the roof of the structure on the Lot to overhang over such adjacent Lot(s), and to allow for the maintenance and repair of such overhang.

4. There shall be and is hereby reserved to the Declarant, the Association, their successors and assigns, a perpetual and nonexclusive easement to install a post lamp on any Lot at any time, such easement to include, but not be limited to, the right to install, relocate and maintain all underground wire and/or leads into any Dwelling Unit situate on a Lot within the Property.

5. Each Lot shall be subject to easements to the benefit of the Owners of the adjoining and abutting lots and dwellings for the unobstructed and uninterrupted use of any and all pipes, ducts, flues, chutes, conduits, cables, wire outlets and utility lines of any kind, nature and description; to easements for lateral support of adjoining and abutting dwellings; and to easement for the streets and walkways serving adjoining and abutting dwellings. The Declarant specifically reserves unto itself and the Association, its agents and employees, the right at any time to enter upon any Lot for the purpose of regrading the Lot and for the installation of drainage pipes,

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swales or other means of control for surface water control, or for the purposes of complying with any requirements imposed by Baltimore County, Maryland and any other governmental authority, or for the purposes of performing any act of maintenance, painting, replacement and/or repair for which the Association is responsible pursuant to this Declaration. The rights of the Declarant and the Association to regrade shall include the right to regrade for any purpose, including aesthetic value of any Lot or Lots in Greens Tree.

ARTICLE IX

ARCHITECTURAL REVIEW

SECTION 1

No fence, wall, sign, regrading, path, parking area, stairs, decks, hedges, windbreaks, landscaping, plantings, planted trees and shrubs, poles, recreational facilities, outside lighting, driveway, curbing, walkway, building, outbuilding or other structure, facility or improvement of any kind (hereafter "Improvements"), shall be commenced, erected or maintained on any Lot nor shall the exterior appearance of any Improvement be changed or altered nor shall the natural state of any area of any Lot be disturbed or altered (hereafter "Alterations") nor shall any work be commenced or performed which may result in a change of the exterior appearance of an Improvement or Alteration, until the plans and specifications, in duplicate, showing the nature, kind, shape dimensions, material, floor plans, color scheme, location, exterior plans and details, driveway plans and location, landscaping details showing locations of any area to be cultivated into gardens or lawns, proposed topographical changes, together with the estimated costs of said Improvement or Alteration and the Owner's proposed construction schedule, and together with a designation

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of the party or parties to perform the work in said Improvement or Alteration, have been submitted to and approved in writing by the Architectural Review Committee, its successors or assigns.

SECTION 2

The Architectural Review Committee shall consider applications for approval of plans, specifications, etc., upon the basis of conformity and harmony in exterior design and appearance, based upon, among other things, the following factors: the quality of workmanship; nature and durability of materials; harmony of external design with existing structures; choice of colors; changes in topography, grade elevations and/or drainage; the ability of the party or parties designated by the Owner to complete the Improvements or Alterations proposed in accordance with this Declaration, including, without limiting the foregoing, such factors as background, experience, skill, quality of workmanship, financial ability, etc.; factors of public health and safety; the effect the proposed Improvements or Alterations on the use, enjoyment and value of other neighboring properties, and/or the outlook or view of other neighboring properties; and the suitability of the proposed Improvements or Alterations with the general aesthetic values of the surrounding area.

SECTION 3

The Architectural Review Committee shall initially be composed of Stewart J. Greenebaum, Steven S. Koren and Bernard Robbins who shall have all of the rights, powers and duties granted to it pursuant to the within Declaration. At any time after the expiration of the earlier of (a) December 31, 1995, or (b) the date on which the owners of at least 90% of the Lots then subject to the terms and conditions of this Declaration

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have been issued certificates of occupancy from Baltimore County for the improvements constructed on the Lots, the Board of Directors of the Association shall have the power, by a duly executed and recorded instrument, to appoint new members to, or otherwise change the membership of the Architectural Review Committee, so long as the Architectural Review Committee shall be at all times composed of three members. In the event of the death or resignation during said ten (10) year period, the Declarant shall have the sole right and authority to appoint a successor by a duly executed and recorded instrument, designating the name and address of such successor. All questions shall be decided by a majority of the members of the Architectural Review Committee, and such majority shall be necessary and sufficient to act in each instance on all matters. Each member of the Architectural Review Committee, now or hereafter appointed, shall act without compensation for services performed pursuant to this Article.

SECTION 4

The provisions of this Article 9 shall not apply to any Improvements in the Property made by the Declarant, Greens Tree Development Company or Greens Tree Associates.

ARTICLE X

GENERAL PROVISIONS

SECTION 1

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

SECTION 2

Subject to the terms of Section 28 of Article VII hereof and except where permanent easements or other permanent rights or interest are herein created, the Covenants,

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Conditions and Restrictions of this Declaration shall run with and bind the Property, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first forty (40) year period by an instrument signed just by the Declarant for as long as the Declarant is the Class B member, and thereafter by the Owners of not less than ninety percent (90%) of the Lots. After the first forty years, this Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. At any time, this Declaration may be amended by an instrument signed by the then President of the Board of Directors which contains the certification of the President that the above-referenced percentage of Owners have approved such amendment. Any amendment must be recorded among the Land Records of Baltimore County. No such agreement to change the Covenants, Conditions, and Restrictions shall be effective with respect to any permanent easements or other permanent easements or other permanent rights or interest relating to the Common Area unless approved by the Declarant, its successors and assigns. Notwithstanding anything in this Declaration to the contrary, the Declarant, its successors and assigns, shall have the absolute right to amend, modify, or revoke in whole or in part, this Declaration without approval of any other person, firm, corporation or governmental entity except for County requirements of Baltimore County, Maryland, from the date of recordation of this Declaration until the date of transfer of the first Lot with a completed Dwelling Unit to a purchaser for value.

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SECTION 3

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

SECTION 4

Each wall which is built as part of the original construction of the Dwelling Units upon the Lots within the Property and placed on the dividing line between the Lots or Dwelling Units shall constitute a party wall, and to the extent not inconsistent with other provisions hereof, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of

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the wall in proportion to such use. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. Notwithstanding any other provision hereof, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements, except where such wall was so designated and erected, shall bear the whole cost of furnishing the necessary protection against such elements. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title. If any portion of a party wall shall encroach upon an adjoining Lot, by reason of settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same as long as the Dwelling Unit stands, shall exist.

SECTION 3

(a) If there are additional Homeowners' Associations or Council of Unit Owners or the like (Associations) created on land subjected to this Declaration, the Declarant, for itself, its successors and assigns, hereby declares that each member in such Association or Associations shall have a perpetual easement in the Common Area of this Association, and the members of this Association shall have a perpetual easement in the Common Area of such other Association or Associations for the following purposes:

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(i) To maintain, use, repair and replace all existing private or public storm sewage, sanitary sewage and water distribution systems, private streets, utilities and the like used by members in the Associations to serve this Association and/or as ingress or egress to the Property; and

(ii) For the subterranean installation, maintenance and repair of any pipe, cable or other conduit of gasses, liquids or energy supplying water, sewage, telephone, radio, television, electricity, natural gas, heat or other similar services to the Association or Associations or member or members of the Association(s) subject, however, to the provisions that where the work to be done is not a repair or replacement of any then existing facility it shall be done only with the written permission of the members or the Directors of the Association involved, which permission shall not be unreasonably withheld;

(iii) In the event such work is done, the members or Directors of the Association may require that the work be done at the expense of the members or Association seeking to exercise the rights granted hereunder and subject to such other terms and conditions as are reasonable.

(b) If such additional Associations are created, the Declarant for itself, its successors and assigns, hereby declares that the members of such additional Associations shall have the right to use and enjoy, subject to this Declaration, the Articles of Incorporation, By-Laws and all rules and regulations of this Association, in common with each member in this Association, the Common Area of this Association, including, but not limited to, the utilities and their associated distribution systems, the private streets, swimming pool, bath house, tennis court, open space and other like facilities (herein

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"items of Common Use") and shall be obligated to pay an assessment therefore, levied on an annual basis. Such assessment shall be made a mandatory lien upon each member and Lot by an appropriate document recorded among the Land Records of Baltimore County, Maryland; said document shall provide not only for the assessment and lien thereof, but also for a method of collection and disbursement to this Association and shall include a provision for reserves or replacement of the Common Area aforementioned. The assessment so levied and collected shall be apportioned between this Association and any additional Association or Associations based upon the current budget of this Association for the items of Common Use revised to reflect the total usage and costs attributable to all Lots in all Associations. The apportionment formula shall pro rate the total of all items of Common Use between the Associations based on the number of Lots in each Association, as they may be constituted from time to time, divided by the total number of Lots in all Associations. The proportionate shares arrived at in the previous sentence shall be multiplied by the budget for the items of Common Use specified above (and any other items of Common Use as may later be agreed upon by the Associations) for each full fiscal year, Common Use or any fraction thereof, commencing with the recordation of the appropriate document creating such Association. Each additional Association shall remit its proportionate share to this Association on a monthly basis. For the limited purposes of this Section, whenever a right or benefit is reserved in the Declarant, the same shall inure to the benefit of the Declarant, its successors and assigns.

SECTION 6

Stewart J. Greenebaum and Steven S. Koren are executing this Declaration in their capacity as Trustees, and

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"Items of Common Use") and shall be obligated to pay an assessment therefore, levied on an annual basis. Such assessment shall be made a mandatory lien upon each member and Lot by an appropriate document recorded among the Land Records of Baltimore County, Maryland; said document shall provide not only for the assessment and lien thereof, but also for a method of collection and disbursement to this Association and shall include a provision for reserves or replacement of the Common Area aforementioned. The assessment so levied and collected shall be apportioned between this Association and any additional Association or Associations based upon the current budget of this Association for the items of Common Use revised to reflect the total usage and costs attributable to all Lots in all Associations. The apportionment formula shall prorate the total of all items of Common Use between the Associations based on the number of Lots in each Association, as they may be constituted from time to time, divided by the total number of Lots in all Associations. The proportionate shares arrived at in the previous sentence shall be multiplied by the budget for the items of Common Use specified above (and any other items of Common Use as may later be agreed upon by the Associations) for each full fiscal year, Common Use or any fraction thereof, commencing with the recordation of the appropriate document creating such Association. Each additional Association shall remit its proportionate share to this Association on a monthly basis. For the limited purposes of this Section, whenever a right or benefit is reserved in the Declarant, the same shall inure to the benefit of the Declarant, its successors and assigns.

SECTION 6

Stewart J. Greenebaum and Steven S. Koren are executing this Declaration in their capacity as Trustees, and

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not in their individual capacity. Neither Trustee shall be subject to any personal liability whatsoever, in tort, contract or otherwise, to any Owner or other entity in connection with the Property, or any aspects of this Declaration. All persons shall look solely to the assets of the trust for which Messrs. Greenebaum and Koren are trustees for satisfaction of claims of any nature arising in connection with the Property or with any aspect of this Declaration.

WITNESS the hands and seals of the parties hereto on the day hereinabove first written.

WITNESS:

TRUSTEES

Cindy L. Arnold

Stewart J. Greenebaum, Trustee (SEAL)

Cindy L. Arnold

Steven S. Koren, Trustee (SEAL)

WITNESS:

GREENEBAUM & ROSE INVESTMENTS

Cindy L. Arnold

By: Stewart J. Greenebaum (SEAL)

STATE OF MARYLAND

to wit:

County of BALTIMORE

I HEREBY CERTIFY that on this 19th day of Dec, 1985, before me, a Notary Public of the State of Maryland, personally appeared Stewart J. Greenebaum, Trustee, known to me (or satisfactorily proven) to be the person whose name is

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subscribed to the within Instrument, who acknowledged that he executed the same for the purpose therein contained.

WITNESS my hand and Notarial Seal.

Cindy L. Arnold
Notary Public

My Commission Expires: 12/18/85

STATE OF MARYLAND)
County OF BALTIMORE) to wit:

I HEREBY CERTIFY, that on this 19 day of Dec 1985, before me, a Notary Public of the State of Maryland, personally appeared Steven S. Koren, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument, who acknowledged that he executed the same for the purpose therein contained.

WITNESS my hand and Notarial Seal.

Cindy L. Arnold
Notary Public

My Commission Expires: 12/18/85

STATE OF MARYLAND)
Elton OF BALTIMORE) to wit:

I HEREBY CERTIFY that on this 29th day of Dec 1985, before me, a Notary Public of the State of Maryland personally appeared LEWIS GREENBAUM who acknowledged himself to be the General Partner of Greenebaum & Rose Investments, a Maryland general partnership, and that he, as such General Partner, being authorized so to do, executed the foregoing Declaration for the

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purposes therein contained by signing, in my presence, the name
of the Corporation by himself as General Partner.

WITNESS my hand and Notarial Seal.

Cindy P. Arvel
Notary Public

My Commission Expires: 7/1/2020



Exhibit A

Parcel 5

Beginning for the same at a point in or near the center of Hooks Lane, said point being the beginning of the 3rd line of deed dated May 27, 1975 and recorded among the land records of Baltimore County in Liber E.H.K. Jr. 5537 Folio 123; thence running with and binding on said 3rd line North $43^{\circ} 49' 05''$ West 31.43 feet to a point situated on the northerly most proposed right-of-way line of Hooks Lane as shown on Plat two of Greene Tree Section One and recorded among the land records of Baltimore County in Liber E.H.K. Jr. 52 Folio 43; thence leaving said 3rd line and running with and binding on said northerly right-of-way line North $48^{\circ} 07' 35''$ East 23.78 feet to a point; thence leaving said northerly most right-of-way line and running with and binding on the following 8 new lines of division being the westerly most right-of-way line of Greene Tree Road being 50.00 feet wide, North $02^{\circ} 58' 42''$ East 14.17 feet to a point; thence North $42^{\circ} 10' 14''$ West 125.55 feet to a point; thence with a curve to the right having a radius of 518.00 feet, an arc length of 508.17 feet and being subtended by a chord bearing and distance of North $13^{\circ} 06' 43''$ West 467.87 feet to a point; thence North $14^{\circ} 57' 13''$ East 258.91 feet to a point;

... having a radius of 978.88 feet, an arc length
 of 397.85 feet and being subtended by a chord bearing and distance of North 83°
 12' 13" East 395.07 feet to a point; thence North 89° 32' 47" West 275.46 feet
 to a point intersecting the 18th line of deed dated June 12, 1939 and recorded
 among the land records of Baltimore County in Liber C.W.B. Jr. 1268, Folio 81;
 thence running reversely with and binding on said 18th line North 89° 06' 32"
 East 112.42 feet to a point being the end of the 17th line of the above
 mentioned deed; thence running reversely with and binding on said 17th and 16th
 line North 72° 28' 11" East 1155.80 feet to an iron plate; thence running
 reversely with and binding on the 15th line of said deed and the 1st line of
 deed dated October 8, 1943 and recorded among the land records of Baltimore
 County in Liber R.J.S. 1314, Folio 72; North 78° 42' 58" East 834.38 feet to a
 point; thence leaving said 1st line and running with and binding on the
 following 2 lines of division of parcel shown as the Storm Water Management
 Area I on Plat Two of Greene Tree Section One and recorded among the land
 records of Baltimore County in Liber E.M.K. Jr. 52 Folio 43, South 12° 09' 10"
 West 178.28 feet to a point; thence South 72° 19' 32" West 232.84 feet to a
 point; thence running with 2 new lines of division South 23° 09' 00" East
 100.60 feet to a point; thence South 14° 00' 04" East 141.33 feet to a point
 being the northeasterly most corner of lot 52 as shown on Plat one of Greene
 Tree Section One and recorded among the land records of Baltimore County in
 Liber E.M.K. Jr. 52 Folio 42; thence running with and binding on the easterly
 most line as shown on said plat South 21° 30' 00" East 262.16 feet to a point
 intersecting the northerly most right-of-way line of Hooks Lane being 50.00
 foot wide; thence running with and binding on said northerly most right-of-way
 line South 62° 29' 48" West 381.94 feet to a point; thence with a curve to the
 left having a radius of 1039.00 feet, an arc length of 250.03 feet and being
 subtended by a chord bearing and distance of South 58° 55' 13" West 249.87 feet

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to a point; thence South $55^{\circ} 25' 23''$ West 537.35 feet to a point intersecting the 2nd line of deed dated January 15, 1953 and recorded among the land records of Baltimore County in Liber 2241 Folio 246; thence leaving said northerly most right-of-way line and running with and binding on the 2nd line of said deed North $41^{\circ} 12' 18''$ West 158.82 feet to a point; thence running with the following 24 new lines of division North $41^{\circ} 12' 18''$ West 83.93 feet to a point; thence with a curve to the right having a radius of 1375.00 feet, an arc length of 65.18 feet and being subtended by a chord bearing and distance of North $53^{\circ} 12' 12''$ East 65.89 feet to a point; thence North $35^{\circ} 26' 28''$ East 50.08 feet to a point; thence with a curve to the left having a radius of 1425.00 feet, an arc length of 19.78 feet and being subtended by a chord bearing and distance of South $54^{\circ} 20' 47''$ West 18.76 feet to a point; thence North $57^{\circ} 20' 49''$ West 121.82 feet to a point; thence South $50^{\circ} 38' 00''$ West 161.00 feet to a point; thence South $45^{\circ} 00' 00''$ East 118.39 feet to a point; thence with a curve to the left having a radius of 1425.00 feet, an arc length of 10.40 feet and being subtended by a chord bearing and distance of South $45^{\circ} 15' 54''$ West 10.80 feet to a point; thence North $45^{\circ} 00' 00''$ West 131.00 feet to a point; thence South $75^{\circ} 57' 49''$ West 29.75 feet to a point; thence South $45^{\circ} 00' 00''$ West 82.58 feet to a point; thence North $22^{\circ} 45' 00''$ West 92.93 feet to a point; thence South $57^{\circ} 45' 00''$ West 138.34 feet to a point; thence South $57^{\circ} 30' 00''$ West 25.82 feet to a point; thence South $62^{\circ} 25' 00''$ West 42.81 feet to a point; thence South $44^{\circ} 19' 45''$ West 52.60 feet to a point; thence North $55^{\circ} 52' 25''$ West 15.15 feet to a point; thence with a curve to the right having a radius of 448.80 feet, an arc length of 227.72 feet and being subtended by a chord bearing and distance of South $85^{\circ} 23' 58''$ West 225.43 feet to a point; thence South $56^{\circ} 55' 18''$ West 14.48 feet to a point intersecting the proposed westerly most right-of-way line of Greens Tree Road being 60.00 feet wide; thence running with and binding on said westerly most right-of-way

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line with a curve to the right having a radius of 1838.00 feet, an arc length of 38.94 feet and being subtended by a chord bearing and distance of South 14° 05' 40" West 38.94 feet to a point; thence South 14° 57' 13" West 258.91 feet to a point; thence with a curve to the left having a radius of 450.00 feet, and arc length of 448.55 feet and being subtended by a chord bearing and distance of South 13° 35' 38" East 450.39 feet to a point; thence South 47° 10' 14" East 126.21 feet to a point; thence South 87° 10' 13" East 14.80 feet to a point intersecting the northerly most right-of-way line of Hooks Lane; thence running with and binding on said northerly right-of-way line with a curve to the left having a radius of 7578.20 feet, an arc length of 153.47 feet and being subtended by a chord bearing and distance of North 46° 55' 16" East 153.47 feet to a point; thence North 46° 18' 32" East 257.42 feet to a point; thence with a curve to the right having a radius of 2814.67 feet, an arc length of 329.77 feet and being subtended by a chord bearing and distance of North 50° 52' 43" East 328.42 feet to a point; thence North 55° 26' 23" East 34.48 feet to a point; thence leaving said northerly right-of-way line and running with a curve to the left having a radius of 1838.00 feet, an arc length of 131.23 feet and being subtended by a chord bearing and distance of South 57° 23' 38" West 131.23 feet to a point; thence South 41° 18' 57" East 38.75 feet to a point in or near the center of the road; thence running in or near the center of Hooks Lane South 48° 21' 35" West 748.94 feet to the point of beginning. Containing 36.6537 acres of land more or less.

Being a part of those two parcels of land the first which by deed dated June 12, 1923 and recorded among the land records of Baltimore County in Liber C.W.B. Jr. 1058 Folio 81 was conveyed by Rose Ellen Stein unto William A. and Gertrude S. Tuerke; the second which by deed dated October 8, 1943 and recorded among the land records of Baltimore County in Liber R.J.S. 1314 Folio 72 was conveyed by Safe Deposit and Trust Company of Baltimore unto William A. Tuerke.

LIBERTY 71 FOLIO 59

EXHIBIT B

Parcel 1

Beginning for the same at a stone heretofore planted at the point of beginning of a deed dated June 12, 1939 and recorded among the land records of Baltimore County in Liber C.W.B., Jr. 1052, folio 81, was conveyed by Rose Ellen Stein unto William A. Tuerke and Bertrude E. Tuerke, his wife, and running thence binding on said deed for the first and part of the second courses of the aforesaid property as now surveyed: South $47^{\circ} 15' 54''$ West 353.30 feet to a point on the northeastern side of Relisterstown Road; thence along said northeastern side of Relisterstown Road South $42^{\circ} 07' 40''$ East 332.50 feet to a point; thence leaving said northeastern side of Relisterstown Road and running with the following 3 new lines of division North $47^{\circ} 18' 34''$ East 356.53 feet to a point; thence with a curve to the right having a radius of 100.00 feet, an arc length of 362.52 feet and being subtended by a chord bearing and distance of North $73^{\circ} 07' 47''$ East 348.44 feet to a point; thence South $81^{\circ} 03' 01''$ East 86.87 feet to a point intersecting the westerly most right-of-way line of Greene Tree Road being 50.00 feet wide thence running with and binding on said westerly most right-of-way line North $14^{\circ} 57' 13''$ East 324.82 feet to a point; thence with a curve to the left having a radius of 370.00 feet, an arc length of 397.65 feet and being subtended by a chord bearing and distance of North $03^{\circ} 12' 13''$ East 325.07 feet to a point; thence

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... to a point intersecting the 18th line of
above mentioned ... thence running with and along on the 18th and 19th
lines of said deed South 89° 05' 32" West 581.38 feet to 4 stones thence South
42° 56' 58" East 342.51 feet to the point of beginning. Containing 14.9542
acres of land more or less.

Being a part of that parcel of land as described in deed dated June 12,
1938 from Rose Ellen Stein to William A. Tuerke and wife and recorded among the
land records of Baltimore County in Liber C.U.2., Jr. 1068, folio 81.

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Parcel 2

Beginning for the first at a point situated on the northerly west right-of-way line of Hooks Lane being 60.00 foot wide; said point also being situated on the 4th line of deed dated January 15, 1953 and recorded among the land records of Baltimore County in Liber 2241, Folio 246, said point being located North $41^{\circ} 12' 16''$ West 15.04 feet from the end of said 4th line; thence running with and binding on said northerly right-of-way line South $55^{\circ} 23' 23''$ West 245.43 feet to a point; thence with a curve to the left having a radius of 2014.67 feet, an arc length of 329.77 feet, and being subtended by a chord bearing and distance of South $50^{\circ} 52' 43''$ West 328.43 feet to a point; thence South $45^{\circ} 19' 02''$ West 251.42 feet to a point; thence with a curve to the right having a radius of 7570.00 feet, an arc length of 353.47 feet, and being subtended by a chord bearing and distance of South $46^{\circ} 55' 16''$ West 159.47 feet to a point; thence leaving said northerly west right-of-way line of Hooks Lane and running with and binding on the easterly west right-of-way line of Greene Tree Road being 50.00 foot wide North $87^{\circ} 10' 13''$ West 14.60 feet to a point; thence North $42^{\circ} 10' 14''$ West 125.21 feet to a point; thence with a curve to

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the right having a radius of 450.00 feet, an arc length of 448.65 feet and being subtended by a chord bearing and distance of North $13^{\circ} 36' 30''$ East 436.30 feet to a point; thence North $14^{\circ} 57' 13''$ East 268.91 feet to a point; thence with a curve to the left having a radius of 1030.00 feet, an arc length of 30.94 feet and being subtended by a chord bearing and distance of North $14^{\circ} 05' 40''$ East 30.94 feet to a point; thence leaving said easterly road right-of-way line and running with the following 19 new lines of division: North $66^{\circ} 55' 16''$ East 14.40 feet to a point; thence with a curve to the left having a radius of 440.00 feet, an arc length of 227.72 feet and being subtended by a chord bearing and distance of North $65^{\circ} 23' 58''$ East 225.18 feet to a point; thence South $68^{\circ} 52' 26''$ East 15.15 feet to a point; thence North $44^{\circ} 19' 45''$ East 52.60 feet to a point; thence North $62^{\circ} 25' 00''$ East 42.01 feet to a point; thence North $57^{\circ} 30' 00''$ East 25.02 feet to a point; thence North $57^{\circ} 45' 00''$ East 120.94 feet to a point; thence South $22^{\circ} 45' 00''$ East 92.99 feet to a point; thence North $45^{\circ} 29' 00''$ East 82.55 feet to a point; thence North $75^{\circ} 57' 39''$ East 29.15 feet to a point; thence South $45^{\circ} 00' 00''$ East 131.00 feet to a point; thence with a curve to the right having a radius of 1425.00 feet, an arc length of 10.00 feet and being subtended by a chord bearing and distance of North $46^{\circ} 18' 54''$ East 10.00 feet to a point; thence North $45^{\circ} 00' 00''$ East 116.39 feet to a point; thence North $58^{\circ} 30' 00''$ East 164.00 feet to a point; thence South $57^{\circ} 29' 00''$ East 121.02 feet to a point; thence with a curve to the right having a radius of 1425.00 feet, an arc length of 10.78 feet and being subtended by a chord bearing and distance of North $54^{\circ} 20' 47''$ East 10.78 feet to a point; thence South $35^{\circ} 26' 26''$ East 50.00 feet to a point; thence with a curve to the left having a radius of 1375.00 feet, an arc length of 55.10 feet and being subtended by a chord bearing and distance of South $52^{\circ} 12' 12''$ West 55.09 feet to a point; thence South $41^{\circ} 12' 12''$ East 33.53 feet to a point being the end of the 2nd line of deed dated January 15, 1953 and

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recorded among the land records of Baltimore County in Liber 2241 Folio 248; thence running with and binding on the 3rd and 4th lines of said deed South 55° 24' 42" West 125.00 feet to a point; thence South 41° 12' 18" East 149.36 feet to the point of beginning. Containing 12.5532 acres of land more or less.

Beginning for the second at a point situated on the northerly most right-of-way line of Hooks Lane being 50.00-foot-wide, said point also being the southeasterly most corner of Greene Tree subdivision as shown on Plat of Greene Tree Section One and recorded among the land records of Baltimore County in Liber E.H.K. Jr. 57 Folio 42; thence leaving said northerly most right-of-way line and running with and binding on the easterly most line of Greene Tree subdivision North 21° 33' 30" West 162.16 feet to a point; thence running with the following 2 new lines of division North 14° 00' 34" West 141.32 feet to a point; thence North 23° 08' 09" West 100.00 feet to a point being the southwesterly most corner of parcel shown as the Storm Water Management Area I on Plat Two of Greene Tree Section One and recorded among the land records of Baltimore County in Liber E.H.K. Jr. 52 Folio 43; thence running with and binding on the southerly and easterly most lines of said parcel North 72° 19' 32" East 232.54 feet to a point; thence North 12° 09' 20" East 118.25 feet to a point intersecting the 1st line of deed dated October 6, 1945 and recorded among the land records of Baltimore County in Liber R.J.B. 1014, Folio 72; thence running reversely and binding on said 1st line North 72° 42' 58" East 302.00 feet to an iron pipe; thence running reversely with and binding on the 13th and 12th lines of said deed South 02° 59' 42" East 401.50 feet to a stone; thence South 38° 17' 00" East 50.13 feet to a point intersecting the northerly most right-of-way line of Hooks Lane; thence running with and binding on said northerly most right-of-way line South 52° 03' 48" West 513.13 feet to the point of beginning. Containing 5.1511 acres of land more or less.

June 12, 1939 and recorded among the land records of Baltimore County in Liber
C.M.B. Jr. 1053, Folio 21 was conveyed by Rose Ellen Stein unto William A.
Tuerke and Gertrude E. Tuerke, his wife; the second which by deed dated October
9, 1943 and recorded among the land records of Baltimore County in Liber R.V.S.
1314, Folio 72 was conveyed by Safe Deposit and Trust Company of Baltimore unto
William A. Tuerke.

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Parcel 3

Beginning for the same at a point situated on the northeasterly side of Reisterstown Road being 55.38 feet wide, said point being the end of the 2nd line in deed dated June 12, 1939, and recorded among the land records of Baltimore County in Liber C.W.B. Jr. 1968, folio 81, said point also being the beginning of the 3rd line of deed dated September 23, 1947 and recorded among the land records of Baltimore County in Liber J.V.B. 1998, folio 179, thence running with and binding on said northeasterly right-of-way line North $42^{\circ} 07' 40''$ West 720.35 feet to a point; thence leaving said northeasterly right-of-way line and running with the following 3 new lines of division North $37^{\circ} 45' 34''$ East 358.53 feet to a point; thence with a curve to the right having a radius of 480.00 feet, an arc length of 350.52 feet and being subtended by a chord bearing and distance of North $73^{\circ} 07' 47''$ East 328.64 feet to a point; thence South $81^{\circ} 03' 21''$ East 96.57 feet to a point intersecting the westerly most right-of-way line of Greene Tree Road being 50.30 feet wide; thence running with and binding on said westerly most right-of-way line South $14^{\circ} 57' 12''$ West 34.09 feet to a point; thence with a curve to the left having a radius of 510.00 feet, an arc length of 508.47 feet and being subtended by a

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thence South $42^{\circ} 09' 14''$ East 126.53 feet to a point; thence South $02^{\circ} 58' 42''$ West 14.31 feet to a point intersecting the northerly most right-of-way line of Hooks Lane; thence running with and binding on said northerly most right-of-way line South $48^{\circ} 07' 39''$ West 23.75 feet to a point intersecting the 3rd line of deed dated May 27, 1975 and recorded among the land records of Baltimore County in Liber E.H.K., Jr. 5537, folio 123; thence leaving said northerly most right-of-way line and running with and binding on the 3rd and 4th lines of deed dated May 27, 1975 and recorded among the land records of Baltimore County in Liber E.H.K., Jr. 5537, folio 123 and the 4th line of deed dated September 23, 1947 and recorded among the land records of Baltimore County in Liber J.W.B., 1558, folio 470 North $43^{\circ} 48' 08''$ West 103.49 feet to a point; thence South $35^{\circ} 54'$ West 177.03 feet to a point being the end of the 3rd line of deed dated September 23, 1947 and recorded among the land records of Baltimore County in Liber J.W.B., 1558, folio 470; thence running with and binding on said 3rd line South $42^{\circ} 49' 55''$ West 269.29 feet to the point of beginning. Containing 9.2025 acres of land more or less.

Being a part of that parcel of land as described in deed dated June 12, 1939 from Rose Ellen Stein to William A. Tuerke and wife and recorded among the land records of Baltimore County in Liber C.W.B., Jr. 1063, folio 81.

CLERK'S NOTATION
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Parcel 4

Beginning for the same at a point situated on the northerly most right-of-way line of Hooks Lane being 60.00 feet wide, said point also being situated in the 2nd line of deed dated January 13, 1931 and recorded among the land records of Baltimore County in Liber 2241 Folio 246; said point also being the southwesterly most corner of Greene Tract Section One and recorded among the land records of Baltimore County in Liber E.H.K. Jr. 51 Folio 62; thence running with and binding on said northerly most right-of-way line South $35^{\circ} 26' 23''$ West 115.00 feet to a point; thence leaving said northerly most right-of-way line and running North $41^{\circ} 12' 18''$ West 149.96 feet to a point; thence North $53^{\circ} 24' 42''$ East 115.00 feet to a point; thence South $41^{\circ} 12' 18''$ East 150.03 feet to the point of beginning. Containing 18624 square feet or 0.4276 acre of land more or less.

Being a part of that parcel of land as described in deed dated January 13, 1931 from Francis K. and Amy R. Read to Victor I and Lucille Cover Cook and recorded among the land records of Baltimore County in Liber 2241 Folio 246.

Mail to

Address

Verable, Bartford Howard
1800 Mercantile Bldg & Tr
Baltimore, Md. 21201

0011776 367

THIS DEED, made this 28th day of August, in the year one thousand nine hundred and ninety-six, by and between STEWART J. GREENEBAUM and MICHAEL I. GREENEBAUM, Trustees, Grantor, parties of the first part, and the GREENTREE HOMEOWNERS ASSOCIATION, INC., a body corporate of the State of Maryland, Grantee, party of the second part.

WITNESSETH, that in consideration of the sum of One Dollar (\$1.00), paid or to be paid, the satisfaction of the requirements contained in the Declaration of Covenants and Restrictions dated January 22, 1984 and recorded among the Land Records of Baltimore County in Liber ENX, Jr. No. 6825, folio 522, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the said parties of the first part do grant and convey to the said party of the second part, its successors and assigns, in fee simple, all those lots of ground situate in the Third Election District of Baltimore County, State of Maryland, and described as follows, that is to say:

For Legal Description, See Exhibit "A" Attached Hereto And Made A Part Hereof

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said described lots of ground and premises to the said party of the second part, its successors and assigns, in fee simple.

AND the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matters or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property hereby granted; and that they will execute such further assurances of the same as may be requisite.

WITNESS:

GRANTORS:

Cindy L. Mulvey

Stewart J. Greenebaum, Trustee

Cindy L. Mulvey

(SEAL)

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE
9/3/96
SIGNATURE DATE

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Baltimore
9/3/96

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STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 20th day of August, 1996, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Stewart J. Greenebaum and Michael I. Greenebaum, Trustees, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

Cindy L. Muller
Notary Public

My Commission Expires:

9/1/99

This is to certify that the within instrument was prepared by or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Stuart C. Resnick
Stuart C. Resnick

Return To: Executive Title Group, Ltd., 2 Reservoir Circle, #202,
Baltimore, Maryland 21208

Good.02(wrl3)

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EXHIBIT "A"

BEGINNING FOR THE FIRST AND BEING KNOWN AND DESIGNATED as HOA Open Space 0.554 acres, more or less; Parcel A, 1.104 acres, more or less; HOA Open Space 0.867 acres, more or less; HOA Open Space 0.059 acres, more or less; HOA Open Space 0.085 acres, more or less; HOA Open Space 0.125 acres, more or less; HOA Open Space 0.664 acres, more or less; HOA Open Space 0.078 acres, more or less; HOA Open Space 0.058 acres, more or less; HOA Open Space 0.056 acres, more or less; the 50 foot Buffer Parcel 1.507 acres, more or less; and the Storm Water Management Area, 1.306 acres, more or less, all as shown on the plat entitled "2nd Amended GREENE TREE, Phase One, Section One, Plat One of Two", which plat is recorded among the Land Records of Baltimore County in Plat Book E.H.K., Jr. No. 53, folio 136.

BEGINNING FOR THE SECOND AND BEING KNOWN AND DESIGNATED as HOA Open Space 0.621 acres, more or less; and HOA Open Space 0.072 acres, more or less, as shown on the plat entitled "Resubdivision of Lots 12 thru 15, Phase One - Section One, GREENE TREE", which plat is recorded among the Land Records of Baltimore County in Plat Book E.H.K., Jr. No. 55, folio 106.

BEGINNING FOR THE THIRD AND BEING KNOWN AND DESIGNATED as HOA Open Space 0.282 acres, more or less (comprised of HOA Open Space Parcels 0.225 acres, more or less, and 0.057 acres, more or less); HOA Open Space 0.148 acres, more or less; HOA Open Space 0.090 acres, more or less; HOA Open Space 0.783 acres, more or less; HOA Open Space 0.127 acres, more or less; and HOA Open Space 0.025 acres, more or less, (located on the south side of Willow Oak Circle) as shown on the plat entitled "Section Four, GREENE TREE", which plat is recorded among the Land Records of Baltimore County in Plat Book S.M. No. 56, folio 88.

BEGINNING FOR THE FOURTH AND BEING KNOWN AND DESIGNATED as HOA Open Space 0.944 acres, more or less, and HOA Open Space 0.594 acres, more or less; and the S.W.M. Area 0.266 acres (as now revised by Plat 59, folio 31), more or less, as shown on the plat entitled "GREENE TREE, Section Five", which plat is recorded among the Land Records of Baltimore County in Plat Book S.M. No. 56, folio 89.

BEGINNING FOR THE FIFTH AND BEING KNOWN AND DESIGNATED as HOA Open Space 0.166 acres, more or less; HOA Open Space Area 0.1208 acres, more or less; Home Owners Common Area 0.2519 acres, more or less; and the S.W.M. Easement Area .029 acres, more or less, as shown on the plat entitled "Resubdivision of Lots 185-194, Section Five, GREENE TREE", which plat is recorded among the Land Records of Baltimore County in Plat Book S.M. No. 59, folio 31.

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BEGINNING FOR THE SIXTH AND BEING KNOWN AND DESIGNATED as Storm Water Management Area I, 0.746 acres, more or less, as shown on the plat entitled "2nd Amended Plat Two of Two, GREENTREE, Phase One, Section One", which plat is recorded among the Land Records of Baltimore County in Plat Book E.H.X., Jr. No. 53, folio 137.

deso.hogreene(w116)

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TAX ACCOUNT NUMBERS

GREENE TREE

ED 03

Plat 53/136

HOA Open Space	0.554	20-00-006668
Parcel A	1.104	20-00-006671
HOA Open Space	0.867	20-00-006663
HOA Open Space	0.069	20-00-006664
HOA Open Space	0.085	20-00-006661
HOA Open Space	0.125	20-00-006658
HOA Open Space	0.664	20-00-006665
HOA Open Space	0.078	20-00-006662
HOA Open Space	0.058	20-00-006667
HOA Open Space	0.056	20-00-006666
Fifty Foot Buffer	0.507	20-00-006669
SWM Area	1.306	20-00-006670

Plat 55/106

HOA Open Space	0.621	20-00-006659
HOA Open Space	0.072	20-00-006660

Plat 56/88

HOA Open Space	0.225 + 0.057	20-00-014174 - 202
HOA Open Space	0.148	20-00-014170
HOA Open Space	0.090	20-00-014169
HOA Open Space	0.783	20-00-014173
HOA Open Space	0.127	20-00-014172
HOA Open Space	0.025	20-00-014171

Plat 56/89

HOA Open Space	0.944	20-00-014086
HOA Open Space	0.594	20-00-014088
SWM Area	0.265	20-00-014089

Plat 59/31

HOA Open Space	0.166	21-00-006641
HOA Open Space	0.1208	21-00-006644
Home Owners Common Area	0.2519	21-00-006643
SWM Easement Area	0.29 0.029	21-00-006642

Plat 53/137 & 53/53

S.W.M.	0.746	20-00-003621
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AGREEMENT

THIS AGREEMENT entered into as of this 20th day of November 1989 by and between THE GREENE TREE HOMEOWNERS' ASSOCIATION, INC., a Maryland corporation (the "HOA") and THE COUNCIL OF UNIT OWNERS OF THE COURTYARDS AT GREENE TREE CONDOMINIUM, an unincorporated association to be formed under the Maryland Condominium Act (the "Council").

INTRODUCTORY STATEMENT

- A. The HOA was created pursuant to a certain First Amended and Restated Declaration of Covenants, Conditions and Restrictions relating to Greene Tree dated December 19, 1985 and recorded among the Land Records of Baltimore County, Maryland at Liber EHK, Jr. No. 7071, folio 018 (the "HOA Declaration") to hold title to certain therein described real property located in the Third Election District of Baltimore County, Maryland known as "Greene Tree", a residential community intended to consist of 199 townhome lots and up to 66 condominium units (the "Community").
- B. By Declaration intended to be recorded as aforesaid (the "Condominium Declaration"), a portion of the Community known as Section 6, Greene Tree, is intended to be subjected to a condominium regime known as the "Courtyards at Greene Tree Condominium" (the "Condominium") in accordance with the provisions of the Maryland Condominium Act.
- C. The Council will be created by the Condominium Declaration to represent the interests of the Owners of units in the Condominium.
- D. Pursuant to Article III, Section 3 of the HOA Declaration, all owners of "Lots" within the Community are members of the HOA and are required to pay annual and special assessments thereto.
- E. Although the Condominium units will be subject to the provisions of the HOA Declaration, the Condominium units will not be considered "Lots" for purposes of the HOA Declaration, such that Condominium unit owners will not be members of the HOA and will not be required to pay regular annual or special assessments to the HOA.
- F. Article X, Section 5 of the HOA Declaration and Article XI of the Condominium Declaration provide that notwithstanding the fact that Condominium unit owners will not be members of the HOA, they shall have the right to use and enjoy certain common areas of the Community as well as certain Facilities of Common Use (as hereinafter defined), subject to the HOA Declaration, the Articles of Incorporation and By-laws of the HOA, and all rules and regulations of the HOA, in common with each member of the HOA, and subject also to the obligation of the Council to pay to the HOA as a common expense of the Council, the Council's proportionate share of the cost incurred by the HOA for maintaining and operating those common areas.
- G. The HOA and the Council desire to set forth a procedure for determining the Council's proportionate share of the expenses of operating and maintaining the common areas and for collecting the same from the Council.

NOW, THEREFORE, THIS AGREEMENT, WITNESSETH, that for and in consideration of the Introductory Statement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the HOA and the Council agree as follows:

1. The Council shall have the right to use and enjoy, subject to the HOA Declaration, the Articles of Incorporation, By-laws and all rules and regulations of the HOA, in common with each member in the HOA, those portions of the common areas of the HOA which are hereinafter defined as the Facilities of Common Use, which, for purposes of this Agreement, means the entrances with card reading devices or manned entry facilities as may be installed from time to time in the Community, the swimming pool, bath house, tennis courts, basketball courts, tot lot and any other recreational facilities that may be installed from time to time and the portion of River Oaks Circle connecting the Hooks Lane and Greene Tree Road entrances to the Community with the entrance to the Condominium, along with the portions of the water distribution and sewer systems of the Community located beneath the said portions of roadway, together with street lights, entry way lighting, subdivision signage and landscaping adjacent thereto. "Facilities of Common Use" shall also include legal, accounting and management fees and water consumption charges reflected by the master water meter for the Community.

2. The Council shall be obligated to pay as a common expense, an assessment, levied on an annual basis, for its proportionate share of the HOA's expenses of maintaining, insuring and operating (including street cleaning and snow removal) the Facilities of Common Use. In accordance with Article XI of the Condominium Declaration, the assessment provided for herein shall be a mandatory lien upon each unit in the Condominium in favor of the Council.

3. The HOA and the Council may by mutual agreement amend the list of items deemed Facilities of Common Use. Until so amended, the Facilities of Common Use, the maintenance, insurance and repair of which the Council is obligated to pay a proportionate share, shall include only those items specifically enumerated in Paragraph 1 of this Agreement.

4. At each annual meeting of the HOA at which the annual budget for the HOA is approved by the members thereof, the budget shall apportion the cost of maintaining, insuring and operating the Facilities of Common Use between the HOA and the Council, the portion chargeable to the Council being equal to the product of the budget line item for each Facility of Common Use multiplied by a fraction, the numerator of which shall be the number of occupied units in the Condominium, and the denominator of which shall be the total number of occupied townhome lots and occupied Condominium units in the Community, all as determined as of the date of the annual meeting. "Occupied" units and lots are those which have been conveyed to members of the public or which are occupied by rent-paying tenants.

5. The HOA shall notify the Council no less than thirty (30) days before the effective date of the each annual HOA budget, indicating items attributable to the Facilities of Common Use, and the Council shall remit its proportionate share thereof to the HOA on a monthly basis, each

remittance being equal to one-twelfth (1/12) of the annual assessment for all of the Facilities of Common Use.

6. The Council shall also promptly remit to the HOA its proportionate share of any special assessment imposed by the HOA on all lots within the Community due to a deficit in the Community budget attributable to the Facilities of Common Use.

7. The Council's proportionate share for the Facilities of Common Use and its proportionate share of any special assessment imposed by the HOA on lots within the Community due to a deficit in the Community budget attributable to the Facilities of Common Use shall be due and payable at the same time and in the same manner as such sums are due and payable by Owners to the HOA, and in default thereof, the HOA shall be entitled to interest, penalties and rights of enforcement against the Council in the same manner and to the same extent as it is entitled to enforcement against its members, including, but not limited to, the rights granted under Section 6 of Article VI of the HOA Declaration. Any lien to which the HOA may become entitled against the Council pursuant to this provision shall be a lien against each Condominium unit in proportion to that unit's percentage interest in the common elements.

8. This Agreement embodies and constitutes the final and entire agreement between the HOA and the Council with respect to the subject matter hereof, and neither party shall be bound by any terms, covenants, conditions, representations or warranties not expressly contained herein. This Agreement may not be altered, changed or amended except by an instrument in writing, executed by both parties hereto.

9. This Agreement shall be governed, construed and enforced according to the laws of the State of Maryland.

10. Wherever the context hereof shall require, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

11. If any one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other portion hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12. This Agreement be binding upon and shall inure to the benefit of the parties hereto and respective successors and assigns.

R7655.511 M
3:11/14/89

000017.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

WITNESS:

Carol Cunningham

GREENE TREE HOMEOWNERS'
ASSOCIATION, INC., a Maryland
corporation

By: Steven S. Koren (SEAL)
Steven S. Koren, President

Cindy L. Kullgren

THE COUNCIL OF UNIT OWNERS
OF THE COURTYARDS AT GREENE
TREE CONDOMINIUM, an unincorporated
association, to be formed

By: Stewart J. Greenebaum (SEAL)
Stewart J. Greenebaum, Agent

STATE OF MARYLAND

COUNTY OF BALTIMORE

TO WIT.

I HEREBY CERTIFY, that on this 17th day of November, 1989, before me, a Notary Public of the State of Maryland, personally appeared Steven S. Koren, who acknowledged himself to be the President of The Greene Tree Homeowners' Association, Inc. (the "Association"), and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained as the act of the Association.

WITNESS my hand and Notarial Seal.

Carol Ann Sola
Notary Public

My Commission July 1, 1990

STATE OF MARYLAND

COUNTY OF BALTIMORE

TO WIT.

I HEREBY CERTIFY, that on this 20th day of November, 1989, before me, a Notary Public of the State of Maryland, personally appeared Stewart J. Greenebaum, who acknowledged himself to be the agent of The Council of Unit Owners of The Courtyards at Greene Tree Condominium (the "Condominium"), and that he, as such agent, executed the foregoing instrument for the purposes therein contained.

Greene Tree

Resolutions



RESIDENTIAL
REALTY GROUP, INC.

4/25/17 emailed
Cyndia Kent
Kent

GREENE TREE HOMEOWNERS ASSOCIATION, INC.

RESOLUTIONS - ELECTRONIC TRANSMISSION

DATED 3/21/17

THE UNDERSIGNED, being the Directors of Greene Tree Homeowners Association, Inc. (the "Association"), Maryland General Corporate Law and the Maryland Homeowners Association Act, do hereby consent to and approve the following Resolutions and actions.

The Maryland Homeowners Association Act, Section 11B-113.1 allows the Association to send notices of meetings and material or information to Owners by electronic transmission and Section 11B-113.2 allows the Board of Directors to permit submission of votes or proxies by Owners by electronic transmission. In order to comply with the requirements of Section 11B-113.1 and 11B-113.2, the Board of Directors adopts the following Resolutions:

RESOLVED: That the Association is authorized to disseminate meeting notices and material or information to the Owners by electronic transmission. All such electronic transmissions are to be to single addressee only with any other addressees/addresses blind copied.

RESOLVED: That the management agent is directed to send to all Owners of record a request for authorization in the form attached hereto to allow for the Owners giving written authorization to receive meeting notices and material or information by electronic transmission.

RESOLVED: That the management agent is directed to provide written certification and to place the written certification in the minutes of the Association that the Association provided notice of a meeting or delivered material or information in accordance with the Owner's authorization when a notice of a meeting or material or information is sent by electronic transmission.

RESOLVED: That as required by the statute (or as may be required by the statute, as amended or substitute statute in the future), if two or more consecutive attempts to send a meeting notice or material or information by electronic transmission shall fail, or if the sender has reason to know that the attempt to send a meeting notice or material or information by electronic transmission has failed, the notice or material or information shall

(54)

be sent as otherwise provided by the governing documents of the Association or by applicable law. The inadvertent failure to deliver notice or material or information shall not invalidate any meeting or other action.

RESOLVED: That the Board of Directors authorize the submission of a vote or proxy by electronic transmission (which could include email transmission or electronic submission via a website) provided, that the electronic transmission itself contains information that verifies that the vote or proxy is authorized by the Owner or the Owner's proxy. This verification may take the form of an electronic signature, a secret password, or some other means to verify that the vote or proxy is specifically authorized by the Owner. In addition, where the By-Laws require voting by secret written ballot, the Board hereby authorizes procedures that will either guaranty the anonymity of voting, or give Owners the option of casting anonymous printed ballots, or both.

RESOLVED: That the proper officers of the Association be and they are hereby authorized and directed for and on behalf of the Association to execute any further paperwork as may be necessary in furtherance of these Resolutions and to do and perform any and all other necessary and proper acts incident thereto.

The Directors adopted these Resolutions as of the 21ST day of MARCH 2017.

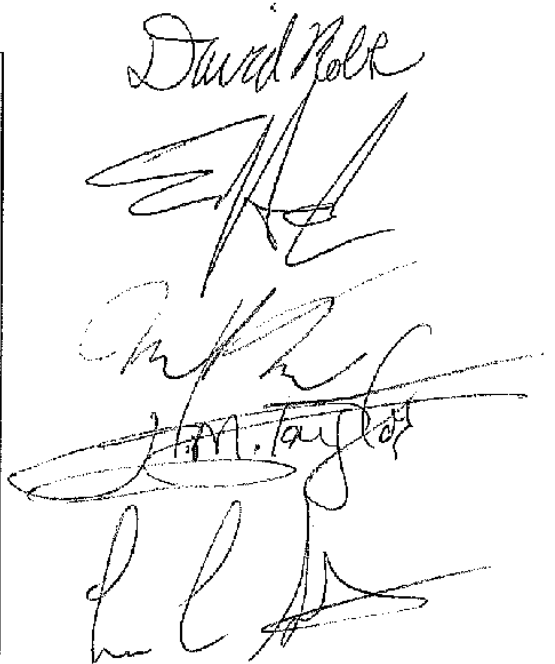
DAVID ROBB

EVAN FELDMAN

MICHAEL
FINKLESTEIN

HAROLD TAYLOR

LOREN STAPLES

The block contains five handwritten signatures in black ink, arranged vertically. The first signature is 'David Robb'. The second is 'Evan Feldman'. The third is 'Michael Finklestein'. The fourth is 'Harold Taylor'. The fifth is 'Loren Staples'.

Greene Tree

Rules and Regulations





RESIDENTIAL REALTY GROUP, INC.

the community management specialists

Greene Tree Homeowners Association



Residents,

Over the past couple of years our neighborhood has welcomed a number of new families and their pets to our community. As we move forward into the Spring and Summer months we believe this is an excellent time to remind new and established residents of our current pet guidelines as well as introduce new expectations for residents walking their pets throughout the neighborhood.

Although we have many pet owners that do follow the rules established by our Association, based on numerous complaints from residents and vendors, it appears new, old and even non-residents walking their pets though out our community are unaware or simply elect not to adhere to our guidelines.

The failure of some pet owners to clean up after their pet continues to be a problem within our community. This issue is compounded when the pet owner elects to let their pet defecate or urinate on a homeowner's lot. An increasing complaint has been targeted at those pet owners whom seem to feel that they can walk their pet anywhere in the community.

As we move forward in 2016 we will focus on issues relating to pet walking locations and waste pick-up. These issues will carry fines for those pet owners that elect not to follow the rules. A committee has been established to help monitor pet owners who fail to follow these rules. As always we can always use help in identifying violators. In addition, we have defined the areas within our community where your pet is permitted to walk.

The approved pet walking areas are defined in an enclosed attachment. In addition, a map highlighting the approved grass location is also included for your reference.

We believe the guidelines established by the Association are for the benefit of all of our residents. It is our goal to maintain a community that is appealing to our residents as well as our visitors. Thank you for your commitment to making Greene Tree one of the premier communities in the area.

Sincerely,

Greene Tree Board

3600 Crondall Lane • Suite 103
Owings Mills, Maryland 21117
(410) 654-4444
(410) 654-5666 Fax
1-800-464-0550



Email: info@residential-realty.com

P.O. Box 22838
West Palm Beach, Florida 33416-2838
1-800-464-0550

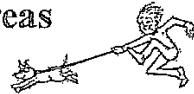


RESIDENTIAL REALTY GROUP, INC.

the community management specialists



Greene Tree Homeowners Association Approved Pet Walking Areas



Dear Neighbor,

If you are a pet owner who walks your dog within the community, you have a responsibility to insure you do not infringe on an owner's private property that encircles their home. It is with consideration that the following areas are now designated as approved locations for walking your pet. The purpose of this assigned area is to preserve the properties and areas which surround individual homes.

As a pet owner, you are allowed to utilize all of the asphalt areas, the grassy areas as indicated on the enclosed map, and the property that is with the proximity of "your" home as defined by the width of your home.

Just to clarify, the property that is within the proximity of "your" home as defined by the width of your home.

- *For Ascot & Barclay* (middle homes) the grassy area in front of your home which extends to the curb can be utilized. Depending on location, the grassy area which extends from the back of your home to a fence, tree line or halfway to the resident home behind you can also be utilized. You must access these areas from your home.
- *For Carlyle or Darby* (end homes) the grassy area in front of your home (main entrance) as well as to the side (garage entrance) to the curb can be utilized. Depending on location, the grassy area which extends from the back of your home to a fence, tree line or halfway to the resident home behind you can also be utilized. You must access these areas from your home.

To avoid any further confusion, we occasionally hear the term common ground or open ground. In many cases the property between buildings is privately owned with an easement for vendors. The easements are to insure the vendors can maintain all of the property within our community. Therefore, these easements are included as part of the individual homeowners property as defined above.

Many owners take great care and pride in maintaining their yards, flowers and shrubs. We ask that you respect their respect their homes by utilizing the approved walking areas.

If you have any questions regarding which areas may be utilized, please don't hesitate to contact us. <http://greentreecommunity.com>

Sincerely,

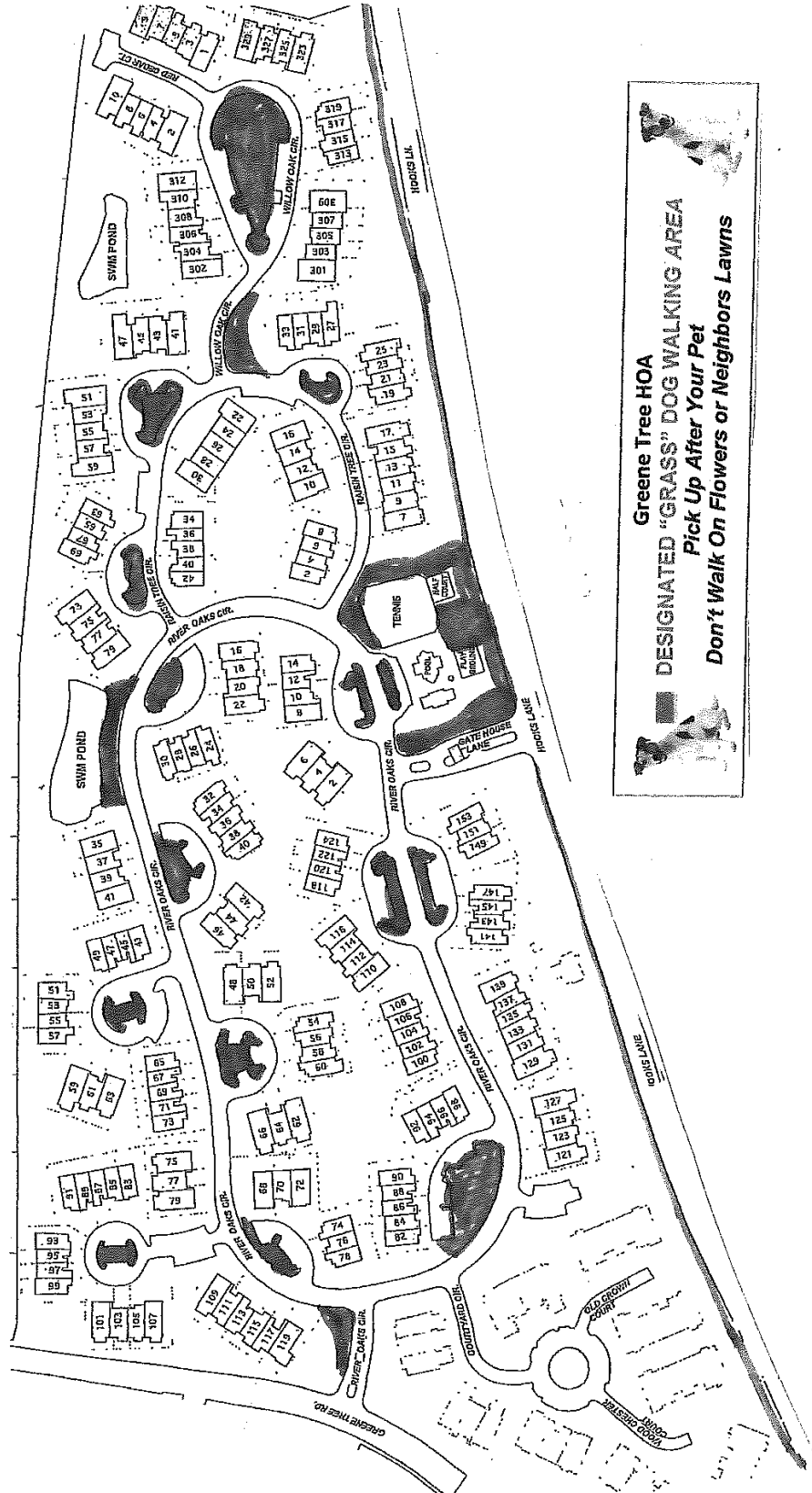
Greene Tree Homeowners Association

3600 Crondall Lane • Suite 103
Owings Mills, Maryland 21117
(410) 654-4444
(410) 654-5666 Fax
1-800-464-0550



P.O. Box 22838
West Palm Beach, Florida 33416-2838
1-800-464-0550

Email: info@residential-realty.com



Greene Tree HOA
DESIGNATED "GRASS" DOG WALKING AREA
Pick Up After Your Pet
Don't Walk On Flowers or Neighbors Lawns



**GREENE TREE HOMEOWNERS ASSOCIATION
ARCHITECTURAL LANDSCAPE REQUEST APPLICATION**

THIS APPLICATION IS NOT AUTHORIZED UNTIL APPROVED BY THE ARCHITECTURAL OR LANDSCAPE COMMITTEE

All approvals are from Greene Tree only; owners must obtain necessary permits from county or state governments. Permits must be emailed to Residential Realty Group with application.

Owners who have made changes to their homes without approval does not mean the changes are acceptable. The Architectural or Landscape Committee has right to request the removal of any violations, have a hearing and fine process initiated, or enter the property and remove any structure in violation as authorized In the Documents.

This application will not be reviewed until all the proper paperwork has been submitted.

NAME _____

ADDRESS _____

CITY _____ **STATE** _____ **ZIP** _____

DATESUBMITTED _____ **PHONE:** _____

EMAIL _____

REQUIRED ITEMS TO SUBMIT

Describe below the changes you propose to make to your property, including location, the present dimensions of the old and new structure, a sample of materials, and contractor information. Attach a detailed professional sketch or blueprint of your plan, showing the relationship of the old structure and showing where the new structure relates within its dimensions. The committee will retain all submitted requests for official records.

PROPOSED COMPLETION DATE OF PROJECT: _____

NEIGHBOR ON EACH SIDE INITIAL & ACKNOWLEDGE REQUEST: 1. _____ **2.** _____

Please return this completed form to: RESIDENTIAL REALTY GROUP, INC. 3600 CRONDALL LANE, SUITE 103
OWINGS MILLS, MARYLAND 21117 **FAX:** 410-654-5666 **Email:** ssand@residential-realty.com

ACTION TAKEN BY ARCHITECTURAL or LANDSCAPE STANDARDS COMMITTEE:

DISAPPROVED: _____ **APPROVED:** _____ **DATE:** _____

Follow-up inspection at completion: _____

GREENE TREE HOMEOWNERS' ASSOCIATION
ARCHITECTURAL STANDARDS & RULES & REGULATIONS
(REVISED 5-2017)

A. ARCHITECTURAL CONTROL All Architectural changes, including landscaping must get written approval from the Architectural Review Committee and/or the Board of Directors. Detailed plans must be submitted showing the nature, kind, shape, dimensions, material, color, location, details, together with estimated costs and the designation of the party to perform said improvement.

The Architectural Review Committee shall consider applications for approval of plans based on conformity, harmony of external design with existing structures and for general aesthetic value. Durability of materials, workmanship, changes in drainage, and public health and safety, etc. shall be considered.

Request forms should be submitted to Residential Realty Group, 3600 Crandall Lane, Suite 103, Owings Mills, MD 21117. As soon as management receives the request, it will be forwarded to the committee, and a final response will be forthcoming within an appropriate time frame.

Listed below are the community Architectural Restrictions, Polices and Enforcement. These standards have been extracted in summary form from the Declaration of Covenants, Conditions & Restrictions (11/30/84) and the First Amended & Restated Declarations of Covenants Related to Greene Tree (1/5/85). Please refer to documents for complete details.

B. ENFORCEMENT OF COVENANTS, AND THE RULES & REGULATIONS

All residents and their guests are obligated to observe the Covenants, the Rules & Regulations and Guidelines. The Association shall have the right to abate or remove any violation by any member at the cost and expense of such member. The Association shall also have the right to fine persons violating any covenant with the authority to create a lien against such lot and collect in the same manner as an assessment.

C. RESTRICTIONS

1. ALARMS

No exterior alarm or bell or other signaling devices shall be erected or maintained on any lot without the prior written consent of the Board of Directors. False alarms will be fined by the police after the second incident.

2. BENCHES

All benches must be submitted to the Architectural Review Committee for approval and must be kept clean, in good repair and on or adjacent to front porch walkway.

3. CONTRACTORS & VENDORS

Owners who have any problems with subcontractors, employees, gate monitors, etc. do not confront the respective person. Please report any disputes or problems in writing to the Board of Directors for proper action in care of Residential Realty Group, Inc. 3600 Crandall Lane, Suite 103, Owings Mills, MD 21117.

Please do not disrespect or confront contractors or employees.

Personal vendors, car washers, detailers, etc. hired by owners may start after 9:00 A.M. on weekends and 8:00 A.M. on weekdays.

4. DECK CLEANING AND SEALING & SPECS

The Association will clean and seal wood decks only when a home is in an approved paint cycle. It is recommended owners annually clean and seal wood decks by low-pressure solution washing. Composite decks should be cleaned per manufacturer instructions.

Wood Deck Sealant - Wood Decks in the paint cycle prior to 2015 the Owners use "BEHR-Premium-color Woodbridge Solid Hyde self-priming, code for color is # DP-530 which may be purchased from Home Depot. Decks stained in paint cycle 2015 and after, owners must use Solid Hyde "Premium -SC117 Russet" from Home Depot. Owners who apply acrylic-based products to their decks will be fully responsible for their decks. During your paint cycle, the Association will take responsibility for the sealing of decks due to weathering and aging.

5. DECK DECORATIONS & STORAGE

Residents are free to decorate their decks according to personal taste. However, nothing should be attached to the walls of the house and statue should not exceed the height of the railing. Nothing may be stored under the deck.

6. DECK ENLARGEMENT- An Architectural Form and all requested drawings must be submitted

Owners may submit to enlarge rear decks. Owners must have neighbors on each side sign and acknowledge the architectural request form.

Drawings must include design, dimensions of current deck and dimensions of proposed deck, showing location of each and a detailed sketch or blueprint, a sample of actual material of deck and railing color, the name of the contractor and evidence of a permit

7. DECK REPLACEMENT MATERIAL -An Architectural Form and all requested drawings must be submitted

Owners are responsible for all repairs & replacement of decks. No deck may be started prior to approval. Upon completion, notify RRG for inspection.

a. Cedar: Sealer-BEHR- SC-117 for decks in paint cycle 2015 and after

b. Composite: Effective 4/2016, owners may replace decks with composite decking

Azek - Deck Color- Acacia; Railing Color - Kana

Trex - Deck Color- Fire Pit; Railing Color - Fire Pit

Any other composite selection may or may not be approved by Architectural Committee.

c. #1 Pine: Effective 7/05, owners may replace decks with #1 treated Pinewood.

The useful life of Pine Decks is significantly less than Cedar. Decks must be maintained and replaced as soon as needed by homeowner.

NOTE: IF YOU ARE JUST REPLACING BOARD'S ON THE DECK WITH THE SAME MATERIAL AN ARCHITECTURAL FORM IS NOT NECESSARY.

8. DUMPSTERS & POD'S

All dumpster and POD use must have pre-approval by Board of Directors with a request form submitted. Disposal or storage containers must be delivered and picked up on the same day. Owners must send request in writing for exceptions and receive written approval from the Board of Directors. Damage to driveways, lawns or roadways will be the responsibility of the homeowner.

9. EXTERIOR LIGHTS

a. Walkway Lights -The original lights are no longer available. For aesthetics, any additional or replacement fixtures will require replacement of all walkway light fixtures. A low voltage replacement light fixture may be purchased from Amazon: <https://www.amazon.com/Hinkley-1555CB-Landscape-Bratenahl-Light/dp/B000LS62UI> or through Dorman's - ID # 576882 - Landscape Path Light until 5/31/19. An Architectural request for approval will need to be submitted to the Architectural Review Committee. Lights must be installed in accordance with the Local and National Electrical Codes.

b. House Lights - Contact Residential Realty Group for house light replacement for the front, garage and back of home.

c. Deck Lights All must be submitted for approval to the Architectural Review Committee with drawings and specifics.

d. Lawn and Garden Lights Installation Guidelines- Subject to prior approval from the Architectural Review Committee, ground level lighting aimed at highlighting plantings may be installed in beds within the garden areas of Greene Tree homes, but not on the lawns themselves. While no standard has been established for number of lights, it is intended **that only a small number may be installed at any home.**

1. Only white incandescent or equivalent white lights may be installed.

2. Lights may be raised no more than seven (7) inches above ground level.

3. Lights must not be excessively bright (maximum 25 watts per lamp).

4. Lights illuminating a driveway will not be permitted.

5. Homeowners will be responsible for maintaining lighting and will be required to remove lights not maintained in operable condition.

6. Neither the Greene Tree Homeowners Association nor its contractors or subcontractors will be responsible for damage to lighting that may occur during operations such as mowing, landscaping or snow removal.

10. FENCES

No fences, walls or hedges shall be erected, except for Electronic Fences which must be on an owner's private property. A location survey must be submitted with request to verify that the electric fence is within the boundaries. Any damages that occur to the electric fence during any type of Greene Tree maintenance will be the owner's responsibility.

11. FIREWOOD

Firewood *may* be stored in the rear of a lot, properly elevated, and stacked off the grass near the chimney area not touching the house or deck. No wood may be stored under the deck. Owners are responsible to check firewood for termites, rodents, ants, etc. and dispose of infected wood annually. If a tarp is used to cover wood, it must be a neutral color and made from breathable materials, no plastic.

12. FRONT OF HOUSE

In the front of the house there shall be no items in the beds, on the walkways, on the front lawns in trees, or in tree beds. The only exceptions are flowerpots and an approved bench on or adjacent to the walkway.

13. GARAGE

Each owner shall keep his garage area in a neat, orderly condition with all storage areas completely enclosed. Garages shall be used only for the parking of operative motor vehicles. The garage door shall be kept shut except when opened for temporary entry or egress.

14. GARAGE DOORS

Doors may be purchased from Fred C. Johnson Co. 410-799-2126.

a. **Wood** - Garage door is owner responsibility to replace. The original construction installed a Masonite wood door, recessed panel, in white. Owner must contact Association to paint if door is in grey group.

b. **Steel Insulated** - Effective 3/02, owners may replace garage door with an insulated C.H.I. steel door #2290 series, with recessed panel in white or dove grey (depending upon which group replacement door is in). Steel doors have the factory finish color. While no painting is necessary, the doors will be painted in paint cycle to maintain uniformity.

15. GENERATORS/ EMERGENCY OR BACK UP POWER SYSTEMS.

All Greene Tree homes are allowed to install emergency or back up power systems. All requests must be approved by the Board of Directors before installation. NO portable generators are allowed.

16. GUARDHOUSE - We do not offer security, however, a Gate Monitor ~~is~~ available from dusk to dawn.

Gatehouse phone 410-486-2985

a. Visitors shall use the visitor's lane and shall proceed only after the gatehouse monitor has called the respective owner for notification and acceptance of visitor.

b. Owners that are expecting several guests please supply a written list to the guard prior to the event.

c. Owners who are going to be out of town for an extended period of time please contact the Management Company and/or a neighbor/Board Member with proper contact information in case of an emergency.

d. The Board of Directors has the right to deny entry to anyone for just cause.

17. HANGING BASKETS

Hanging baskets should be limited to one on interior units and two on end units and should be attached by a bracket or chain. The basket along with the bracket or chain should be removed when living flowers are absent. Homeowners proposing to exceed the specified limits should submit a request to the Architectural Review Committee.

18. HOSE REELS Portable hose reel should be removed and out of sight when not in use.

19. LAWN ARTICLES

Only customary lawn furniture and/or barbecue grills may be kept or stored only in the rear yard of your lot or on your deck. (When storing items in our yard, they should be within ten feet directly behind your home.)

20. NEWSPAPERS

It is the owner's responsibility to remove all newspapers and fliers from driveways and lawn promptly.

21. Noxious Activity

No owner shall permit anything or condition to exist upon his lot which shall induce, breed, or harbor infectious plant diseases or noxious insects, including, without limiting the generality of the foregoing, any standing water, puddles or containers of water, which may harbor mosquito larva. No items or materials shall be hung nor any rugs or other materials on any exterior railing, or on the outside of any exterior window.

22. PARKING

Owners should park a car in the garage, driveway, or numbered spot. Owners with more than two cars may not use guest spaces and should park on the street, however, NOT IN FRONT OF ANOTHER NEIGHBORS HOME.

23. Pets REFER TO LETTERS DATED 5/2016 FOR RULES REGARDING PETS. Letter Attached

No more than 2 dogs, cats, or similar domestic pets may be kept on a lot provided they are not kept, bred or maintained for commercial purposes. No structure for the use of any animal shall be visible from any street or lot. No animal shall be permitted outside unless under the control of a responsible person and restrained by a leash or similar device. No pet shall become a nuisance. By request of an owner, the Board of Directors shall determine if the pet is a nuisance. Owners shall promptly clean up all litter deposited on any lot and common area by their pets. Pets will be walked in approved area.

24. PIPE BREAKS

Owners are responsible for any and all pipe breaks that occur from the main water cut off valve to owner's house. Original construction installed polybutylene water pipe in the front of the house. If pipe has not been replaced it is the owner's responsibility to replace and repair the lawn, driveway, and sidewalk. Owner must call a private plumber to repair, as it is your private property.

25. POOL & TENNIS

Owners are obligated to observe all pool and tennis rules. Rules are distributed prior to each season. If you need a copy, please contact Residential Realty Group.

26. RADON SYSTEMS

An architectural form and drawings must be submitted indicating location and description of the vent pipe. The Architectural Chairman may approve, If the vent description and location does not impact the appearance of the community.

27. RAILING

owners *may* submit an Architectural Request form to add a black railing at the front door on one side. Railing and hardware may not stain or rust concrete. In the event the Association repairs concrete pad with railing, owners will be responsible for reinstallation of railing.

28. RENTALS

Rentals are discouraged; however, an owner may rent his lot to a single family for 1 year or more. No short-term rentals. This obligates owners' tenant to receive and observe all Greene Tree documents, standards, rules and regulations. Leases must be sent to the Board of Directors, along with proof that renter has received all documents. Owners are responsible for all their renters and guests behavior and conduct.

29. SATELLITE DISH

Satellite dish installations shall be submitted to the Architectural Review Committee and shall conform with Greene Tree location survey and all FCC regulations. All wires must be run on interior of home. Association has no responsibility for dish wiring.

30. SIGNS

No sign of any kind shall be erected, displayed or maintained on any lot except with prior written consent of the Board of Directors. As of November 5, 2007 the Board instituted a temporary resolution, allowing "OPEN HOUSE SIGNS" with the following guidelines: 1. Must be professional or Realtor sign 2. Color must be white with red lettering 3. Maximum size - 23" long by 6" high 3. Must put up sign directly before and remove directly after open house. 4. Posting the sign is allowed only for the duration of open house. 5. The homeowner will be subject to a fine for any violation of these guidelines.

31. SOLAR PANELS

Solar Panels, at this time, are not permitted on cedar shake roofs.

32. SPEED LIMIT -15 MPH

The approved speed limit at all times in the Greene Tree community is 15 MPH. Owners are responsible to inform their guests and contractors. Owners should report, in writing, all violators' tag# to Residential Realty Group, Inc. There are no common sidewalks in Greene Tree, owners and children walk in the streets.

33. STORM DOORS

The approved Greene Tree front storm door is a bronze, full lite, high impact solid wood core with baked on enamel finish door with black, bronze, or gold hardware. A dead bolt lock is recommended. Rear Storm Doors should be white full view solid core doors.

34. TENTS

Professional temporary tents may be allowed with prior written approval by Board of Directors.

35. TOYS, BASKETBALL HOOPS, ETC.

Owners must store out of sight all children's toys, basketball hoops, equipment, sic. *immediately after use*. No exceptions.

36. TRASH

Trash must be stored in airtight containers with lids and shall comply with the requirements of Baltimore County. Trash should not be placed out until early the day of pick-up. All containers must be brought back in before dark on the day of pick-up. Recyclable articles must be placed in recyclable containers.

Trash may be put out the night before day of pick up; however, no trash shall be put out until after dark. NO EXCEPTIONS. Owners will be fined. In addition, no accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted on any lot.

37. UTILITIES

- a. **Cable-** If cable/ phone are disrupted in your home or broken utility boxes in any yards, common areas, contact Verizon or Comcast.
- b. **Electric-** If electricity is disrupted in your home or there is an outage of any street light call BGE 1-800-685-0123.
- c. **Gas-**If there are any gas problems in your home or neighborhood call BGE immediately.
- d. **Street Light Out -** Contact BGE 1-800-685-0123 give them the closest address or pole number.

38. WIND CHIMES

Wind chimes are permitted but not encouraged and if they disturb neighbors may be removed by the Board of Directors.

39. WINDOWS NEW/REPLACEMENT) An Architectural form must be submitted before replacement.

- a. Partial Replacement-If one or several windows are to be replaced, only the presently installed Anderson 200 Series is acceptable.
- b. Full Replacement-the Architectural Review Committee will consider windows proposed by the homeowner. Inserts of the current Anderson Series 200 windows are acceptable. Should the homeowner have a different preference, he/she will be responsible for providing a sample and product specifications for committee review. The glass part of the replacement window should be as close to the size of the current window as possible. Similarly, exposed exterior trim should closely match existing trim. All replacement windows must have grids that match the present windows and full screens of a neutral color that match the current screens in thickness and color.
- c. Replacement of large Window Areas without Full Replacement-the architectural review committee will review proposals to replace windows in a large area, defined as all windows in the front of the home, all windows at the rear of the home, or, in the case of an end unit all windows at the side of the home, using the criteria for full house replacement *note above.
- d. In all cases the homeowner will be responsible for repairing or replacing any white window surround or siding if the process of installing replacement windows causes any damage to the exterior of the dwelling.
- e. The homeowner should be advised of the conditions and limitations in the above standard as an enclosure to the approval letter.

The curved and hexagonal windows on Carlyle and Darby models are custom windows and shall contain grids.

40. WINDOW SHADES, WINDOW SCREENS, WINDOW GRIDS

Owners shall place appropriate white or neutral in color, customary window shades, shutters or drapes, and remove inappropriate coverings visible from outside owner's lot. Window grids must remain in all windows and be replaced by owners when needed. Window screens shall be in good condition and neutral in color.

41. WINDOW BOXES

Window boxes must be either stained natural or painted white, must be the full width of the sill, and must be installed without permanent brackets. No plastic or artificial flowers are permitted. Plantings must be watered and dead-headed on a regular basis. Dead flowers must not be noticeable. Boxes must be removed when empty or no longer in bloom. Boxes are subject to evaluation by the Architectural Review Committee.

42. VEHICLES

No boats trailer, commercial, recreational vehicles, trucks or inoperative vehicles of any kind shall be regularly parked or stored on any street or on any lot, or in a garage, nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon.

**GREENE TREE HOMEOWNERS ASSOCIATION
MAINTENANCE RESPONSIBILITY CHART**

ITEM		ASSOCIATION RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
1	All interior work, regardless of cause		X
2	All Structural Repairs		X
3	All Utility Lines pads into/out of dwelling, including Gas, Water/Sewer, Electrical Sump pumps, vents, etc.		X
4	All windows, screens, doors and frames (Repair and Replacement)		X
5	Areas under Decks		X
6	Brass fixtures, kickplates, house numbers		X
7	Brick Area Between Driveways	X(2)	
8	Caulking	X	
9	Chimney (Exterior Maint. Only)	X	
10	Concrete Walk & Driveway (Replacement)	X(2)	
11	Deck (Inspect, Repair and Replace)		X
12	Deck (Washing and Sealing when units are painted)	X	
13	Drainage and/or Settlement Problems (Except common area Drain Easements)		X
14	Exterior Lights (Walkway & attached dwelling)		X
15	Flashing	X	
16	Flu Caps on top of Chimney		X
17	Gutters & Downspouts (Replacement & Cleaning)	X	
18	Landscape - Maintain, Cut & Fertilize	X	
19	Landscape Replacement - Owner beds	X(3)	X(3)
20	Landscape Replacement Common Only	X	
21	Patio Walk-out basement)		X
22	Roof - Cedar Shakes	X	
23	Roof - Plywood		X
24	Roof - Protruding vents & pipes		X
25	Roof - Skylights & Weather Stripping		X
26	Siding (Replacement during paint cycle)	X	
27	Steps (Inspect, Repair and Replace concrete and/or brick, steps and stoop)		X
28	Treatment for insects (Inside or on Dwelling, regardless of source)		X
29	Treatment for insects (Outside Dwelling on common areas)	X	
30	White Trim Boards	X	
31	Window, Doors and Frames (Finish only)	X (1)	
(1) Any part of the door and frame which is part of the door including any weather stripping or seals is homeowner responsibility. (2) Association is not responsible for settlement. (3) Landscaping will be replaced as per builders original installation. Upgrades and additional areas are responsibility of homeowner. Effective November 2013, the Association will pay up to \$ 100.00 for a work order initiated from Management to the Association's Contractors; if it is determined the work investigated is not an Association responsibility the remaining cost will be assessed to the homeowner.			



RESIDENTIAL REALTY GROUP, INC.

the community management specialist



DATE: May 2019
TO: Greene Tree and Courtyard Residents
FROM: Board of Directors
RE: **POOL SCHEDULE:** Open 7 days a week
Saturday, May 25th through Monday, September 2nd (Labor Day)
Hours: Monday through Friday 11:00 am - 8:00 pm
Weekends & Holidays 10:00 am - 8:00 pm

Enclosed are the 2019 Pool Rules & Regulations and the Pool Registration form for your review and completion. Residents/Owners utilizing the pool this season *will be required to completely fill out the enclosed form and return it to our lifeguard, when the pool opens, for admittance into the pool.*

1. FILL OUT A REGISTRATION FORM AND RETURN IT TO OUR LIFEGUARD

- a. The pool registration form must be signed by every household member and must supply picture of children between the ages of 10 and 18 (unless they have a copy of driver's license or state issued I.D. card).
- b. Residents are defined as the owner of record, named tenant by lease agreement, or one who resides in the unit on a full-time basis.

2. ALL RESIDENTS AND GUEST MUST SIGN IN AT THE POOL LOGBOOK UPON ENTERING THE POOL

- a. You must show identification for verification of address. ***A current copy of a valid driver's license or state issued I.D. card is required for identification and proof of address.***
- b. The resident/owner **MUST** remain at the pool while their guests are present in the pool area.
- c. Guest Privileges shall be subject to the following limitation: **On weekends and holidays, only four (4) guests are permitted per unit. During the week, only six (6) guests are permitted per unit.**

Every guest using the pool must sign in the logbook (NO EXCEPTIONS). If residents have a specific issue with additional guests visiting, the resident must notify in writing, listing all names of guest and send to Residential Realty Group one-week prior of arrival for approval. The resident will be notified if the request is approved. If the resident's request is approved, the names will be sent to DRD for verification at sign in at pool

Please remember when using the pool, all owners/residents must provide positive identification, sign in at the pool logbook, and accompany and register all guests.

GREENE TREE POOL AREA IS "A SMOKE FREE ENVIROMENT"

We wish you a safe and enjoyable summer!

3600 Crondal Lane, Suite 103
Owings Mill's, Maryland 21117
(410) 654-4444
(410) 654-5666 Fax
1-800-464-0550



Email: info@residential-realty.com

P.O. Box 22838
West Palm Beach, FL 33416-2838

GREENE TREE POOL REGISTRATION FORM

Resident/Owners utilizing the pool this season will be required to fill out this form and return it to our lifeguard for admittance into the pool. All owners/residents must:

- Provide positive identification
- Sign in at the pool logbook
- Accompany and register all guests

1. ADDRESS _____

NAME & SIGNATURE OF ALL RESIDENTS RESIDING IN GREENE TREE 18 YRS OR OLDER:

_____ PRINT NAME	_____ SIGNATURE
_____ PRINT NAME	_____ SIGNATURE
_____ PRINT NAME	_____ SIGNATURE
_____ PRINT NAME	_____ SIGNATURE
_____ PRINT NAME	_____ SIGNATURE

2. TELEPHONE _____ EMAIL _____

3. <u>CHILDREN NAME(S) UNDER 18</u>	<u>AGE</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

*On behalf of myself, my family or my guest, I agree to abide by the rules and regulations for the pool.
I also acknowledge that I have read the 2019 Pool Rules and Regulations.*

Homeowners' Signature _____ Date _____

Homeowners' Signature _____ Date _____

Greene Tree Homeowners' Association, Inc.
Pool Rules 2019 Season
Revised 5/19

The following rules and regulations are for the benefit and protection of all Greene Tree residents and their guests to assure the safe and sanitary operation of the pool facilities. Your cooperation in observing all requirements will not only be appreciated but will also assure pleasant conditions in the pool and surrounding areas for you.

SCHEDULE:	Saturday, May 25th through Monday, September 2nd, 7 days a week	
HOURS:	Monday through Friday	11:00 am – 8:00 pm
	Weekends & Holidays	10:00 am – 8:00 pm

REGISTRATION AND IDENTIFICATION

1. All residents and guests are required to register via the pool registration form, sign-in log and provide picture identification upon entering the pool area. A current copy of a, valid driver's license or state issued I.D. card is required for identification and proof of address. **A pool registration form must be signed by every household member and must supply names and ages of children between the ages of 10 and 18 (unless they have a copy of driver's license or state issued I.D. card).** These forms will be kept on record at the pool. **Resident is defined as the owner of record, named tenant by lease agreement, or one who resides in the unit on a full-time basis.**

GUESTS

2. ***Guest Privileges are just that. Every guest using the pool must sign in the log book (NO EXCEPTIONS).** If residents have a specific occasion with additional guests visiting, the resident must notify in writing, listing all names of guest and send to Residential Realty Group one-week prior of arrival for approval. The resident will be notified if the request is approved. If the resident's request is approved, the names will be sent to DRD for verification at sign in at pool.

Residents shall be accorded the privilege of bringing guests subject to these Rules and Regulations and any other rules and regulations that the Management may decide to establish. Except as otherwise provided herein, Guest Privileges shall be subject to the following limitation: **On weekends and holidays, only four guests are permitted per unit. The resident/owner MUST remain at the pool while their guests are present in the pool area.** During the week, only six (6) guests are permitted per unit. On weekends and holidays, only four (4) guests are permitted per unit.

ASSUMPTION OF RISK

3. **All persons using the pool area do so at their own risk and sole responsibility.** Neither the Greene Tree Homeowners Association, the Management Company nor its agents assume any responsibility for accidents or injuries in connection with such use. Persons, who sign the pool covenant, agree with the Management to make no claim against it, or its agents, for or on account of any loss of life or personal injury or damage to or loss of personal property. Residents and their guests agree to use extreme care and caution in all acts concerning their activities in order to avoid mishaps to themselves or others.

DAMAGES

4. Owners of record, guests, lessee or lessee's guests are responsible for any and all property damage or loss and shall be held responsible for all costs. Costs will be handled in the same manner as assessments.
5. The Management, or its agents, will not be responsible for any loss or damage to personal property of any kind. Residents are cautioned against leaving unguarded valuables, as the Management, or its agents, assumes no responsibility for same whatsoever.

COMPLIANCE WITH RULES AND REGULATIONS

6. Residents will be held responsible for all actions of their children and their guests. Owners will be held responsible for all actions of renters, renters' children and all guests of the renters and/or their children including any damages caused by same.
7. Residents and their guests using the pool facilities do so with the understanding that they must comply with these Rules and Regulations. **The lifeguard has final decision in case of a problem.**
8. Mandatory hourly closing for testing: the pool will be shut down for 10 minutes each hour to test water quality in compliance with health department.

CHILDREN

9. **POOL AREA** Children under ten (10) years of age are not permitted in the pool area unless accompanied by a parent or guardian 18 years or older, who must remain with the children during the entire time they are in the pool area.
10. **POOL** Children five (5) years of age or younger are permitted in the main pool but must be attended by/supervised by and under the direct control of the parent/adult or a guardian 18 years or older. **Infants and children that are not toilet trained must wear appropriate swim diapers in the pool.** In the event of fecal contamination, the pool will be closed in accordance with the Health Department Regulations.
11. **PARENT** must closely watch children at all times.
12. **SWIM TEST** Parent/Guardian must accompany a non-swimmer in the water at all times. No child over five (5) years of age shall be allowed in the main pool, unless he or she can prove his or her ability to pass a deep-water test. **At anytime children may be required to take a swim test at the lifeguard's request in order to swim in the pool without a responsible party.**

HEALTH AND SAFETY

13. **SPLASH PAD** The splash pad is designed for infants and toddlers while **(AT ALL TIMES)** in the care of an adult. There shall be no roughhousing, undo behavior that puts anyone at risk (especially infants, toddlers and minor children).
14. **FLOATATION DEVICES** For the purpose of supporting non-swimmers, for safety purposes, floatation devices must be approved by the United States Coast Guard. If a child uses such a life vest, a parent or guardian must accompany the child in the water at all times.
15. **RUNNING & BALL PLAYING** No running, ball playing, wrestling or any undue disturbance – i.e. excessive splashing in or about the pool area will not be allowed.
16. **GLASSWARE** No glassware of any type will be permitted in the pool enclosure. All beverages or food brought into the pool area must be in paper or plastic containers and be consumed in designated areas. All trash must be disposed of in trash containers.
17. **TRASH RECEPTACLES** Trash receptacles are provided for refuse and must be deposited appropriately.
18. **PETS** Pets are NOT allowed within the pool area.

19. **WHEELED VEHICLES** Wheeled vehicles, such as bicycles, roller skates, skateboards, scooters, etc., are not allowed within the pool area.
20. **PERSONAL HEALTH** Residents are urged to check with his or her doctor regarding entering the heated pool.
21. **NO DIVING** No diving permitted whatsoever. The pool depth is 4 feet.
22. **SUSPENSION OF POOL RULES** The Head Lifeguard is responsible for strict enforcement of the rules. He/She has authorization to temporarily restrict any resident or guest of use of the facility. A written statement is to be filed with the Community Association within twenty-four (24) hours if such action is taken.
23. **A LIFEGUARD MUST BE IN ATTENDANCE** The pool is never to be used unless the lifeguard is in attendance. All swimmers shall exit the pool when the lifeguard leaves his/her station or upon the lifeguard's request.

GENERAL

24. **RIGHT TO REFUSE ENTRY** The lifeguard, pool committee chairperson and the management reserve the right to refuse entry to and/or deny pool privileges to anyone, in their sole discretion, if they deem it necessary for safety or conformance with the rules.
25. **LIFEGUARD'S DECISION** All residents and guests must abide by and actively support any and all decisions made by the lifeguards. **In the event someone is requested to leave and refuses to do so, he/she will be considered to be trespassing, and it may then become necessary for the lifeguard to call the Baltimore County Police for assistance. IF ANY RESIDENT HAS AN ISSUE WITH THE LIFEGUARD'S DECISION YOU MUST CONTACT THE BOARD OF DIRECTORS OR MANAGEMENT COMPANY TO RESOLVE THE ISSUE. CONFRONTATION WITH THE LIFEGUARD MAY RESULT IN SUSPENSION OF POOL PRIVILEGES.**
26. **NO RESERVING OF CHAIRS** The use of chairs and chaises at the pool is for all persons. No reserving or holding of chairs by means of towels or any other method will be allowed. No chairs or chaises should be removed from the pool area.
27. **PRIVATE PARTIES** No private parties are permitted during regular pool hours. Call Residential Realty Group for details.
28. **CHILDREN ENTREPRENEURS** Children may, by application and approval of the Pool Committee, setup a concession stand at the pool at an approved time and location.
29. **POOL CLOSURE** The pool may not be opened at any time unless there is a currently certified lifeguard under contract with the pool management company, which is retained by the management.
30. **COMPLIANCE OF RULES** Residents and guests may use the pool facilities with the understanding that they must comply with all the rules and regulations promulgated by the Municipality, the County, the State, and the Community. Failure to comply with the foregoing rules and regulations will result in the violator being barred from using the pool facilities.
31. **REPAIRS** The pool may be closed at any time due to mechanical breakdown, operational difficulties, or inclement weather. The decision is at the sole discretion of management.
32. **RULES & REGULATIONS** The Association may re-appraise these rules and regulations at any time and they are subject to change without written notice. Any new rules will be posted at the pool.

GREENE TREE HOMEOWNERS' ASSOCIATION, INC.
LANDSCAPE POLICY

Owners own their front lawn which is considered private property. In addition, owners own approximately 15 feet on side yards, where applicable, and 15-20 feet in their rear yard. In many situations backyards meet from one building to another with no common area in between. Exact private property footage can be found on the lot survey that owners should have received at settlement. The rear lawns are the owners responsibility to maintain.

Association is responsible for:

- A. Complete maintenance of common areas as is, cut, natural, pristine
- B. Cutting front yards, side yards, & as a convenience for owners' rear yards
- C. Seeding once a year on front, side, and areas with established grass in rear yards
- D. Pruning trees and shrubs, 2x a year up to 20ft.
- E. Native trees or trees over 20 ft, 1x a year or every several years
- F. Replacing original (builder size and type) shrubs and trees when dead
 - a. End Homes - between owners' sidewalk & house foundation one-on-one
 - b. Middle Homes - front area landscaping next to home one-on-one
 - c. Shrubs in front of Air Conditioning unit
 - d. Trees between decks
 - e. The Association has a replacement allowance of: \$425 for a tree and \$45 for a shrub. If an owner would like an upgraded tree or shrub, owners may choose to take the allowance and pay the difference.

Owners are responsible for:

- A. Upgrading their property landscaping
- B. Correcting all grading and drainage on private property
- C. Replacing and maintaining beds that are completely overgrown
- D. Replacing and maintaining all non-original upgrades, aka additional landscape installed by owners
- E. Watering any replaced bushes, trees, and seeding, on the property, and any common areas within reach, whether replaced by Association or homeowner, i.e. 2/3x's a week for 25 minutes during early morning or afternoon until established
- F. Watering private lawns 2 to 3x week for 20 minutes depending on weather

Grassy areas, trees, plantings beds change over time due to maturity of landscape: the Association will maintain these areas as needed or suggested which might be different from the original landscape. Areas where there is excessive shade, may not grow grass.

If needed, Owners are responsible for the cost of replacing all private pipes, lines, cables, etc. to their homes and the cost of repairs to landscaping.

Owners are responsible for the cost of burying downspouts up to the common area on their property.

Owners are responsible for completing an Architectural Change Application for all exterior changes.

Greene Tree

Master Insurance Dec Page





CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
09/11/2025

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

PRODUCER  Mike Sawyer 10194 Balto Natl Pike Ste 102 Ellicott City, MD 21042-3655	CONTACT NAME: Mike Sawyer PHONE (A/C, No, Ext): (410) 461-6100 FAX (AC, NO): (410) 750-8990 E-MAIL ADDRESS: mike.sawyer.g13i@statefarm.com PRODUCER CUSTOMER ID	
INSURED GREENE TREE HOMEOWNERS ASSOCIATION C/O RESIDENTIAL REALTY 405 E JOPPA RD STE 100 TOWSON, MD 21286-5465	INSURER(S) AFFORDING COVERAGE INSURER A : State Farm Fire and Casualty Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 25143

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
REFER TO ACORD 101.

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	☒ PROPERTY CAUSES OF LOSS DEDUCTIBLES				☒ BUILDING	\$ 1,088,600
					PERSONAL PROPERTY	\$
	☐ BASIC	BUILDING \$1,000,00			BUSINESS INCOME	\$ SEE ACORD 101
	☐ BROAD	CONTENTS			EXTRA EXPENSE	\$ SEE ACORD 101
	☒ SPECIAL				RENTAL VALUE	\$ SEE ACORD 101
	☐ EARTHQUAKE				BLANKET BUILDING	\$
	☐ WIND				BLANKET PERS PROP	\$
	☐ FLOOD				BLANKET BLDG & PP	\$
						\$
						\$
	INLAND MARINE	TYPE OF POLICY				\$
	CAUSES OF LOSS					\$
	☐ NAMED PERILS	POLICY NUMBER				\$
						\$
	CRIME					\$
	TYPE OF POLICY					\$
						\$
	☒ BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
						\$
						\$
						\$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
REFER TO ACORD 101.

CERTIFICATE HOLDER

CANCELLATION

RESIDENTIAL REALTY 405 E Joppa Rd Ste 100 Towson, MD 21286-5465	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE IF SIGNATURE IS REQUIRED, PLEASE CONTACT AGENT.

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Mike Sawyer		NAMED INSURED GREENE TREE HOMEOWNERS ASSOCIATION	
POLICY NUMBER 90-BE-N350-9			
CARRIER State Farm Fire and Casualty Company	NAIC CODE 25143	EFFECTIVE DATE: 09/01/2025	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 24 **FORM TITLE:** Certificate of Property Insurance

Unit Owner:

Proof of Insurance - Any Address - Pikesville, - MD - 21208 - Unit Loan Number: Proof Insurance - Number Of Units: 0198

Association Type: Residential Community Association Policy

Forms, Options and Endorsements:

CMP-4100	Businessowners Coverage Form
CMP-4220.2	Amendatory Endorsement
CMP-4550	Residential Community Assoc
CMP-4508	Money and Securities
CMP-4561.4	Policy Endorsement

Forms, Options and Endorsements:

CMP-4814	Dir & Officers \$2,000,000
FE-6999.3	Terrorism Insurance Cov Notice
CMP-4710	Emp Dishonesty \$100,000
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 Covenants, Conditions, and Restrictions (CC&Rs) 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.

Greene Tree

Architectural Guidelines



RESIDENTIAL
REALTY GROUP, INC.

GREENE TREE HOMEOWNERS' ASSOCIATION
ARCHITECTURAL STANDARDS RULES AND REGULATIONS

(Revised March 2022)

A. ARCHITECTURAL CONTROL All Architectural changes, including landscaping, must get written approval from the Architectural Review committee and/or the Board of Directors. Detailed plans must be submitted showing the nature, kind, shape, dimensions, material, color, and location together with estimated costs and the designation of the party to perform said improvement.

The Architectural Review Committee shall consider applications for approval of plans based on conformity, harmony of external design with existing structures and for general aesthetic value. Durability of materials, workmanship, changes in drainage, and public health and safety, etc., shall be considered.

Request forms should be submitted to Residential Realty Group, 3600 Crondall Lane, Suite 103, Owings Mills, MD 21117. As soon as management receives the request, it will be forwarded to the committee, and a final response will be forthcoming within an appropriate time frame.

Listed below are the community Architectural Restrictions, Policies and Enforcement. These standards have been extracted in summary form from the Declaration of Covenants, Conditions & Restrictions (11/30/84) and the First Amended & Restated Declarations of Covenants related to Greene Tree (1/5/85). Please refer to documents for complete details.

B. ENFORCEMENT OF COVENANTS, AND THE RULES & REGULATIONS All residents and their guests are obligated to observe the Covenants, the Rules & Regulations and Guidelines. The Association shall have the right to abate or remove any violation by any member at the cost and expense of such member. The Association shall also have the right to fine persons violating any covenant with the authority to create a lien against such lot and collect in the same manner as an assessment.

C. RESTRICTIONS

1. ALARMS No exterior alarm or bell or other signaling devices shall be erected, or maintained on any lot without the prior written consent of the Board of Directors. False alarms will be fined by the police after the second incident. A small lawn sign indicating that a property is monitored by an alarm company is allowed. The sign can be no more than 2.5 feet high and must be positioned in a landscaping bed as close to the front door or garage as is reasonably possible.

2. BENCHES All benches must be submitted to the Architectural Committee for approval and must be kept clean, in good repair and on or adjacent to the front walkway.

3. CONTRACTORS AND VENDORS Owners who have any problems with subcontractors, employees, gate monitors, etc., should not confront the respective person. Please report any disputes or problems in writing to the Board of Directors for proper action in care of Residential Realty Group, Inc., 3600 Crondall Lane, Suite 103, Owings Mills MD 21117.

Please do not disrespect or confront contractors or employees.

Personal vendors, car washers, detailers, etc. hired by owners may start after 9:00 A.M. on weekends and 8:00 A.M. on weekdays.

4. DECK CLEANING AND SEALING & SPECS The Association will clean and seal wood decks only when a home is in an approved paint cycle. It is recommended that owners annually clean and seal wood decks by low-pressure solution washing. Composite decks should be cleaned per manufacturer instructions.

Wood Deck Sealant — For wood decks in the paint cycle prior to 2015, owners must use “BEHR-Premium-color Woodbridge Solid Hyde self-priming”, code for color is #DP-530 which may be purchased from Home Depot. For decks stained in paint cycle 2015 and after, owners must use Solid Hyde “Premium-SC117 Russet” from Home Depot. Owners who apply acrylic-based products to their decks will be fully responsible for their decks. During your paint cycle, the Association will take responsibility for the sealing of decks due to weathering and aging.

5. DECK DECORATIONS & STORAGE Residents are free to decorate their decks according to personal taste. However, nothing should be attached to the walls of the house and statues should not exceed the height of the railing. Nothing may be stored under the deck. Homeowners may store one extra LP Gas container on the ground near the deck, but it must be in new condition.

6. DECK REPLACEMENT/ENLARGEMENT - An Architectural Form and all requested drawings must be submitted. Owners may submit a request to enlarge rear decks. Owners must have neighbors on each side sign and acknowledge the architectural request form.

Drawings must include design, dimensions of current deck and dimensions of proposed deck, showing location of each and a detailed sketch or blueprint, a sample of actual material of deck and railing color, the name of the contractor and evidence of a permit.

Decks must be constructed so that all footers are hidden underneath the ground.

A layer of gravel under a deck helps prevent water penetration into the home. It is strongly recommended that homeowners inspect this area and replace it as necessary. New decks must include a layer of gravel that matches the new dimensions of the deck. The approved stones are available at both Home Depot (Vigoro Decorative Stone Marble Chips) and Lowes (Gardenpro by Harvest Marble Rock).

New decks made of wood must be stained the approved color within three months, or, if the deck was built in late fall, when warm weather arrives in the spring.

7. DECK REPLACEMENT MATERIAL - An Architectural Form and all requested drawings must be submitted. Owners are responsible for all repairs & replacement of decks. No deck may be started prior to approval. Upon completion, notify RRG for inspection.

- a. **Cedar:** Sealer-BEHR SC117 for decks in paint cycle 2015 and after.
- b. **#1 Pine:** Effective 7/05, owners may replace decks with #1 treated Pinewood. The useful life of Pine Decks is significantly less than Cedar. Decks must be maintained and replaced as soon as needed by the homeowner.

c. **Composite:** Effective 4/2016, owners may replace decks with composite decking. The Board has approved two different shades for decks constructed of composite fiber.

The darker shade:

1.

Timbertech (Azek) Kona for boards with either Azek Kona or Trex Vintage Lantern for railings or

2. Trex Vintage Lantern for both boards and railings

The lighter shade:

1.

Timbertech (Azek) Dark Teak for boards with Trex Treehouse railings or

2. Trex Treehouse for both boards and railings

NOTE: IF YOU ARE JUST REPLACING BOARDS ON THE DECK WITH THE SAME MATERIAL AN ARCHITECTURAL FORM IS NOT NECESSARY.

8. DUMPSTERS & PODS All dumpster and POD use must have pre-approval by Board of Directors with a request form submitted. Disposal or storage containers must be delivered and picked up on the same day. Owners must send a request in writing for exceptions and receive written approval from the Board of Directors. Damage to driveways, lawns or roadways will be the responsibility of the homeowner.

9. EXTERIOR LIGHTS

a. House Lights – Contact Residential Realty Group for house light replacement for the front, garage and back of home.

b. Deck Lights – All must be submitted for approval to the Architectural Review Committee with drawings and specifics.

c. Walkway Lights - Original path lights on end units must be properly maintained. Lights should be upright (a supporting stake with an unobtrusive tie is fine) and facing the sidewalk. Original lights should be installed so that the bottom of the lantern is at least 15 inches above the ground.

If the glass panes are missing, new glass should be installed; if that's not possible, new fixtures should be purchased. Even if only one light is damaged, all landscape lights should be replaced so they match.

The original path light has been discontinued. If the original lights must be replaced, a homeowner can either buy the higher lantern-style path light as a replacement or smaller, ground level garden lights. Lights must be installed in accordance with local and national electrical codes .

Under our current regulations, homeowners may choose between two products:

1. Traditional replacement path light (low voltage): <https://www.hinkley.com/1555cb-ll.html>
2. Garden Light (low voltage): <https://www.lowes.com/pd/Portfolio-2-Watt-Bronze-Low-Voltage-LED-Path-Light/1001113942>

Owners of end units may install a maximum of five lights in the bed between the sidewalk and the house—one near the front door, one near the driveway, one at the corner, and, if desired, two in between. If ground lights are chosen, the top of the fixture cannot be higher than 11 inches from the ground. All bed lights must be evenly spaced and upright. No lights may be installed in the grass on the other side of the sidewalk or along the driveway. No lights are permitted in the landscape beds of any center unit.

Additional lighting in end unit mulch beds not visible from the street may be allowed if a plan is submitted for approval.

Only white lights may be installed and may not be excessively bright (maximum 25 watts per lamp).

Neither Greene Tree Homeowners Association nor its contractors or subcontractors will be responsible for damage to lighting that may occur during such operations as mowing, landscaping, or snow removal.

10. FENCES No fences, walls or hedges shall be erected, except for Electronic Fences which must be on an owner's private property. A location survey must be submitted with the request to verify that the electric fence is within boundaries. Any damages that occur to the electric fence during any type of Greene Tree maintenance will be the owner's responsibility.

11. FIREWOOD Firewood may be stored in the rear of a lot, properly elevated, and stacked off the grass near the chimney area not touching the house or deck. No wood may be stored under the deck. Owners are responsible to check firewood for termites, rodents, ants, etc. and dispose of infected wood annually. If a tarp is used to cover wood, it must be a neutral color and made from breathable materials, no plastic.

12. FRONT OF HOUSE In the front of the house there shall be no items on walkways, on front lawn, in trees, or in tree beds. The only exceptions are flowerpots and a bench or chair adjacent to the walkway. One decorative item, such as a sculpture of a pet, or a handcrafted art object, is allowed on a front porch. The item may not be more than 20 inches tall. The architectural committee reserves the right to disallow any item whose appearance is found to be objectionable by a majority of architectural committee and/or board members.

13. GARAGE Each owner shall keep his garage area in a neat, orderly condition with all storage areas completely enclosed. Garages shall be used only for the parking of operative motor vehicles. The garage door shall be kept shut except when opened for temporary entry or egress.

14. GARAGE DOORS Doors may be purchased from Fred C. Johnson Co. 410-799-2126.

a. Wood – Garage door is owner's responsibility to replace. The original construction installed a Masonite wood door, recessed panel, in white. Owner must contact Association to paint if door is in grey group.

b. Steel Insulated – Effective 3/02, owners may replace garage door with an insulated C.H.I. steel door #2290 series, with recessed panel in white or dove grey (depending on which siding group the replacement door is in). Steel doors have the factory finish color. While no painting is necessary, the doors will be painted in the paint cycle to maintain uniformity.

15. GENERATORS/EMERGENCY OR BACK UP POWER SYSTEMS All Greene Tree homes are allowed to install emergency or back up power systems. All requests must be approved by the Board of Directors before installation. NO portable generators are allowed.

16. GUARDHOUSE We do not offer security; however, a Gate Monitor is available from dusk to dawn. Gatehouse phone 410-486-2985.

a. Visitors shall use the visitor's lane and shall proceed only after the gatehouse monitor has called the respective owner for notification and acceptance of visitor.

b. Owners that are expecting several guests should supply a written list to the guard prior to the event.

c. Owners who are going to be out of town for an extended period of time should contact the Management Company and/or a neighbor/Board Member with proper contact information in case of an emergency.

d. The Board of Directors has the right to deny entry to anyone for just cause.

17. HANGING BASKETS Hanging baskets should be limited to one on interior units and two on end units and should be attached by a bracket or chain. The basket along with the bracket or chain should be removed when living flowers are absent. Homeowners proposing to exceed the specified limits should submit a request to the Architectural Committee.

18. HOSE REELS Portable hose reels should be removed and out of sight when not in use.

19. LAWN ARTICLES Only customary lawn furniture and/or barbecue grills may be kept or stored only in the rear yard of a lot or on a deck. (When storing articles in your yard, they should be within ten feet directly behind your home.)

20. NEWSPAPERS It is the owner's responsibility to remove all newspapers and fliers from driveways and lawns promptly.

21. NOXIOUS ACTIVITY No owner shall permit anything or condition to exist upon a lot which shall induce, breed, or harbor infectious plant diseases or noxious insects, including, without limiting the generality of the foregoing, any standing water, puddles or containers of water, which may harbor mosquito larva. No items or materials shall be hung nor any rugs or other materials on any exterior railing, or on the outside of any exterior window.

22. PETS (REFER TO LETTERS DATED 5/2016 FOR RULES REGARDING PETS, Letter attached.) No more than two dogs, cats, or similar domestic pets may be kept on a lot provided that they are not kept, bred or maintained for commercial purposes. No structure for the use of any animal shall be visible from any street or lot. No animals shall be permitted outside unless under the control of a responsible person and restrained by a leash or similar device. No pet shall become a nuisance. By request of an owner, the Board of Directors shall determine if a pet is a nuisance. Owners shall promptly clean up all litter deposited on any lot and common area by their pets. Pets will be walked in approved areas only. For more specifics, see separate Pets Letter found in Community Information/Property Policy.

23. PARKING Owners should park a car in the garage, driveway, or numbered spot. Owners with more than two cars may not use guest spaces and should park on the street, however, NOT IN FRONT OF ANOTHER NEIGHBOR'S HOME. Motorcycles may only be parked in the standard spaces used by cars.

24. PIPE BREAKS Owners are responsible for any and all pipe breaks that occur from the main water cut off valve to the owner's house. Original construction installed polybutylene water pipe in front of the house. If this pipe has not been replaced and it ruptures it is the owner's responsibility to replace and repair the lawn, driveway, and sidewalk. Owner must call a private plumber to repair, as it is your private property.

25. POOL & TENNIS Owners are obligated to observe all pool and tennis rules. Rules are distributed prior to each season. If you need a copy, please contact Residential Realty Group.

26. RADON SYSTEMS An architectural form and drawings must be submitted indicating location and description of vent pipe. The Architectural Chairman may approve, if the vent description and location does not impact the appearance of the community.

27. RAILING Owners may submit an Architectural Request form to add a black railing at the front door on one side. Only end units may install freestanding railings; inside units must install railings that mount into the wall on the garage side of the house. Railing and hardware must not rust or stain concrete. In the event the Association must repair a concrete pad supporting a railing, owners will be responsible for the reinstallation of the railing.

28. RENTALS Rentals are discouraged; however, an owner may rent his lot to a single family for one year or more. No short-term rentals. This obligates owners' tenants to observe all Greene Tree documents, standards, rules and regulations. Leases must be sent to the Board of Directors, along with proof that renter has received all documents. Owners are responsible for all their renters and guest's behavior and conduct.

29. SATELLITE DISH Satellite dish installations shall be submitted to the Architectural Committee and shall conform with Greene Tree location survey and all FCC regulations. All wires must be run on interior of home. The Association has no responsibility for dish or wiring.

30. SIGNS No sign of any kind shall be erected, displayed, or maintained on any lot except with prior written consent of the Board of Directors. As of November 2007, the Board instituted a temporary resolution allowing "OPEN HOUSE" signs with the following guidelines: 1. Must be professional or realtor sign. 2. Color must be white with red lettering. 3. Maximum size—23" long by 6" high. 4. Posting the sign is allowed only for the duration of the open house; sign must be put up directly before and removed directly after the open house. 5. The homeowner will be subject to a fine for any violation of these guidelines.

31. SOLAR PANELS At this time, solar panels are not permitted in Greene Tree.

32. SPEED LIMIT – 15 MPH The approved speed limit at all times in the Greene Tree community is 15 MPH. Owners are responsible to inform their guests and contractors. Owners should report, in writing, all violators' tag numbers to Residential Realty Group. There are no common sidewalks in Greene Tree; owners and children walk in the streets.

33. STORM DOORS The approved Greene Tree storm door is a bronze, full lite, high impact solid wood core with baked on enamel finish door with black, bronze, or gold hardware. A dead bolt lock is recommended. Rear storm doors should be white full view solid core doors.

34. TENTS Professional temporary tents may be allowed with written approval by the Board of Directors.

35. TOYS, BASKETBALL HOOPS, ETC. Owners must store out of sight all children's toys, basketball hoops, equipment, etc., *immediately after use*. No exceptions.

36. TRASH Trash must be stored in airtight containers and shall comply with the requirements of Baltimore County. All containers must be brought back in before dark on the day of pick-up. Recyclable articles must be placed in recyclable containers.

Trash may be put out the night before the day of pick-up; however, no containers shall be put out before dusk. Owners will be fined. In addition, no accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted on any lot.

37. UTILITIES

- a. **Cable** – If cable/phone is disrupted in your home or broken utility boxes in any yards or common areas contact Verizon or Comcast.
- b. **Electric** – If electricity is disrupted in your home or there is an outage of any street light call BGE at 1-800-0123.
- c. **Gas** – If there are any gas problems in your home or neighborhood call BGE immediately.
- d. **Street Light Out** – Contact BGE 1-800-685-0123 and give them the closest address or pole number.

38. WIND CHIMES Wind Chimes are permitted but not encouraged and if they disturb neighbors they may be removed by the Board of Directors.

39. WINDOWS NEW/REPLACEMENT

- a. **Partial Replacement** – If one or several windows are to be replaced, the presently installed Anderson 200 Series or the Pella 400 Series are both acceptable. They must be wood clad, exterior finish color white, grilles must match current inserts, and must have full screens.
- b. **Full Replacement** – The Architectural Committee will consider windows proposed by the homeowner. Inserts of the current Anderson Series 200 windows are acceptable. Should the homeowner have a different preference, they will be responsible for providing a sample and

product specifications for committee review. The glass part of the replacement window should be as close to the size of the current window as possible. Similarly, the exposed exterior trim should closely match existing trim. All replacement windows must have grids that match the present windows and full screens of a neutral color that match the current screens in thickness and color.

- c. **Replacement of Large Window Areas without Full Replacement** – The Architectural Committee will review proposals to replace windows in a large area, defined as all windows in the front of the home, all windows at the rear of the home, or in the case of an end unit, all windows on the side of the home, using the criteria for full house replacement noted above.
- d. In all cases the homeowner will be responsible for repairing or replacing any white window surround or siding if the process of installing windows causes any damage to the exterior of the dwelling.
- e. The homeowner should be advised of the conditions and limitations of the above standard as an enclosure to the approval letter.

40. WINDOW SHADES, WINDOW SCREENS, WINDOW GRIDS Owners shall place appropriate white or neutral in color, customary window shades, shutters, or drapes, and remove inappropriate coverings visible from outside the owner's lot. Window screens shall be in good condition and neutral in color. Over time, the removable grids for some windows and doors in Greene Tree have broken, and new grids that fit can no longer be found. While grids should be present on all glass panes, certain doors and windows do not require replacement just because a grid is missing. This exemption applies to: rear glass sliding doors, French doors, and the decorative architectural windows that cannot be opened—the arched and octagonal windows found on Darby units, the semi-circular windows found on Carlyle units, and the small square window found on Barclay units. All other windows must have grids.

41. WINDOW BOXES Window boxes must be either stained natural or painted white, must be the full width of the sill, and must be installed without permanent brackets. No plastic or artificial flowers are permitted. Plantings must be watered and dead-headed on a regular basis. Dead flowers must not be noticeable. Boxes must be removed when empty or no longer in bloom. Boxes are subject to evaluation by the Architectural Committee.

42. VEHICLES No boat trailers, commercial vehicles, recreational vehicles, trucks, or inoperative vehicles of any kind shall be regularly parked or stored on any street or on any lot, or in a garage, nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon.

**GREENE TREE HOMEOWNERS ASSOCIATION
ARCHITECTURAL LANDSCAPE REQUEST APPLICATION**

THIS APPLICATION IS NOT AUTHORIZED UNTIL APPROVED BY THE ARCHITECTURAL OR LANDSCAPE COMMITTEE

All approvals are from Greene Tree only; owners must obtain necessary permits from county or state governments. Permits must be emailed to Residential Realty Group with application.

Owners who have made changes to their homes without approval does not mean the changes are acceptable. The Architectural or Landscape Committee has right to request the removal of any violations, have a hearing and fine process initiated, or enter the property and remove any structure in violation as authorized In the Documents.

This application will not be reviewed until all the proper paperwork has been submitted.

NAME _____

ADDRESS _____

CITY _____ **STATE** _____ **ZIP** _____

DATESUBMITTED _____ **PHONE:** _____

EMAIL _____

REQUIRED ITEMS TO SUBMIT

Describe below the changes you propose to make to your property, including location, the present dimensions of the old and new structure, a sample of materials, and contractor information. Attach a detailed professional sketch or blueprint of your plan, showing the relationship of the old structure and showing where the new structure relates within its dimensions. The committee will retain all submitted requests for official records.

PROPOSED COMPLETION DATE OF PROJECT: _____

NEIGHBOR ON EACH SIDE INITIAL & ACKNOWLEDGE REQUEST: 1. _____ **2.** _____

All architectural changes shall be maintained by the homeowner. The Association has no responsibility to maintain or repair any damage for any reason. If Association should require access to original setting, the homeowner shall allow access at their expense.

Please return this completed form to: RESIDENTIAL REALTY GROUP, INC. 405 E Joppa Rd, STE 100
Towson, MD 21286

ACTION TAKEN BY ARCHITECTURAL or LANDSCAPE STANDARDS COMMITTEE:

DISAPPROVED: _____ **APPROVED:** _____ **DATE:** _____

Follow-up inspection at completion: _____

FAX: 410-654-5666 Email: aknight@residential-realty.com