MD HOMEOWNERS ASSOCIATION RESALE CERTIFICATE

Valleywood at 5 Farms HOA Inc.

Current Owner: Estate of John Nagengast
Property Address: 2249 Chapel Valley Ln
Timonium, MD 21093-2963

Requestor Name: Shannon Stamm
Requestor Phone: 410-296-8440

Date Prepared: 10-22-2026

This Resale Certificate is being furnished to the selling unit owner named above by the Association.

The following items are attached to this certificate:

1. A copy of the Articles of Incorporation
2. A copy of the Declaration (other than plats)
3. A copy of the by-laws; and
4. A copy of the rules and regulations of the association
5. The following information should be conveyed by the selling unit owner to the purchaser.

1. Is the lot located in a development?

   Yes

2. The selling unit is subject to a common expense assessment as follows:

   $450.00 per quarter due on the 1st day of each quarter.

3. As of the date of this Certificate, the following unpaid common expenses, or special assessments, adopted by the Association is:

   Please order a Payoff prior to settlement for the current balance due, and amounts to collect.

   The account has a balance of $485.00 as of 10/22.

4. Common expense assessments will continue to accrue in the stated amount, subject to the adoption of any budget changes, and will be due and payable by the selling unit owner until the selling unit has been conveyed. **Yes**

5. Assessments which become due and payable after the date of this Certificate and prior to the conveyance of the selling unit, and which remain unpaid by the selling unit owner, may constitute a lien against the selling unit. If unpaid, this accrual must be added to the unpaid amount, if any, stated above, as of the date of conveyance of the selling unit. **Yes**

6. Other than common expenses and special assessments, the following fees are payable by the unit owners to the Association:

   None

7. Capital expenditures approved by the Association planned at the time of conveyance which are not reflected in the current operating budget are:

   None

8. Attached is the most recently prepared balance sheet and income expense statement (dated as):

   September 2026

9. The current operating budget of the Association is attached and is for fiscal year:

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2026

10. Does the budget include the current reserve study report or a summary of the report, a statement of the status and amount of any reserve or replacement fund?

    Yes

11. Unsatisfied judgments as of the date of this certificate are listed here. As of the date of this Certificate, the Association is a party to the following pending lawsuits, excluding assessment collection suits:

    None

12. The insurance policies provided for the benefit of the Association can be obtained from:

    State Farm Fire and Casualty Company
    Jeff Brent
    Office: 410-544-7174 Fax:410-544-7186
    Email: rj@jeffbrentinsurance.com

13. The policy is available for inspection during normal business hours at the offices of D. H. Bader Management, Inc., 10480 Little Patuxent Parkway, 10th Floor, Suite 1000, Columbia, MD 21044. The terms of the policy prevail over the description given in this Certificate.

14. The Council of Unit Owners has knowledge that the following alteration or improvement to the selling unit, or to the limited common elements assigned to the selling unit, violates a provision of the declaration, by-laws, or rules or regulations:

    Lawn requires mowing - front and back. Must stay maintained.

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

    None

16. The recreational or other facilities which are to be used or maintained by the unit owners or the Association are:

    None

17. To the best of the knowledge, information, and belief of the Board of Directors of the association, and its agents engaged in the preparation of this Resale Certificate, the statements contained in this Certificate are accurate and complete as of the date of issuance.

MD HOMEOWNERS ASSOCIATION RESALE CERTIFICATE

Valleywood at 5 Farms HOA Inc.

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

a. Architectural changes, design, color, landscaping, or appearance;
b. Occupancy density;
c. Kind, number or use of vehicle;
d. Renting, leasing, mortgaging, or conveying property;
e. Commercial activity; or
f. Other matters.

TO BE COMPLETED BY THE SELLING UNIT OWNER

The selling unit owner has knowledge that the following alteration to the selling unit or to the limited common elements assigned to the selling unit violates a provision of the declaration, by-laws, or rules and regulations:

The selling unit owner has knowledge of the existence of the following violation of the health or building codes with respect to the selling unit or the limited common elements assigned to the selling unit:

The information above was obtained by the following representative of the project's Homeowners Association

Name: *Kristyn Alahouzos **Phone: 301-953-1955 Ext: 315**

Title: AR Manager **Date: 10-22-2026**

*Kristyn Alahouzos

Signature

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MD HOMEOWNERS ASSOCIATION RESALE CERTIFICATE

Valleywood at 5 Farms HOA Inc.

Comments

THIS DISCLOSURE IS INTENDED FOR RESALE PURPOSES ONLY. THIS DISCLOSURE DOES NOT REPRESENT A DISCLOSURE OF INFORMATION TO A PROSPECTIVE BUYER AND SHOULD NOT BE RELIED UPON BY A PROSPECTIVE BUYER. A PROSPECTIVE BUYER SHOULD SEEK THE APPROPRIATE INFORMATION FROM THE SELLER OF THE PROPERTY.

PLEASE BE SURE YOUR TITLE COMPANY ORDERS A CLOSING STATEMENT PRIOR TO CLOSING.
*PLEASE NOTE THERE IS A $125.00 TRANSFER FEE TO BE COLLECTED FROM NEW OWNER AT SETTLEMENT

THE RESPONSES HEREIN ARE MADE IN GOOD FAITH AND TO THE BEST OF MY ABILITY AS TO THEIR ACCURACY.

Approved Resolutions
Valleywood at 5 Farms HOA Inc.

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

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Order: KJXBHB327

Architectural Guidelines
Valleywood at 5 Farms HOA Inc.

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Articles of Incorporation
Valleywood at 5 Farms HOA Inc.

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LR - HOA Dep Amendment 25.00
HOA Name: Valleywood at Five Farms Homeowners Assn
Ref:
Total: 25.00
08/20/2024 09:15 CC03-CC
#12349761 CC0301 -
Baltimore County/CC02.01.04 -
Register 04

Corrected
THIRD AMENDED BY-LAWS

OF

VALLEYWOOD-AT-FIVE FARMS HOMEOWNERS' ASSOCIATION, INC.

(A MARYLAND CORPORATION)

hereinafter referred to as "Association"

ARTICLE I. MEMBERS

Section 1. Annual Meetings of Members.

The annual meeting of the Members of the Association for the election of Directors and for the transaction of general business shall be held each year on the first Tuesday of December or on such other date and at such time and place, within the State of Maryland, as may be determined by the Board of Directors. Annual Meetings shall be general meetings, that is to say, open for the transaction of any business within the powers of the Association without special notice of such business, except in any case in which special notice is required by statute or the Articles of Incorporation.

Section 2. Special Meetings of Members.

Special meetings of the Members of the Association may be called at any time by the President or by a majority of the Board of Directors, either by vote at a meeting or in writing, or by a majority of the Executive Committee (if created pursuant to the By-Laws), either by vote at a meeting or in writing. Upon request in writing, signed by twenty-five percent (25%) of the Members entitled to vote, and delivered to the President or Secretary, the Secretary or Assistant Secretary shall call a special meeting of Members, at the expense of the Association, to take place within forty-five (45) days of the date of the delivery of the request to call a meeting to the President or the Secretary. Such request shall state the purpose of the meeting. Notice thereof shall be given as provided in Section 3 of this Article I. Business

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other than that stated in the notice of the meeting shall not be transacted at any special meeting of the Members. Special meetings of the Members shall be held at such place within the State of Maryland as may be determined by the Board of Directors. Special meetings may also be called in accordance with applicable provisions of the Annotated Code of Maryland.

Section 3. Notice of Meetings of Members.

Not less than ten (10) days and not more than forty (40) days written notice of every annual meeting and of every special meeting of the Members shall be sent to each Member having voting rights whose name appears as a Member of record upon the books of the Association at the close of business on the date fixed by the Board of Directors for the determination of Members entitled to notice of such meeting in accordance with the provisions of these By-Laws. If such a date has not been established by the Board of Directors for such purpose, then the Members whose names and addresses appear on the books of the Association twenty (20) calendar days prior to the date when the notice is given shall be considered as the Members entitled to such notice.

Notices of annual or special meetings shall state the place, day and hour of such meeting. In the case of a special meeting, the notice shall also state the business proposed to be transacted at the special meeting. Such notice shall be given to each Member entitled to vote, by leaving the same with him or at his residence or usual place of business, or by mailing the notice postage prepaid and addressed to him at his address as it appears upon the books of the Association. Provided the Board of Directors gives the Association the authority to provide notice by electronic transmission and the Member gives the Association prior written authorization, notice of annual or special meetings may be transmitted to such member by electronic transmission to any address or number of the Member at which the Member receives electronic transmission. . Notice of the time, place or purpose of any meeting of Members, whether required by law, by the Charter, or by these By-Laws, need not be given to any Member who

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attends in person, or by proxy, or who, in writing, executed and filed with the records of the meeting, either before or after the holding thereof, waives such notice. Notice of any meeting, regular or special need not be given to any Member who is not entitled to vote at said meeting.

Section 4. Quorum at Members' Meetings.

At any meeting of Members the presence, in person or by proxy, of the holders of not less than ten percent (10%) of all Members having voting rights at such meeting shall be necessary and sufficient to constitute a quorum for the election of Directors or for the transaction of other business, except as otherwise provided in the Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions (the "Declaration"), these By-Laws or applicable law. The determination of a quorum at a meeting shall be determined by the number of votes represented by Members and proxies present or available at the meeting. In the absence of a quorum, the Members entitled to vote, who are present in person or by proxy at any meeting (or adjournment thereof), may adjourn the meeting from time to time until a quorum is present. An adjourned meeting, when reconvened, shall continue its characteristics as a general or special meeting.

Section 5. Proxies issued by Members.

Members may vote either in person or by proxy, but no proxy which is dated more than eleven (11) months after its date shall be accepted. Every proxy shall be in writing in such form which conforms to applicable law and as approved by the Board of Directors, which approval shall not be unreasonably withheld. Every proxy shall be revocable and shall be filed with the Secretary before the appointed time of each meeting. Notwithstanding anything contained herein to the contrary, only a directed proxy may be utilized to vote for members of the Board of Directors. A non-directed proxy may be counted toward a quorum and may vote on any matters of business other than the election of directors.

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Section 6. Voting by Members.

At every meeting of the Members, Members of the Association shall be entitled to one vote for each residential property owned at such time. The vote of the Members representing fifty-one percent (51%) of the total votes of all of the memberships present at the meeting, in person or by proxy, shall be necessary to decide any question brought before such meeting, unless the question is one upon which by the express provision of law, the Charter, the Declaration or these By-Laws, a different vote is required, in which case such express provision shall control.

The vote of any membership which is held by more than one person may be exercised by any of the co-holders present at any meeting unless any objection or protest by any other holder of such membership is noted at such meeting. If all of the co-holders of any membership who are present at any meeting of the Members are unable to agree on the manner in which the votes of such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. If any membership is owned by a corporation, then the vote for any such membership shall be cast by a person designated in a certificate signed by the president or any vice president of such corporation and filed with the Secretary of the Association. The vote of any membership which is held by a trust, partnership, limited liability company or other legal entity may be exercised by any trustee, partner, manager or authorized member thereof and, unless any objection or protests by any other such trustee, partner, manager or member is noted at such meeting, the President or the director presiding over such meeting shall have no duty to inquire as to the authority of the person casting such vote. No Member shall be eligible to vote, either in person or by proxy, who is shown on the books of the Association to be more than thirty (30) days delinquent in the payment of assessments or charges due to the Association.

Section 7. Inspectors at Members' Meetings.

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Two inspectors may be appointed by the Members at any meeting, and, if so appointed, such inspectors shall open and close the polls, shall receive and take charge of the proxies and ballots, and decide all questions as to the qualifications of voters, the validity of proxies and the acceptance or rejection of votes.

Section 8. List of Members.

Each Member of the Association, in order to exercise his right to vote at any meeting of the members, must inform the Secretary or the Managing Agent of the Association of his ownership of the residential property that entitles him to membership in the Association.

The Secretary, or the Managing Agent, shall maintain a list of all Members of the Association who are registered with the Association as Members. Any Member will be considered to have waived his right to notice and to participation in the affairs of the Association if that Member does not register with the Secretary or the Managing Agent of the Association.

Section 9. Order of Business at Meetings of Members.

At all meetings of Members, the order of business shall be, as far as practicable, as follows:

(a) Call to order.

(b) Roll call.

(c) Certification of a quorum.

(d) Proof of notice of meeting.

(e)Approval of minutes of preceding meeting.

(f) At an annual meeting, appointment of inspectors of election

(g) At an annual meeting, the election of Directors.

(h) Reports.

(i) Unfinished business.

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(j) New business.

(k) Adjournment.

Section 10. Open Meetings

All meetings of the Association, including meetings of the Members, the Board of Directors, and committees appointed by the Board, shall be open to all Members of the Association or their agents, except that such meeting may be held in closed session for the following purposes, subject to applicable law:

(a) Discussion of matters pertaining to employees and personnel;

(b) Protection of the privacy or reputation of individuals in matters not related to the homeowners association business;

(c) Consultation with legal counsel on legal matters;

(d) Consultation with staff personnel, consultants, attorneys, Board members, or other persons in connection with pending or potential litigation or other legal matters;

(e) Investigative proceedings concerning possible or actual criminal misconduct;

(f) Consideration of the terms or conditions of a business transaction in the negotiation stage if the disclosure could adversely affect the economic interests of the Association;

(g) Compliance with a specific constitutional, statutory or judicially imposed requirement protecting particular proceedings or matters from public disclosure; and

(h) Discussion of individual owner assessment accounts.

If a meeting is held in closed session for the purposes set forth above:

(a) An action may not be taken and no matter may be discussed or than those permitted above; and

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(b) A statement of the time, place and purpose of any closed meeting, the record of the vote of each board or committee member by which the meeting was closed, and the authority under this section for closing the meeting shall be included in the minutes of the next meeting of the board or committee.

ARTICLE II. BOARD OF DIRECTORS.

Section 1. Number of Directors.

The business and property of the Association, except as otherwise provided by statute or by the Charter, or by these By-Laws, shall be conducted and managed by its Board of Directors, which shall consist of an uneven number of not less than three (3) or more than nine (9) Directors as determined by the Board of Directors, provided, however, that no change in the number of Directors shall operate to curtail or extend the term of any incumbent Director.

Section 2. Election of Directors.

The Board of Directors shall be elected at the annual meeting by the Members of the Association in person or by proxy at such meeting and entitled to vote thereat. All Directors shall be elected to serve a term of three (3) years and said terms shall be staggered. In the event the number of Directors is increased, half of the additional Directors shall be elected for a three (3) year term and the other half shall be elected for a two (2) year term. Thereafter, each Director shall be elected to serve a three (3) year term. At any election at which Directors are elected for uneven terms, the person or persons receiving the greater number of votes shall serve for the longer term. Each Director elected at any annual meeting shall hold office until his successor has been elected and qualified or until he dies or resigns, or is removed. The Board of Directors shall keep minutes of its meetings and a full account of its transactions.

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Election to the Board of Directors shall be by written ballot. At such election, the Members of the Association 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.

Section 3. Qualifications of Directors:

Any Member may be nominated or nominate him/herself to serve on the Board of Directors, provided the Member is in good standing with the Association. For purposes of this section, "good Standing" means there are no violations against the Member's Lot and all assessments and fees due to the Association are paid at the time of the election.

Section 4. First Regular Meeting of Board of Directors.

After each meeting of members at which a Board of Directors is elected, the Board of Directors so elected shall meet for the purpose of organization and transaction of other business.

Section 5. Additional Regular Meetings of Board of Directors.

Regular and special meetings of the Board of Directors shall be held at such times and places as may be determined by resolution of the Board. Meetings of the Board of Directors may be held in closed session only as permitted by Maryland law.

Section 6. Special Meetings of Board of Directors.

Special meetings of the Board of Directors shall be held whenever called by the President, by a majority of the Directors, or by a majority of the Executive Committee, if there is an Executive Committee.

Section 7. Notice of Meetings of Board of Directors.

All Members of the Association shall be given reasonable notice of all regularly scheduled open meetings of the Board and any committees thereof.

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Notice of the place, day and hour of every regular and special meetings of the Board of Directors shall be given at least seventy-two (72) hours prior to the time of the meeting to each Director personally, by mail or by any other means permitted by law.

PROVIDED, HOWEVER: That if, at any meeting of Members at which a Board of Directors shall be elected, the Members shall designate the time and place of the first regular meeting of the Board, then no notice thereof need be given to any Director. No notice of the time, place or purpose of any meeting need be given to any Directors, who, in writing, executed and filed with the records of the meeting, either before or after the holding thereof, waives such notice. No notice of any adjourned meeting of the Board of Directors need be given.

Section 8. Quorum of Board of Directors.

A majority of the Board of Directors shall be necessary and sufficient to constitute a quorum for the transaction of business at every meeting of the Board of Directors: but, if at any meeting there be less than a quorum present, a majority of those present may adjourn the meeting from time to time, but not for a period of over ten (10) days at any one time, without notice other than by announcement at the meeting until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 9. Removal of a Director.

At any meeting of the Members of the Association called for the purpose, any Director may, by the majority vote of all the Members entitled to vote, be removed from office, with or without cause, and the members may elect another to fill the place of the person so removed, to serve for the remainder of his term.

Section 10. Resignation of a Director.

A Director shall be deemed to have automatically resigned upon the occurrence of one of the following:

a) A Director fails to attend 3 board meetings during any twelve (12) month period and the absence is not excused by the Board.

b) A Director becomes thirty (30) days delinquent in paying his assessment or other charges due to the Association.

c) A Director is in violation of the architectural or maintenance covenants contained in the Declaration and the necessary corrective action is not completed within thirty (30) days of the citation.

d) A Director violates the Board of Directors Code of Conduct, as may be amended from time to time.

If any Director dies or resigns a majority of the remaining Directors (although such majority is less than a quorum) may appoint a successor to hold office for the unexpired portion of the term of the Director whose place shall so become vacant, and until his successor shall have been duly chosen and qualified at the next annual meeting.

Section 11. Compensation of Directors.

Directors shall not receive any stated compensation for their services as Directors, but by resolution of the Board of Directors, may be reimbursed for out of pocket expenses in connection with attendance at regular or special meetings or expenses incurred in the performance of any work on behalf of the Association.

Section 12. Powers and Duties of the Board of Directors

The Board of Directors shall have the power to:

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(a) Adopt and publish rules and regulations governing the use and operation of the Association and the personal conduct of the Members and their guests, and to establish penalties for the infraction thereof;

(b) Employ a manager, independent contractor or such other employees deemed necessary;

(c) Impose fines, after notice and an opportunity for a hearing before the Board of Directors for violations of the Declaration, these By-Laws and the rules and regulations;

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

It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete records of all of its acts and corporate affairs;

(b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration:

(i) Fix the amount of the assessments against each Lot;

(ii) Send written notice of the assessment to every Member prior to the commencement of the new assessment;

(iii) Foreclose the lien against any Lot for which assessments are not paid when due or bring an action against the Member personally obligated to pay same;

(d) Procure and maintain adequate liability and hazard insurance on Association property and such other insurance as it may deem necessary;

(e) Cause all officers, agents and employs of the Association having fiscal responsibilities to be bonded;

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(f) Cause the Association's property to be maintained,

ARTICLE III. OFFICERS.

Section 1. Executive Officers.

The executive officers of the Association shall be the President, Vice-President, the Secretary and the Treasurer, and such other officers as the Board from time to time considers necessary for the proper conduct of the business of the Association. The executive officers shall be elected annually by the Board of Directors at its first meeting following the annual meeting of Members. Each such officer shall hold office for a term of one year, and thereafter until his successor is elected and qualified or until his death, resignation or removal.

Section 2. President.

The President shall be a Director of the Association. He shall be the chief executive officer of the Association. He shall, when present, preside at all meetings of the Members and Directors: he shall have general management and direction of the business of the Association and all powers ordinarily exercised by the President of an association: he shall have authority to sign and execute, in the name of the Association, all authorized deeds, mortgages, bonds, contracts or other instruments: he shall prepare a full and true statement of the affairs of the Association including a Balance Sheet and Operating Statement which shall be submitted at the annual meeting of the Members, and shall file a copy of the same within ten (10) days thereafter at the principal office of the Association.

Section 3. Vice-President.

In the absence of the President, the Vice-President shall perform all the duties of the President, and when so acting, shall have the powers of the President. The Vice- President shall have authority to sign and execute in the name of the Association all authorized deeds, mortgages, bonds, contracts or

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other instruments, and shall also have such additional powers and duties as may be assigned to him by the Board of Directors.

Section 4. Secretary.

The Secretary shall keep the minutes of the meeting of the Members, the Board of Directors and the Executive Committee, in books provided for the purpose: he shall see that all notices are duly given in accordance with the provisions of the By-Laws or as required by law: he shall be the custodian of the records and of the corporate seal of the Association: he shall see that the corporate seal is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized, and when so affixed may attest the same: and, in general, he shall perform all duties ordinarily incident to the office of a Secretary of an association, and such other duties as, from time to time, any be assigned to him by the Board of Directors, or by the President.

Section 5. Treasurer.

The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Association and shall deposit, or cause to be deposited, in the name of the Association, all moneys in such banks, trust companies, or other depositories as shall, from time to time, be selected by the Board of Directors: he shall render to the President and to the Board of Directors, whenever requested, an account of the financial condition of the Association: and, in general, shall perform all the duties ordinarily incident to the office of a Treasurer of an association, and such other duties as may be assigned to him by the Board of Directors or by the President.

Section 6. Assistant Officers.

The Board of Directors may elect one or more Assistant Secretaries and one or more Assistant Treasurers. Each such Assistant Secretary and Assistant Treasurer shall hold office for such period and shall have such authority and perform such duties as the Board of Directors may prescribe.

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Section 7. Compensation.

Officers shall not receive any stated compensation for their services as officers, but by resolution of the Board of Directors, may be reimbursed for out of pocket expenses in connection with attendance at regular or special meetings or expenses incurred in the performance of any work on behalf of the Association

Section 8. Officers holding More Than One Office.

Two or more offices (except that of President and Vice-President) may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

Section 9. Removal of Officers.

The Board of Directors shall have power at any regular or special meeting to remove any officer with or without cause, and such action shall be conclusive on the officer so removed. The Board may authorize any officer to remove subordinate officers.

Section 10. Vacancies in any Office.

The Board of Directors at any regular or special meeting of the Board shall have power to fill a vacancy, occurring in any office, for the unexpired portion of the term.

ARTICLE IV. COMMITTEES.

Section 1. Executive Committee.

The Board may create an executive committee of its own members and define its duties.

Section 2. Other Committees.

The Board may create such other committees as it deems advisable and define their duties.

ARTICLE V. BOOKS AND RECORDS.

Section 1. Books and Accounts.

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Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with generally accepted accounting practices, consistently applied. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures and other transactions of the Association and its administration.

Section 2. Auditing.

At the close of each fiscal year and at the election of the Board of Directors, the books and records of the Association shall be audited by an independent Public Accountant, whose report shall be prepared in accordance with generally accepting accounting standards consistently applied.

Section 3. Inspection of Books.

All books and records kept by or on behalf of the Association shall be made available for examination or copying, or both by the Members their mortgagees and their duly authorized agents or attorneys during normal business hours and after reasonable notice. If a Member requests in writing a copy of financial statement or the minutes of a meeting of the Board to be delivered, the Board shall compile and send the requested information by mail, electronic transmission or personal delivery within twenty-one (21) days after receipt of the written request, if the financial statements or minutes were prepared within the three (3) years immediately preceding receipt of the request or within forty-five (45) days after receipt of the written request if the financial statements were prepared more than three (3) years before receipt of the request.

ARTICLE V. SUNDRY PROVISIONS.

Section 1. Negotiable Instruments and Other Evidences of Indebtedness.

All checks, drafts or orders for the payment of money, notes and other evidences of indebtedness, issued in the name of the Association, shall be signed by the President or Vice-President and the

Treasurer or Secretary, or by such officers as may be designated from time to time by resolution of the Board of Directors.

Section 2. Fiscal Year.

The fiscal year of the Association shall be January 1 to December 31.

Section 3. Seal.

The seal of the Association shall be in a form selected by the Board of Directors. The seal of the Association may be affixed by means of a rubber impression stamp, me impression device, or by any other means valid under the laws of the State of Maryland.

Section 4. Amendments.

Any amendments to, or repeal of, any existing By-law or the adoption of any proposed By-law may not be voted upon by the Members of the Association until the Board of Directors, pursuant to a duly adopted motion, has recommended that the proposals be submitted to the members at a duly called general or special meeting of the Association, for consideration and action by the members. These By-laws may be amended at a regular or special meeting of the Members by the affirmative vote of a majority of a quorum present at the meeting.

Section 5. Captions and Gender.

The captions contained in these By-Laws are for convenience only, are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms or provisions of the By-Laws or to aid in the construction thereof. Whenever in these By-Laws the context so requires the singular number shall include the plural and the reverse and the use of any gender shall be deemed to include all genders.

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IN WITNESS WHEREOF, the Secretary of the Board of Directors of Valleywood at Five Farms HOA, Inc. certifies that he/she is the Officer designated in the HOA governing documents to count the votes at a meeting of the Lot Owners and that the foregoing Amendment to By-Laws was approved by Lot Owners having the required percentage of the votes of the Lot Owners pursuant to Section 4 of the By-Laws.

SECRETARY'S CERTIFICATE

The undersigned, as the Secretary of the HOA, hereby certifies that he/she is the Officer designated in the aforementioned By-Laws to count the votes at a meeting of the Lot Owners for which due notice was given to the Lot Owners and that the foregoing Amendment to By-Laws was approved by Lot Owners having the required percentage of the votes of the HOA, all in accordance with the Maryland HOA Act and in accordance with the By-Laws of Valleywood at Five Farms HOA, Inc.

ATTEST:
Nancy Kerrone
Secretary

VALLEYWOOD AT FIVE FARMS HOA, INC.
Nick Carona
President

STATE OF MARYLAND
COUNTY OF Anne Arundel

I HEREBY CERTIFY, that on this 18 day of November 2022, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared who acknowledged that he/she is the Secretary and President of the Board of Directors of Valleywood at Five Farms HOA, Inc., respectively, and that he/she, as Secretary and President, being authorized so to do, executed the foregoing instrument herein contained by signing for the HOA in their representative capacity.

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

NOTARY PUBLIC: Sari M McLeod
My Commission Expires: 2/6/25

AFTER RECORDING
PLEASE RETURN TO: Valleywood at Five Farms HOA, Inc. c/o Complete Management Services, Inc.
P.O. Box 882
Pasadena, MD 21123

SARI M. MCLEOD
NOTARY PUBLIC
ANNE ARUNDEL CO., MARYLAND
My Comission expires 2/6/25

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Budget
Valleywood at 5 Farms HOA Inc.

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Valleywood at 5 Farms HOA, Inc.

2026 Approved Annual Budget

	2025	2026	% Variance
Income			
Income			
4025 - Assessment	275,200.00	288,225.00	4.73 %
Total Income	**275,200.00**	**288,225.00**	**4.73 %**
Total Income	**275,200.00**	**288,225.00**	**4.73 %**
Expense			
General & Administrative			
6010 - Audit & Tax	1,600.00	1,900.00	18.75 %
6049 - Website/Newsletter	265.00	-	(100.00) %
6060 - Insurance Property & Liability	8,000.00	8,200.00	2.50 %
6070 - Legal	3,000.00	5,000.00	66.67 %
6120 - Management Fees	40,377.00	43,665.00	8.14 %
6135 - Income Taxes	2,000.00	1,000.00	(50.00) %
6150 - Miscellaneous Admin Expense	3,100.00	1,500.00	(51.61) %
6155 - Communications	986.00	1,000.00	1.42 %
Total General & Administrative	**59,328.00**	**62,265.00**	**4.95 %**
Maintenance			
6313 - Tree Maintenance	4,100.00	4,500.00	9.76 %
6315 - Non-Contract Landscape	7,150.00	3,300.00	(53.85) %
6325 - General Repairs	2,250.00	4,000.00	77.78 %
Total Maintenance	**13,500.00**	**11,800.00**	**(12.59) %**
Utilities			
6510 - Electric	9,200.00	10,750.00	16.85 %
6520 - Water/Sewer	14,000.00	15,750.00	12.50 %
Total Utilities	**23,200.00**	**26,500.00**	**14.22 %**
Contract Services			
6610 - Landscape	42,065.56	42,066.00	.00 %
6620 - Janitorial Contract	8,060.00	8,060.00	.00 %
6640 - Snow Removal	28,512.00	37,000.00	29.77 %
Total Contract Services	**78,637.56**	**87,126.00**	**10.79 %**
Other Expenses			
9910 - Replacement Reserves	95,134.44	95,134.00	.00 %
9911 - Contingency Reserves	5,400.00	5,400.00	.00 %
Total Other Expenses	**100,534.44**	**100,534.00**	**.00 %**
Total Expense	**275,200.00**	**288,225.00**	**4.73 %**

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Bylaws
Valleywood at 5 Farms HOA Inc.

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SECOND AMENDED BY-LAWS

OF

VALLEYWOOD-AT-FIVE FARMS HOMEOWNERS' ASSOCIATION, INC.

(A MARYLAND CORPORATION)

hereinafter referred to as "Association"

ARTICLE I. MEMBERS

Section 1. Annual Meetings of Members.

The annual meeting of the Members of the Association for the election of Directors and for the transaction of general business shall be held each year on the first Tuesday of December or on such other date and at such time and place, within the State of Maryland, as may be determined by the Board of Directors. Annual Meetings shall be general meetings, that is to say, open for the transaction of any business within the powers of the Association without special notice of such business, except in any case in which special notice is required by statute or the Articles of Incorporation.

Section 2. Special Meetings of Members.

Special meetings of the Members of the Association may be called at any time by the President or by a majority of the Board of Directors, either by vote at a meeting or in writing, or by a majority of the Executive Committee (if created pursuant to the By-Laws), either by vote at a meeting or in writing. Upon request in writing, signed by twenty-five percent (25%) of the Members entitled to vote, and delivered to the President or Secretary, the Secretary or Assistant Secretary shall call a special meeting of Members, at the expense of the Association, to take place within forty-five (45) days of the date of the delivery of the request to call a meeting to the President or the Secretary. Such request shall state the purpose of the meeting. Notice thereof shall be given as provided in Section 3 of this Article I. Business

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other than that stated in the notice of the meeting shall not be transacted at any special meeting of the Members. Special meetings of the Members shall be held at such place within the State of Maryland as may be determined by the Board of Directors. Special meetings may also be called in accordance with applicable provisions of the Annotated Code of Maryland.

Section 3. Notice of Meetings of Members.

Not less than ten (10) days and not more than forty (40) days written notice of every annual meeting and of every special meeting of the Members shall be sent to each Member having voting rights whose name appears as a Member of record upon the books of the Association at the close of business on the date fixed by the Board of Directors for the determination of Members entitled to notice of such meeting in accordance with the provisions of these By-Laws. If such a date has not been established by the Board of Directors for such purpose, then the Members whose names and addresses appear on the books of the Association twenty (20) calendar days prior to the date when the notice is given shall be considered as the Members entitled to such notice.

Notices of annual or special meetings shall state the place, day and hour of such meeting. In the case of a special meeting, the notice shall also state the business proposed to be transacted at the special meeting. Such notice shall be given to each Member entitled to vote, by leaving the same with him or at his residence or usual place of business, or by mailing the notice postage prepaid and addressed to him at his address as it appears upon the books of the Association. Provided the Board of Directors gives the Association the authority to provide notice by electronic transmission and the Member gives the Association prior written authorization, notice of annual or special meetings may be transmitted to such member by electronic transmission to any address or number of the Member at which the Member receives electronic transmission. . Notice of the time, place or purpose of any meeting of Members, whether required by law, by the Charter, or by these By-Laws, need not be given to any Member who

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attends in person, or by proxy, or who, in writing, executed and filed with the records of the meeting, either before or after the holding thereof, waives such notice. Notice of any meeting, regular or special need not be given to any Member who is not entitled to vote at said meeting.

Section 4. Quorum at Members' Meetings.

At any meeting of Members the presence, in person or by proxy, of the holders of not less than ten percent (10%) of all Members having voting rights at such meeting shall be necessary and sufficient to constitute a quorum for the election of Directors or for the transaction of other business, except as otherwise provided in the Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions (the "Declaration"), these By-Laws or applicable law. The determination of a quorum at a meeting shall be determined by the number of votes represented by Members and proxies present or available at the meeting. In the absence of a quorum, the Members entitled to vote, who are present in person or by proxy at any meeting (or adjournment thereof), may adjourn the meeting from time to time until a quorum is present. An adjourned meeting, when reconvened, shall continue its characteristics as a general or special meeting.

Section 5. Proxies issued by Members.

Members may vote either in person or by proxy, but no proxy which is dated more than eleven (11) months after its date shall be accepted. Every proxy shall be in writing in such form which conforms to applicable law and as approved by the Board of Directors, which approval shall not be unreasonably withheld. Every proxy shall be revocable and shall be filed with the Secretary before the appointed time of each meeting. Notwithstanding anything contained herein to the contrary, only a directed proxy may be utilized to vote for members of the Board of Directors. A non-directed proxy may be counted toward a quorum and may vote on any matters of business other than the election of directors.

Section 6. Voting by Members.

At every meeting of the Members, Members of the Association shall be entitled to one vote for each residential property owned at such time. The vote of the Members representing fifty-one percent (51%) of the total votes of all of the memberships present at the meeting, in person or by proxy, shall be necessary to decide any question brought before such meeting, unless the question is one upon which by the express provision of law, the Charter, the Declaration or these By-Laws, a different vote is required, in which case such express provision shall control.

The vote of any membership which is held by more than one person may be exercised by any of the co-holders present at any meeting unless any objection or protest by any other holder of such membership is noted at such meeting. If all of the co-holders of any membership who are present at any meeting of the Members are unable to agree on the manner in which the votes of such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. If any membership is owned by a corporation, then the vote for any such membership shall be cast by a person designated in a certificate signed by the president or any vice president of such corporation and filed with the Secretary of the Association. The vote of any membership which is held by a trust, partnership, limited liability company or other legal entity may be exercised by any trustee, partner, manager or authorized member thereof and, unless any objection or protests by any other such trustee, partner, manager or member is noted at such meeting, the President or the director presiding over such meeting shall have no duty to inquire as to the authority of the person casting such vote. No Member shall be eligible to vote, either in person or by proxy, who is shown on the books of the Association to be more than thirty (30) days delinquent in the payment of assessments or charges due to the Association.

Section 7. Inspectors at Members' Meetings.

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Two inspectors may be appointed by the Members at any meeting, and, if so appointed, such inspectors shall open and close the polls, shall receive and take charge of the proxies and ballots, and decide all questions as to the qualifications of voters, the validity of proxies and the acceptance or rejection of votes.

Section 8. List of Members.

Each Member of the Association, in order to exercise his right to vote at any meeting of the members, must inform the Secretary or the Managing Agent of the Association of his ownership of the residential property that entitles him to membership in the Association.

The Secretary, or the Managing Agent, shall maintain a list of all Members of the Association who are registered with the Association as Members. Any Member will be considered to have waived his right to notice and to participation in the affairs of the Association if that Member does not register with the Secretary or the Managing Agent of the Association.

Section 9. Order of Business at Meetings of Members.

At all meetings of Members, the order of business shall be, as far as practicable, as follows:

(a) Call to order.

(b) Roll call.

(c) Certification of a quorum.

(d) Proof of notice of meeting.

(e)Approval of minutes of preceding meeting.

(f) At an annual meeting, appointment of inspectors of election

(g) At an annual meeting, the election of Directors.

(h) Reports.

(i) Unfinished business.

(j) New business.

(k) Adjournment.

Section 10. Open Meetings

All meetings of the Association, including meetings of the Members, the Board of Directors, and committees appointed by the Board, shall be open to all Members of the Association or their agents, except that such meeting may be held in closed session for the following purposes, subject to applicable law:

(a) Discussion of matters pertaining to employees and personnel;

(b) Protection of the privacy or reputation of individuals in matters not related to the homeowners association business;

(c) Consultation with legal counsel on legal matters;

(d) Consultation with staff personnel, consultants, attorneys, Board members, or other persons in connection with pending or potential litigation or other legal matters;

(e) Investigative proceedings concerning possible or actual criminal misconduct;

(f) Consideration of the terms or conditions of a business transaction in the negotiation stage if the disclosure could adversely affect the economic interests of the Association;

(g) Compliance with a specific constitutional, statutory or judicially imposed requirement protecting particular proceedings or matters from public disclosure; and

(h) Discussion of individual owner assessment accounts.

If a meeting is held in closed session for the purposes set forth above:

(a) An action may not be taken and no matter may be discussed or than those permitted above; and

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(b) A statement of the time, place and purpose of any closed meeting, the record of the vote of each board or committee member by which the meeting was closed, and the authority under this section for closing the meeting shall be included in the minutes of the next meeting of the board or committee.

ARTICLE II. BOARD OF DIRECTORS.

Section 1. Number of Directors.

The business and property of the Association, except as otherwise provided by statute or by the Charter, or by these By-Laws, shall be conducted and managed by its Board of Directors, which shall consist of an uneven number of not less than three (3) or more than nine (9) Directors as determined by the Board of Directors, provided, however, that no change in the number of Directors shall operate to curtail or extend the term of any incumbent Director.

Section 2. Election of Directors.

The Board of Directors shall be elected at the annual meeting by the Members of the Association in person or by proxy at such meeting and entitled to vote thereat. All Directors shall be elected to serve a term of three (3) years and said terms shall be staggered. In the event the number of Directors is increased, half of the additional Directors shall be elected for a three (3) year term and the other half shall be elected for a two (2) year term. Thereafter, each Director shall be elected to serve a three (3) year term. At any election at which Directors are elected for uneven terms, the person or persons receiving the greater number of votes shall serve for the longer term. Each Director elected at any annual meeting shall hold office until his successor has been elected and qualified or until he dies or resigns, or is removed. The Board of Directors shall keep minutes of its meetings and a full account of its transactions.

Election to the Board of Directors shall be by secret ballot. At such election, the Members of the Association 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.

Section 3. Qualifications of Directors:

Any Member may be nominated or nominate him/herself to serve on the Board of Directors, provided the Member is in good standing with the Association. For purposes of this section, "good Standing" means there are no violations against the Member's Lot and all assessments and fees due to the Association are paid at the time of the election.

Section 4. First Regular Meeting of Board of Directors.

After each meeting of members at which a Board of Directors is elected, the Board of Directors so elected shall meet for the purpose of organization and transaction of other business.

Section 5. Additional Regular Meetings of Board of Directors.

Regular and special meetings of the Board of Directors shall be held at such times and places as may be determined by resolution of the Board. Meetings of the Board of Directors may be held in closed session only as permitted by Maryland law.

Section 6. Special Meetings of Board of Directors.

Special meetings of the Board of Directors shall be held whenever called by the President, by a majority of the Directors, or by a majority of the Executive Committee, if there is an Executive Committee.

Section 7. Notice of Meetings of Board of Directors.

All Members of the Association shall be given reasonable notice of all regularly scheduled open meetings of the Board and any committees thereof.

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Notice of the place, day and hour of every regular and special meetings of the Board of Directors shall be given at least seventy-two (72) hours prior to the time of the meeting to each Director personally, by mail or by any other means permitted by law.

PROVIDED, HOWEVER: That if, at any meeting of Members at which a Board of Directors shall be elected, the Members shall designate the time and place of the first regular meeting of the Board, then no notice thereof need be given to any Director. No notice of the time, place or purpose of any meeting need be given to any Directors, who, in writing, executed and filed with the records of the meeting, either before or after the holding thereof, waives such notice. No notice of any adjourned meeting of the Board of Directors need be given.

Section 8. Quorum of Board of Directors.

A majority of the Board of Directors shall be necessary and sufficient to constitute a quorum for the transaction of business at every meeting of the Board of Directors: but, if at any meeting there be less than a quorum present, a majority of those present may adjourn the meeting from time to time, but not for a period of over ten (10) days at any one time, without notice other than by announcement at the meeting until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 9. Removal of a Director.

At any meeting of the Members of the Association called for the purpose, any Director may, by the majority vote of all the Members entitled to vote, be removed from office, with or without cause, and the members may elect another to fill the place of the person so removed, to serve for the remainder of his term.

Section 10. Resignation of a Director.

A Director shall be deemed to have automatically resigned upon the occurrence of one of the following:

a) A Director fails to attend 3 board meetings during any twelve (12) month period and the absence is not excused by the Board.

b) A Director becomes thirty (30) days delinquent in paying his assessment or other charges due to the Association.

c) A Director is in violation of the architectural or maintenance covenants contained in the Declaration and the necessary corrective action is not completed within thirty (30) days of the citation.

d) A Director violates the Board of Directors Code of Conduct, as may be amended from time to time.

If any Director dies or resigns a majority of the remaining Directors (although such majority is less than a quorum) may appoint a successor to hold office for the unexpired portion of the term of the Director whose place shall so become vacant, and until his successor shall have been duly chosen and qualified at the next annual meeting.

Section 11. Compensation of Directors.

Directors shall not receive any stated compensation for their services as Directors, but by resolution of the Board of Directors, may be reimbursed for out of pocket expenses in connection with attendance at regular or special meetings or expenses incurred in the performance of any work on behalf of the Association.

Section 12. Powers and Duties of the Board of Directors

The Board of Directors shall have the power to:

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(a) Adopt and publish rules and regulations governing the use and operation of the Association and the personal conduct of the Members and their guests, and to establish penalties for the infraction thereof;

(b) Employ a manager, independent contractor or such other employees deemed necessary;

(c) Impose fines, after notice and an opportunity for a hearing before the Board of Directors for violations of the Declaration, these By-Laws and the rules and regulations;

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

It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete records of all of its acts and corporate affairs;

(b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration:

(i) Fix the amount of the assessments against each Lot;

(ii) Send written notice of the assessment to every Member prior to the commencement of the new assessment;

(iii) Foreclose the lien against any Lot for which assessments are not paid when due or bring an action against the Member personally obligated to pay same;

(d) Procure and maintain adequate liability and hazard insurance on Association property and such other insurance as it may deem necessary;

(e) Cause all officers, agents and employs of the Association having fiscal responsibilities to be bonded;

(f) Cause the Association's property to be maintained,

ARTICLE III. OFFICERS.

Section 1. Executive Officers.

The executive officers of the Association shall be the President, Vice-President, the Secretary and the Treasurer, and such other officers as the Board from time to time considers necessary for the proper conduct of the business of the Association. The executive officers shall be elected annually by the Board of Directors at its first meeting following the annual meeting of Members. Each such officer shall hold office for a term of one year, and thereafter until his successor is elected and qualified or until his death, resignation or removal.

Section 2. President.

The President shall be a Director of the Association. He shall be the chief executive officer of the Association. He shall, when present, preside at all meetings of the Members and Directors: he shall have general management and direction of the business of the Association and all powers ordinarily exercised by the President of an association: he shall have authority to sign and execute, in the name of the Association, all authorized deeds, mortgages, bonds, contracts or other instruments: he shall prepare a full and true statement of the affairs of the Association including a Balance Sheet and Operating Statement which shall be submitted at the annual meeting of the Members, and shall file a copy of the same within ten (10) days thereafter at the principal office of the Association.

Section 3. Vice-President.

In the absence of the President, the Vice-President shall perform all the duties of the President, and when so acting, shall have the powers of the President. The Vice- President shall have authority to sign and execute in the name of the Association all authorized deeds, mortgages, bonds, contracts or

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other instruments, and shall also have such additional powers and duties as may be assigned to him by the Board of Directors.

Section 4. Secretary.

The Secretary shall keep the minutes of the meeting of the Members, the Board of Directors and the Executive Committee, in books provided for the purpose: he shall see that all notices are duly given in accordance with the provisions of the By-Laws or as required by law: he shall be the custodian of the records and of the corporate seal of the Association: he shall see that the corporate seal is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized, and when so affixed may attest the same: and, in general, he shall perform all duties ordinarily incident to the office of a Secretary of an association, and such other duties as, from time to time, any be assigned to him by the Board of Directors, or by the President.

Section 5. Treasurer.

The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Association and shall deposit, or cause to be deposited, in the name of the Association, all moneys in such banks, trust companies, or other depositories as shall, from time to time, be selected by the Board of Directors: he shall render to the President and to the Board of Directors, whenever requested, an account of the financial condition of the Association: and, in general, shall perform all the duties ordinarily incident to the office of a Treasurer of an association, and such other duties as may be assigned to him by the Board of Directors or by the President.

Section 6. Assistant Officers.

The Board of Directors may elect one or more Assistant Secretaries and one or more Assistant Treasurers. Each such Assistant Secretary and Assistant Treasurer shall hold office for such period and shall have such authority and perform such duties as the Board of Directors may prescribe.

Section 7. Compensation.

Officers shall not receive any stated compensation for their services as officers, but by resolution of the Board of Directors, may be reimbursed for out of pocket expenses in connection with attendance at regular or special meetings or expenses incurred in the performance of any work on behalf of the Association

Section 8. Officers holding More Than One Office.

Two or more offices (except that of President and Vice-President) may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

Section 9. Removal of Officers.

The Board of Directors shall have power at any regular or special meeting to remove any officer with or without cause, and such action shall be conclusive on the officer so removed. The Board may authorize any officer to remove subordinate officers.

Section 10. Vacancies in any Office.

The Board of Directors at any regular or special meeting of the Board shall have power to fill a vacancy, occurring in any office, for the unexpired portion of the term.

ARTICLE IV. COMMITTEES.

Section 1. Executive Committee.

The Board may create an executive committee of its own members and define its duties.

Section 2. Other Committees.

The Board may create such other committees as it deems advisable and define their duties.

ARTICLE V. BOOKS AND RECORDS.

Section 1. Books and Accounts.

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Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with generally accepted accounting practices, consistently applied. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures and other transactions of the Association and its administration.

Section 2. Auditing.

At the close of each fiscal year and at the election of the Board of Directors, the books and records of the Association shall be audited by an independent Public Accountant, whose report shall be prepared in accordance with generally accepting accounting standards consistently applied.

Section 3. Inspection of Books.

All books and records kept by or on behalf of the Association shall be made available for examination or copying, or both by the Members their mortgagees and their duly authorized agents or attorneys during normal business hours and after reasonable notice. If a Member requests in writing a copy of financial statement or the minutes of a meeting of the Board to be delivered, the Board shall compile and send the requested information by mail, electronic transmission or personal delivery within twenty-one (21) days after receipt of the written request, if the financial statements or minutes were prepared within the three (3) years immediately preceding receipt of the request or within forty-five (45) days after receipt of the written request if the financial statements were prepared more than three (3) years before receipt of the request.

ARTICLE V. SUNDRY PROVISIONS.

Section 1. Negotiable Instruments and Other Evidences of Indebtedness.

All checks, drafts or orders for the payment of money, notes and other evidences of indebtedness, issued in the name of the Association, shall be signed by the President or Vice-President and the

Treasurer or Secretary, or by such officers as may be designated from time to time by resolution of the Board of Directors.

Section 2. Fiscal Year.

The fiscal year of the Association shall be January 1 to December 31.

Section 3. Seal.

The seal of the Association shall be in a form selected by the Board of Directors. The seal of the Association may be affixed by means of a rubber impression stamp, me impression device, or by any other means valid under the laws of the State of Maryland.

Section 4. Amendments.

Any amendments to, or repeal of, any existing By-law or the adoption of any proposed By-law may not be voted upon by the Members of the Association until the Board of Directors, pursuant to a duly adopted motion, has recommended that the proposals be submitted to the members at a duly called general or special meeting of the Association, for consideration and action by the members. These By-laws may be amended at a regular or special meeting of the Members by the affirmative vote of a majority of a quorum present at the meeting.

Section 5. Captions and Gender.

The captions contained in these By-Laws are for convenience only, are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms or provisions of the By-Laws or to aid in the construction thereof. Whenever in these By-Laws the context so requires the singular number shall include the plural and the reverse and the use of any gender shall be deemed to include all genders.

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VALLEYWOOD AT FIVE FARMS HOMEOWNERS ASSOCIATION, INC.
BOARD OF DIRECTORS
CODE OF CONDUCT

The Board of Directors has the responsibility and fiduciary duty to make decisions and conduct business for the entire Association. As leaders of the Association, the individual members of the Board are responsible for setting a professional tone and maintaining a high standard of ethical conduct that serves the best interests of the community as a whole. Each board member is expected to set aside any personal agenda, serve for the benefit of the entire community and adhere to the following *Code of Conduct:*

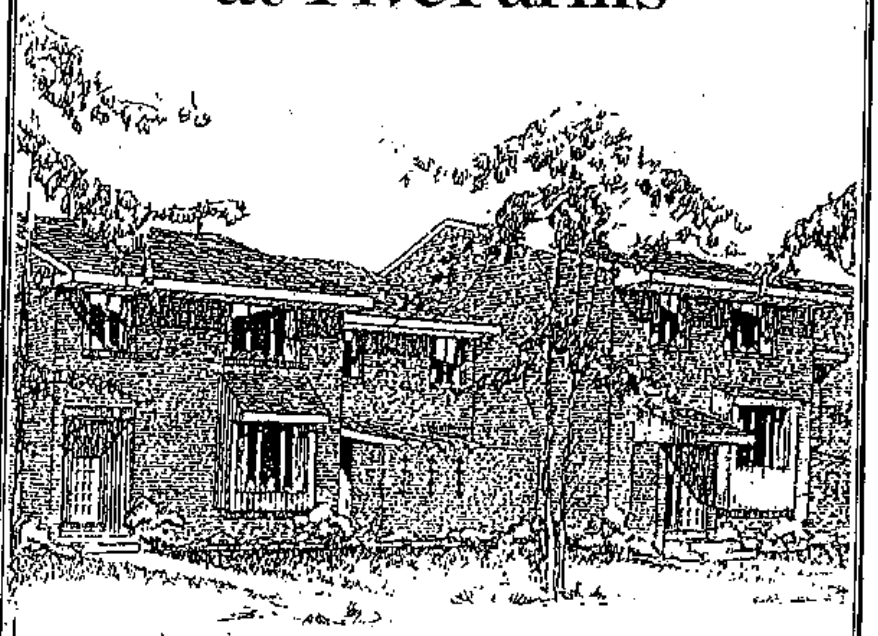
The Board will use its best efforts at all times to make decisions that are consistent with the Declaration and By-laws and to protect, maintain, and enhance the value of the Association's Common Grounds and Property. The Board will conduct itself in a fair, reasonable and consistent manner that promotes the intent of the fiduciary duty with which the Board is charged. The Board will conduct itself in accordance with the Association's adopted policies disallowing discrimination against any person the basis of race, color, religion, national origin, sex, or sexual orientation. Board members are expected to be familiar with ALL the community's legal documents, policies and guidelines. Board members are expected to abide by all of these documents both as members of the Board and as property owners. Violations by members of the Board shall be treated consistent with violations by any owner. Board meetings shall be conducted in a professional and business-like manner. Personal attacks against resident, board members, management or guests are not consistent with the best interest of the community and will not be tolerated. The Board will conduct business and act upon decisions made by the majority of its members and no member of the Board shall act outside the decision of the majority by making statements, promises or commitments not supported by the Board as a whole. Members of the Board shall not use their position on the Board for personal gain. No Board member shall willingly misrepresent facts for the sole purpose of advancing a personal cause or influencing the community to advance a personal cause. Any perceived or potential conflict of interest regarding any aspect of the business operations of the Association shall be immediately disclosed by the Board member so involved. Board members shall not engage in defamation by any means, of any member of the Board, any staff member or any resident of the community. Individual Board members shall not interfere with the daily activities of management staff, so hired, nor the actions of any contracted personnel/service. Board members shall attend and participate in all meetings to the best of their ability and shall be prepared to discuss all issues and business on the agenda. Board members shall maintain confidentiality with respect to the board's executive session meetings.

I agree to serve on the Board of Directors of Valleywood at Five Farms Homeowners Association, Inc. and agree to comply with the above Code of Conduct.

_____
Date

_____
Board Member

Valleywood
at FiveFarms



Covenants, Conditions And Restrictions

By-Laws

February 1997

MEMORANDUM

TO: Valleywood At Five Farms Homeowners Association Members

FROM: Board of Directors

DATE: February 1997

RE: Revised Declaration of Covenants, Conditions and Restrictions

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For your convenience and use, the Board of Directors has prepared a revised version of the Declaration of Covenants, Conditions and Restrictions which incorporates all of the past amendments, including those adopted last year. The revised document follows this Memorandum.

Please note that every effort has been made to assure that this retyped copy is a complete and accurate replication of the original Declaration as amended through the years. However, if a discrepancy exists, the copy of the Declaration and Amendments filed in the Land Records for Baltimore County, Maryland will control. You may view the 1996 Amendments in the Land Records at Liber 11915, Folio 013. Previous Amendments to the Declaration of Covenants, Conditions and Restrictions are recorded in the Land Records at Liber 5952, Folio 822; Liber 6366, Folio 720; and Liber 6745, Folio 227.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE I

VALLEYWOOD-AT-FIVE-FARMS HOME OWNERS ASSOCIATION, INC.

(a) A Maryland corporation named Valleywood-At-Five-Farms Home Owners Association, Inc. (hereinafter referred to as Association) was incorporated on July 14, 1978 in accordance with the laws of the State of Maryland. See Charter Records of the Department of Assessments and Taxation, Maryland, and the Charter Records of the Circuit Court of Baltimore County, Maryland.

(b) The Association is a membership association without capital stock.

(c) Every owner of a residential lot is a member of the Association. Membership is appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

(d) The Association shall have one class of voting membership as follows:

(1) The owners of a residential site will acquire membership in the Association at the time the title deed to the residential site is recorded in the owner's name among the Land Records of Baltimore County and shall lose membership in this Association when said site is conveyed and the deed similarly recorded. Owners of reversionary interests (ground rents), mortgages, and trustees under deeds of trust in the nature of a mortgage, are not members. Trustees of beneficial trusts are members. Personal Representatives of estates are members. Occupants of the premises as trust beneficiaries or beneficiaries in an intestacy or in an estate are not members.

(2) Members in the association are entitled to one vote only for each residential site owned.

(e) The Association, through its Board of Directors, may adopt and amend Rules and Regulations for the community.

ARTICLE II

Use: The property shall be used for purposes of a residential community containing dwellings, streets (streets, roads, lanes, places and whatever name called) easements, utilities, service areas and open space. There shall not be any commercial development except in the form of service areas maintained by the

developer on a temporary basis and finally maintained by the Association and their successor grantees in connection with the installation of a water pumping station and a service structure or structures for the housing and maintenance of equipment used on the property. Residential lots numbered 1 through 160 shall be used exclusively for single family residential purposes except as follows:

(a) Any part of any dwelling now or hereafter erected on said land may be used by a member of any recognized profession such as: lawyers, architects, accountants, physicians or dentists, not including hospital type facilities, for the practice of said professions, subject to Baltimore County and State of Maryland zoning and other pertinent regulations, provided that the individual professional person using such office resides in the same dwelling in which said office is located, such use occupying 25% or less of the floor area of the dwelling.

(b) The use of a residence, or any part thereof, as a family day care is prohibited. This prohibition on family day cares may be eliminated by the vote of a majority of the total eligible voters of the association under voting procedures contained in the Bylaws.

ARTICLE III

General Restrictions:

(a) No fence, wall or hedge shall be erected, placed or altered in the front of any lot. Board approval, in accordance with Article IV herein, must be obtained prior to erecting any fence, wall or hedge on any other part of a lot. All fences must be of wood construction and of a design and installation approved by the Declarant or the Association.

(b) No noxious or offensive activity shall be carried on upon any lot or within any improvement located thereon which may become an annoyance or nuisance to the neighborhood.

(c) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No tool shed or equivalent structure shall be maintained on any lot.

(d) Except as provided in Article II of this Declaration, no signs of any kind shall be erected or displayed to the public view on any lot in the development, except one professional sign advertising the name and profession of the resident. This sign shall not be illuminated, shall not be more than 144 square inches in area,

and shall either be attached directly to the front or side wall of the dwelling or erected not more than two feet from the front wall thereof. If attached to the wall by any bracket, pole, hanger or by any other means whatsoever, the sign shall not extend more than two feet from the front wall at any angle. All such signs shall be below the roof line and shall be in full compliance with all County rules and regulations. One sign of not more than five square feet in area advertising the property for sale or rent may be erected by the residential property owner for a period not exceeding sixty (60) calendar days.

(e) Except for portable children's pools, no swimming pool above or below ground is permitted.

(f) Timonium Road is that portion of Timonium Road within the boundaries of the property. These Plats do not show the full width of Timonium Road. Timonium Road, to the extent owned by the Declarant, is at sometime in the future to be transferred to the Association for use as a private road or to Baltimore County or State of Maryland for use as a public road.

(g) Chapel Valley Lane, Kimrick Place and Five Farms Lane, herein referred to as streets, are to be established as paved roads and eventually transferred to the Association, subject to any pre-existing easements. The streets are to be improved to the extent determined by Valley Wood, Incorporated or the Association in accordance with Baltimore County specifications both as to width and construction. These streets may at some future date be transferred to Baltimore County or the State of Maryland, subject to the consent of the appropriate Baltimore County or State of Maryland requirements.

(h) The open space provided for in this Declaration and shown on said Plats is to be used for the benefit of the owners of the residential sites shown on said Plats. The land is to be maintained for recreational, park and beautification purposes as required by Baltimore County. The open space is to be subject to easements for public utilities and in favor of Baltimore County and the State of Maryland; to be used by the developer for usual requirements during the course of development; to be used by the developer and the Association for the installation of a water pumping station and the necessary distribution of water through mains, pipes and various connections and for the maintenance of said water pumping station, mains, pipes, connections, etc.; to be used for the housing of the water pumping station; to be used as a site for a structure or structures for the storage, maintenance and use of equipment necessary for the purpose of maintaining the open space areas as well as the streets and sidewalks. The open space may not be used by any individual or other entity for the user's exclusive purposes other than for a temporary use.

(i) Utility and drainage easements to a width of 10 feet are hereby established along the rear line of each residential lot as shown on the aforesaid Plats. Various footways, paved or unpaved, are to be established as shown on the Plats or in areas where such footways may be needed; the extent of the installation of such footways is to be in the discretion of the developer or the Association, depending upon who owns the title to the property at the time.

(j) Throughout the development as shown on said Plats are several easements extending from the street to the rear of the adjacent dwelling site which are to be used as walkways. These easements are designed to permit the dwelling owners in any group of houses to reach the rear of their respective dwellings by proceeding along the easements from a street and then along the easement in the rear of the dwellings in that particular group of homes.

(k) Between the streets as laid out and the rear of certain residential lots there are unmarked areas. For example, such an area appears along the rear of Lots 59 through 82. (The failure to so designate the other lots in this paragraph does not mean that the areas described do not exist.) These areas are open spaces and are to be used as easements for passage to and from the dwelling site to the street and for other open space purposes.

(l) Limited pedestrian walkways are to be developed adjacent to numerous lots, i.e., 53, 54, 55, 56, 57, 58, 59 and 80, 81, 82, 83, 84 and 130, 131, 132 and other lots not recited in this paragraph.

(m) Sanitary sewers serving Lots 1 through 160 will be installed in the Chapel Valley Lane, Kimrick Place and Five Farms Lane and in various easements by the developer or Baltimore County. The pipes will be owned by Baltimore County and the sewer service will be provided by Baltimore County. The streets in which the sanitary sewers are installed will be owned by the developer, the Association or Baltimore County as required by Baltimore County. The individual property owners will be billed a charge in connection with the installation and maintenance of sewer mains and services.

(n) The water supply system, including lines in the street and fire hydrants, was installed by the developer. Water is supplied by Baltimore City and Baltimore County. That portion of the water supply system which was designed or installed to serve more than one Lot Owner shall be repaired and maintained by the Association, or Baltimore County as is appropriate from time to time. That portion of the water supply system from and including the water valve to the residence including that portion under or on common property will be repaired and maintained by that Lot Owner for whom it was designed or installed to serve.

(o) Residents shall not keep any bird or animal for any commercial purpose whatsoever. No more than a total of two animals may be kept on any residential site unless written permission is obtained from the Association. Any animal kept by a resident shall be kept in such a manner as not to be an annoyance or nuisance to any other resident and in compliance with Baltimore County pet laws.

(p) Commercial vehicles, campers, house trailers, boats, boat trailers, discarded vehicles and things of a similar nature may not be stored or parked throughout the property on any private dwelling site, street or open space for a period exceeding 48 hours. In the event of violation of this provision the Association shall have the authority to remove the object and have the same stored commercially at the expense of the owner.

(q) No exterior, visible antennas may be erected on the property without the prior approval of the Association's Board of Directors.

(r) Each Lot Owner shall keep each Lot owned by him, and all improvements thereon or therein, in good order and repair, including, but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting or staining (or other appropriate external care) of all buildings and other improvements in a manner and with such frequency as is consistent with good property management. If, in the opinion of the Association, any Lot Owner fails to perform the duties imposed by the preceding sentence, the Association, its successors or assigns, after fifteen (15) days notice to the Lot Owner to remedy the condition in question, shall have the right, through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot or such improvements; and the cost thereof shall be a binding personal obligation of such Lot Owner as well as a lien upon the Lot in question enforceable in the same manner and on the same terms as the lien provided in Article VII hereof.

ARTICLE IV

Approval of Plans:

No building, fence, wall, landscaping or other improvements or structures shall be commenced, erected, placed, moved, altered or maintained on said tracts, nor shall any additions to or change (including any change of color) or other alterations thereupon be made until the complete plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, location and the grading plan of the plot to be built upon have been submitted to and approved in writing by the

Association or its representative, and a copy thereof, as finally approved, made available to the Association or its representative. In addition, no structures or improvements upon said tracts shall be painted or stained until the specific paint and/or stain to be used for such purpose have been submitted to and approved in writing by the Association or its representative.

The Association or its representative shall have the right to refuse to approve any such plans or specifications or grading plan which are not suitable or desirable in its opinion for aesthetic or other reasons, and in so passing upon such plans, specifications and grading plan it shall have the right to take into consideration the suitability of the proposed building or other structure and the materials of which it is to be built and the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from neighboring properties.

(a) The Association shall review the plans and specifications and advise the applicant, within 30 days of the time when the application is filed with the Association, of the determination by the Association, which shall be in the form of approval, approval with modifications, or disapproval. If the Association does not act affirmatively and send a notification to the applicant within 30 days of filing of the application with the Association, then the application will be considered as approved by the Association.

(b) The approval by the Association does not imply that the plans, specifications, proposed construction and location on the lot are in compliance with Baltimore County and State of Maryland Laws and Rules on the subject.

ARTICLE V

ASSESSMENTS: All owners of property in the Association shall be obligated to pay to the Association an annual charge for the purpose of creating maintenance and reserve funds. In the Board of Directors' discretion, the annual assessments may be paid on a quarterly basis, due in advance and payable on the first day of January, April, July and October of each year.

(a) The annual assessments payable by each residential site owner may be increased each fiscal year by affirmative vote of the majority of the Board of Directors of the Association but without a vote of the members of the Association, by not more than 10% of the annual assessments for the previous fiscal year.

(b) The amount of the annual assessments may be increased in excess of ten percent (10%) of the previous annual assessment provided that each assessment in excess of ten percent (10%) shall have the assent of two-thirds (2/3) of the votes of

members who are voting in person or by proxy at a meeting duly called for this purpose or at a regular annual meeting of the Association.

(c) The annual assessments may be decreased at any time by affirmative vote of the majority of the Board of Directors or by a two-third (2/3) vote of the members who are voting in person or by proxy at a meeting called for this purpose or at a regular annual meeting of the Association.

(d) The Association shall establish the annual assessments and each property owner shall be notified promptly of the amount of the annual assessments. In sending notification to the various property owners the Association shall be required to send the notice only to those property owners who have provided the Association with their name and address. It shall not be the responsibility of the Association to examine the land records or the tax records or to use other means to ascertain the name, address and ownership of an individual residential site.

(e) The Association shall apply or cause to be applied the annual assessments towards the payment of the maintenance expenses which may be incurred for any or all of the following purposes:

(1) For lighting, improving and maintaining the streets and open spaces for the general use of owners and occupants of the Property included in said tracts and for maintaining and repairing water mains.

(2) For operating and maintaining any storm water drains now or hereafter constructed in said Property.

(3) For collecting and disposing of garbage, trash, snow, etc.

(4) For expenses incident to the examination and consideration of plans as herein provided and to the enforcement of the restrictions, conditions, covenants, easements, charges and agreements herein contained and as amended from time to time.

(5) For taxes and assessments, if any, that may be levied by any public authority upon the streets, roads or open spaces now or hereafter opened, laid out or established for the general use of the owners of Property included in said tracts.

(6) For the cost of the administration and management of the association including all expenses incidental thereto such as, but not limited to, rent, office supplies and equipment, postage, telephone, personnel salaries, taxes, printing, insurance, legal and accounting fees and any other expenses incurred for the benefit of the Association as determined by the Board of Directors in its discretion.

(7) For the cost of maintenance of the pumping station and pumping station site and the cost and maintenance of the structure or structures previously herein referred to said site and structure to be used by the Association.

(8) For the cost of providing such periodic maintenance to the exterior of buildings erected upon the Lots as the association may undertake with the approval of the membership of the Association (including, without limitation, painting and staining, but excluding all structural repairs other than to party walls and roofs where such repairs are not covered under individual Lot Owners insurance policies).

(f) The Association also shall place a percentage of the annual assessment in a reserve fund. Such percentage is to be determined by the Board of Directors.

ARTICLE VI

SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement in the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose or at an annual meeting. All such special assessments for capital improvements shall be billed in the manner specified in the resolution of the members establishing the assessment.

ARTICLE VII

ANNUAL ASSESSMENTS AND SPECIAL ASSESSMENTS AS LIENS: The Annual Assessments and Special Assessments provided for herein shall be liens or encumbrances on the land with respect to which said charges are made and each party, by the acceptance of title to any of the land included in said tract from the time of acquiring title thereto until the same has been disposed of, shall be held to have covenanted and agreed to pay to the Association all charges provided for herein. A receipt or certificate in writing signed by a representative of the Association shall be given on request to any owner liable for such charges setting forth the status of the charges at the time the certificate is issued.

Each owner of a residential site shall be considered to have assented to the enforcement by the Association of the collection of any amount due by way of annual or special assessment. Liability for assessments may not be avoided by abandonment of the property for which the assessments are made or because of a dispute that the owner may have with the Association.

The lien of the assessments and charges provided for herein shall be subordinate to general and special assessments for real estate taxes and metropolitan charges on the lot and the lien of any first mortgage covering the lot, duly recorded prior to assessment of the charge or charges as a lien on such lot, or after receipt from the Association of a Certificate issued under this Article. 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 became due prior to such sale or transfer, except to the extent that same are collectible from any surplus remaining after payment of the outstanding 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. The term mortgage as used herein includes deed of trust.

Any assessments and special assessments levied pursuant to this Declaration, or any installment thereof, which is not paid within thirty (30) days after it is due, may, upon resolution of the Board of Directors of the Association, bear interest at a rate not to exceed fifteen percent (15%) per annum, and may, by resolution of the Board of Directors of the Association, subject the Lot Owner obligated to pay the same to the payment of such penalty or "late charge" as the Board may fix. In addition, in the event the Association shall bring an action at law against any Lot Owner personally obligated to pay the same or foreclose on the lien against any Lot or Lots then belonging to said Lot Owner as provided in this Article VII, then, in either of such events, court costs and reasonable attorneys' fees of not less than twenty percent (20%) of the sum claimed shall be added to the amount of each assessment and special assessment. The Association shall notify the holder of the first mortgage on any Lot for which any assessment and/or special assessment levied pursuant to this Declaration becomes delinquent for a period in excess of sixty (60) days and in any other case where the Lot Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period of sixty (60) days, but any failure to give such notice shall not affect the validity of the lien for any such assessment and special assessment levied pursuant to this Declaration, nor shall any such failure affect any of the priorities established in this Declaration. The Association may post a list of Lot Owners who are delinquent in the payment of any assessment and/or special assessment or other fees which may be due the association, including any installment thereof which becomes delinquent, in any prominent location with the Property.

ARTICLE VIII

RIGHT TO ABATE VIOLATIONS: In the event of any violation or attempted violation of any of the covenants or restrictions contained in the Declaration, then the same shall be considered to have been undertaken in violation hereof and without the

approval of the Association required herein, and, upon written notice from the Association, such violation shall be promptly removed or abated. In the event the same is not removed, or the violation is not otherwise terminated or abated, within thirty (30) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the Lot Owner of any Lot upon which such violation exists, or to the Lot Owner responsible for such violation if the same shall be committed or attempted on premises other than the Lot owned by such Lot Owner, then the Association shall have the right, through its agents and employees, to enter such Lot or other premises and to take such steps as may be necessary to remove or otherwise terminate or abate such violation and the cost thereof may be assessed against the Lot upon which violation occurred, and when so assessed, a statement for the amount thereof shall be rendered to the Lot Owner of said Lot at which time the assessment shall become due and payable and a continuing lien upon such Lot and a binding personal obligation of the Lot Owner of such Lot, in all respects (and subject to the same limitations) as the lien provided in Article VII of this Declaration. The Association shall have the further right, through its agents or employees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Declaration exists upon such Lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

In addition to the other remedies stated herein or authorized by statute, the Association shall have the authority to issue fines, after notice to the owner and an opportunity to be heard and cure, for violations of the Declaration, Bylaws, Rules and Regulations or Specifications. Such fines if not paid shall be treated as a lien on the owner's property and may be collected in the same manner as unpaid annual assessments.

ARTICLE IX

RIGHT TO ENFORCE: The provisions herein contained, subject to the right of termination or modification in whole or in part as herein provided, shall run with and bind the land and shall be for the benefit of and be enforceable by the Association or its representatives, heirs, successors and assigns. The failure by the Association or its representatives or any land owner to enforce any restriction, condition, covenant or agreement herein contained shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

ARTICLE X

EASEMENTS: Easements are reserved along the rear and side lines of certain lots in said Property as shown on said Plats; Sheets 1 and 2, for limited foot passage, for the installation and maintenance of utilities such as telephone, gas, electric and

water lines, sewer lines, pipes and conduits, and for the drainage of surface water. No structure, planting or obstruction of any kind shall be placed upon or permitted to remain upon the easements which damage or interfere with the intended use of the easement. The record owners of the residential sites over which an easement passes (excluding reversionary owners and lenders) shall maintain the easement areas except as to those improvements for which a utility company or public authority is responsible.

All owners of any portion of the Property shall have an easement for ingress and egress over the streets, roads, lanes and places as shown on said Plats, Sheets 1 and 2, to and from the public road.

Surrounding the entire Property (except on the Timonium Road boundary) and along the rear lines of many of the individual home sites or dwelling sites and throughout portions of the open space easements for drainage and utilities are shown on the Plat. These easements are reserved by the Declarant and will be granted to appropriate utilities and governmental authorities as required.

ARTICLE XI

OWNERS' LICENSE FOR USE OF OPEN SPACES: Every owner of a residential site shall have a license to use and enjoy the open space, subject to the following provisions:

(a) George F. Strutt or the Association may establish easements in favor of any public agency, authority or utility or transfer all or any part of the open space to any public agency, authority or utility subject such conditions as may be approved by the transferor and the transferee.

(b) The Association may establish rules and regulations for the use of the open space for the benefit of the owners of the residential sites.

(c) The transfer of title of any of the open space as well as the rules and regulations governing the use of the open space shall be subject to the approval of Baltimore County.

ARTICLE XII

EIGHTEEN FOOT ROAD RESERVATION: Along the eastern edge of the Property there is an eighteen (18) foot road reservation. This area in its various parts is now owned by George F. Strutt and is subject to various easements.

ARTICLE XIII

RESERVATIONS BY GEORGE F. STRUTT: George F. Strutt hereby reserves unto himself, his personal representatives and assigns:

(a) The title in fee to all of the property until specifically conveyed by appropriate deeds.

(b) The right to establish easements for any purpose.

(c) The right to re-locate, alter, modify, re-subdivide or change any and all lot lines, easements, streets, roads, lanes and places shown on said Plat of Valleywood Section 7, Sheets 1 and 2.

(d) Reference to streets, roads, lanes, places and easements herein is for the purpose of description only and is not intended to be in any manner a dedication of said streets, lanes, places or easements to public use.

(e) The right is reserved to the Declarant in connection with the grading of any street, road, lane, place or easement, or at any time thereafter, to enter upon any abutting lot and grade the portion of such lot adjacent to such street, road, lane, place or easement. The Declarant shall not have any obligation or duty to so grade or maintain any slope on any residential site.

(f) The right is reserved to the Declarant, his personal representatives and assigns, to amend, modify or change the provisions hereof at any time prior to the conveyance of any residential home site to a home owner. All amendments, modifications or changes in this Declaration shall be valid only when the approval of Baltimore County is obtained and evidenced on the document effecting the changes.

ARTICLE XIV

COVENANTS RUN WITH THE LAND: These covenants shall be in perpetuity, shall run with the land and shall be binding on all parties and all persons claiming under them, except as herein otherwise provided.

ARTICLE XV

AMENDMENT OF THIS DECLARATION: In addition to the right reserved by George F. Strutt, his personal representatives and assigns, in Article XIII hereof to amend this Declaration, the Declaration may also be amended from time to time or terminated provided an instrument signed by the owners of the fee simple and

leasehold interests (exclusive of reversionary interest, mortgagees, other lenders and creditors) of at least sixty percent (60%) of lots 1 through 160, evidencing their agreement to change or terminate these covenants in whole or in part, is recorded among the Land Records of Baltimore County. All amendments, modifications or changes in this Declaration shall be valid only when approved by Baltimore County, Maryland.

ARTICLE XVI

INVALIDATION OF ANY COVENANT OR RESTRICTION: Invalidation of any one or more of these covenants and restrictions by judgment or order of court shall not in any way affect the validity or enforceability of the other covenants and restrictions, which shall remain in full force and effect.

ARTICLE XVII

NOTICES: Every request of a Lot Owner for any approval or consent which may be required of the Association under the terms of this Declaration or any other notice or communication authorized or required by this Declaration from any Lot Owner to the Association shall be in writing and sent postage prepaid by United States registered or certified mail, return receipt requested, directed to the Association at its address hereafter set forth or such other address as the Association may designate by notice to Lot Owners given from time to time in accordance with this Article XVII:

Valleywood-at-Five-Farms Homeowners
Association, Inc.
c/o Managing Agent
(Name & address listed in current Community Directory)

Any notice required to be sent to any Lot Owner under the provisions of this Declaration shall be deemed to have been properly given when hand-delivered or mailed by ordinary mail, postage prepaid at the postal address of the Lot owned by such Lot Owner or at such other address as such Lot Owner shall have furnished to the Association in writing in accordance with provisions of this Article XVII.

ARTICLE XVIII

LIABILITY OF BOARD OF DIRECTORS/INDEMNIFICATION:

a. The members of the Board of Directors shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith.

b. The Association shall indemnify every Director and Officer against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any Directors or Officers in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Association) in which he or she may be made a party to by reason of being or having been a Director or Officer of the Association, whether or not such person is a Director or Officer at the time such expenses are incurred. The Board of Directors shall obtain adequate directors' and officers' insurance. The Directors and Officers of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each such Director and Officer free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Director or Officer of the Association or former Director or Officer of the Association may be entitled.

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
VALLEYWOOD -AT-FIVE-FARMS

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS made this 18th day of January, 2002, by the undersigned owners of the fee simple and/or leasehold interests of the property hereafter described.

WHEREAS, the undersigned (hereinafter referred to as "Lot Owners") are the owners of the fee simple and/or leasehold interests of at least sixty percent (60%) of lots 1 through 160 as shown on two plats entitled (i) "Second Amended Plat, Sheet 1, Valleywood, Section 7," which plat is recorded among the Land Records of Baltimore County in **Plat Book EHKJr No. 44, Folio 133** and (ii) "Amended Plat, Sheet 2, Valleywood, Section 7," which plat is recorded among the Land Records of Baltimore County in **Plat Book EHKJr No. 43, Folio 114**. Such plats were formerly known as the plats of "Valleywood, Section 7, Sheets 1 and 2," and were recorded in **Plat Book EHKJr No. 42, Folios 141 and 142**, respectively.

WHEREAS, the aforesaid lots 1 through 160 are subject to the legal operation and effect of Amended Declaration Number One of Covenants, Conditions and Restrictions dated October 1, 1978 and recorded among the Land Records of Baltimore County in Liber EHKJr No. 5952, Folio 822, and Amendment to Declaration of Covenants, Conditions and Restrictions dated February 2, 1982, and recorded among the Land Records of Baltimore County in Liber EHKJr No. 6366, Folio 720, and Amendment to Declaration of Covenants, Conditions and Restrictions dated July 26, 1984, and recorded among the Land Records of Baltimore County in Liber EHKJr No. 6745, Folio 227, and Amendment to Declaration of Covenants, Conditions and Restrictions dated November 4, 1996, and recorded among the Land Records of Baltimore County in Liber EHKJr No. 11915, Folio 013 (hereinafter collectively referred to as the "Declaration"); and

WHEREAS, Article XV of the Declaration provides:

> "AMENDMENT OF THIS DECLARATION: In addition to the right reserved by George F. Strutt, his personal representatives and assigns, in Article XIII hereof to amend this Declaration, the Declaration may also be amended from time to time or terminated provided an instrument signed by the owners of the fee simple and leasehold interests (exclusive of reversionary interest, mortgagees, other lenders and creditors) of at least sixty percent (60%) of lots 1 through 160, evidencing their agreement to change or terminate these covenants in whole or in part, is recorded among the Land Records of Baltimore County. . ."

WHEREAS, the undersigned Lot Owners are the owners of the fee simple and leasehold interests of more than sixty percent (60%) of the aforesaid lots 1 through 160 and, pursuant to their powers to amend the Declaration as reserved in Article XV of the Declaration as set forth in the above paragraph, desire to amend the Declaration for the mutual benefit and advantage of themselves and such lots 1 through 160.

NOW THEREFORE, this Amendment to Declaration of Covenants, Conditions and Restrictions witnesseth: That the parties hereto, for themselves, their respective personal representatives, heirs, successors, and assigns do hereby covenant, agree, and declare that the Declaration, as above defined, be and the same is hereby amended and modified as follows:

1. The following provisions are hereby added to Article XIII, Section (b):

Each owner of a residential lot that will be impacted will be advised and their consent requested by the Association prior to the creation of any new easement that would result in altering the appearance of their private property with the installation of above ground appurtenant equipment or new facilities to be placed under ground across private property. If the owner does not consent to the easement, the procedure in subsection (b)(1) shall be followed.

(b)(1) The Association may grant easements on private property over the objection of an owner if consent is obtained by written instrument from a simple majority of the Association's membership if the easement affects all owners or from a simple majority of the affected owners if the easement affects less than the total membership of the Association. If the required majority of signatures is not obtained, all affected owners will be advised of the results by mail or by telephone calls.

(b)(2) If an easement is granted, the grantee shall be responsible for the costs of restoring the private property to its former state and/or camouflaging such above ground installations. Restoration alternatives will be discussed with owners but the final approval resides with the Board of Directors. The grantee shall also have rights of access over the private property to make necessary repairs or required maintenance to the easement area.

(b)(3) Notwithstanding anything to the contrary in the foregoing provisions, consent of the affected owner shall not be required in an emergency as determined in the sole discretion of the Board of Directors

or for easements in existence at the time this Amendment was adopted by the owners.

IN WITNESS WHEREOF, I, William M. Corun, a current Director of the VALLEYWOOD AT FIVE FARMS HOMEOWNERS ASSOCIATION do hereby certify and affirm that the undersigned signatures were received from lot owners in the Association and represent the required sixty (60%) approval for the Declaration Amendment set forth herein.

VALLEYWOOD AT FIVE FARMS
HOMEOWNERS ASSOCIATION

William M. Corun, Director

To wit: Baltimore County, Maryland

I HEREBY CERTIFY, that on this 18th day of January, 2002, before me, the subscriber, a Notary Public, personally appeared William M. Corun known to me or satisfactorily proven to be the person whose name is subscribed herein and acknowledge that he executed the same for the purposes herein contained.

Notary Public

My Commission Expires: 5/1/2004

After recording mail to:
Julianne E. Dymowski, Esquire
Whiteford, Taylor & Preston, L.L.P.
1025 Connecticut Avenue, N.W., Suite #400
Washington, D.C. 20036

REVIEWED FOR BALTIMORE COUNTY REQUIREMENTS

COUNTY SOLICITOR

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
VALLEYWOOD -AT-FIVE-FARMS

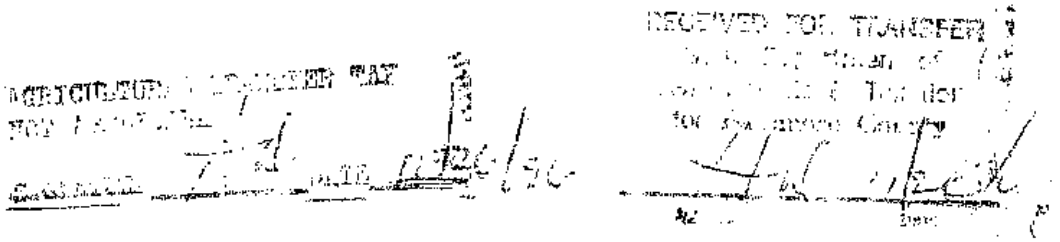
THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS made this 4th day of November, 1996, by the undersigned owners of the fee simple and/or leasehold interests of the property hereafter described.

WHEREAS, the undersigned (hereinafter referred to as "Lot Owners") are the owners of the fee simple and/or leasehold interests of at least sixty percent (60%) of lots 1 through 160 as shown on two plats entitled (i) "Second Amended Plat, Sheet 1, Valleywood, Section 7," which plat is recorded among the Land Records of Baltimore County in **Plat Book EHKJr No. 44, Folio 133** and (ii) "Amended Plat, Sheet 2, Valleywood, Section 7," which plat is recorded among the Land Records of Baltimore County in **Plat Book EHKJr No. 43, Folio 114**. Such plats were formerly known as the plats of "Valleywood, Section 7, Sheets 1 and 2," and were recorded in Plat Book EHKJr No. 42, Folios 141 and 142, respectively.

WHEREAS, the aforesaid lots 1 through 160 are subject to the legal operation and effect of Amended Declaration Number One of Covenants, Conditions and Restrictions dated October 1, 1978 and recorded among the Land Records of Baltimore County in Liber EHKJr No. 5952, Folio 822, and Amendment to Declaration of Covenants, Conditions and Restrictions dated February 2, 1982, and recorded among the Land Records of Baltimore County in Liber EHKJr No. 6366, Folio 720, and Amendment to Declaration of Covenants, Conditions and Restrictions dated July 26, 1984, and recorded among the Land Records of Baltimore County in Liber EHKJr No. 6745, Folio 227, (hereinafter collectively referred to as the "Declaration"); and

WHEREAS, Article XV of the Declaration provides:

> "AMENDMENT OF THIS DECLARATION: In addition to the right reserved by George F. Strutt, his personal representatives and assigns, in Article XIII hereof to amend this Declaration, the Declaration may also be amended from time to time or terminated provided an instrument signed by the owners of the fee simple and leasehold interests (exclusive of reversionary interest, mortgagees, other lenders and creditors) of at least sixty percent (60%) of lots 1 through 160, evidencing their agreement to change or terminate these covenants in whole or in part, is recorded among the Land Records of Baltimore County. . ."



WHEREAS, the undersigned Lot Owners are the owners of the fee simple and leasehold interests of more than sixty percent (60%) of the aforesaid lots 1 through 160 and, pursuant to their powers to amend the Declaration as reserved in Article XV of the Declaration as set forth in the above paragraph, desire to amend the Declaration for the mutual benefit and advantage of themselves and such lots 1 through 160.

NOW THEREFORE, this Amendment to Declaration of Covenants, Conditions and Restrictions witnesseth: That the parties hereto, for themselves, their respective personal representatives, heirs, successors, and assigns do hereby covenant, agree, and declare that the Declaration, as above defined, be and the same is hereby amended and modified as follows:

1. Article I, Section (d) is hereby deleted in its entirety, and the following is inserted in its place:

   (d) The Association shall have one class of voting membership as follows:

      (1) The owners of a residential site will acquire membership in the Association at the time the title deed to the residential site is recorded in the owner's name among the Land Records of Baltimore County and shall lose membership in this Association when said site is conveyed and the deed similarly recorded. Owners of reversionary interests (ground rents), mortgages, and trustees under deeds of trust in the nature of a mortgage, are not members. Trustees of beneficial trusts are members. Personal Representatives of estates are members. Occupants of the premises as trust beneficiaries or beneficiaries in an intestacy or in an estate are not members.

      (2) Members in the association are entitled to one vote only for each residential site owned.

2. Article I, Section (e) is hereby added as follows:

   (e) The Association, through its Board of Directors, may adopt and amend Rules and Regulations for the community.

3. Article II is hereby deleted in its entirety, and the following is inserted in its place:

Use: The property shall be used for purposes of a residential community containing dwellings, streets (streets, roads, lanes, places and whatever name called) easements, utilities, service areas and open space. There shall not be any commercial development except in the form of service areas maintained by the developer on a temporary basis and finally maintained by the Association and their successor grantees in connection with the installation of a water pumping station and a service structure or structures for the housing and maintenance of equipment used on the property. Residential lots numbered 1 through 160 shall be used exclusively for single family residential purposes except as follows:

(a) Any part of any dwelling now or hereafter erected on said land may be used by a member of any recognized profession such as: lawyers, architects, accountants, physicians or dentists, not including hospital type facilities, for the practice of said professions, subject to Baltimore County and State of Maryland zoning and other pertinent regulations, provided that the individual professional person using such office resides in the same dwelling in which said office is located, such use occupying 25% or less of the floor area of the dwelling.

(b) The use of a residence, or any part thereof, as a family day care is prohibited. This prohibition on family day cares may be eliminated by the vote of a majority of the total eligible voters of the association under voting procedures contained in the Bylaws.

4. Article III is hereby deleted in its entirety, and the following is inserted in its place:

(a) No fence, wall or hedge shall be erected, placed or altered in the front of any lot. Board approval, in accordance with Article IV herein, must be obtained prior to erecting any fence, wall or hedge on any other part of a lot. All fences must be of wood construction and of a design and installation approved by the Declarant or the Association.

(b) No noxious or offensive activity shall be carried on upon any lot or within any improvement located thereon which may become an annoyance or nuisance to the neighborhood.

(c) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No tool shed or equivalent structure shall be maintained on any lot.

(d) Except as provided in Article II of this Declaration, no signs of any kind shall be erected or displayed to the public view on any lot in the development, except one professional sign advertising the name and profession of the resident. This sign shall not be illuminated, shall not be more than 144 square inches in area, and shall either be attached directly to the front or side wall of the dwelling or erected not more than two feet from the front wall thereof. If attached to the wall by any bracket, pole, hanger or by any other means whatsoever, the sign shall not extend more than two feet from the front wall at any angle. All such signs shall be below the roof line and shall be in full compliance with all County rules and regulations. One sign of not more than five square feet in area advertising the property for sale or rent may be erected by the residential property owner for a period not exceeding sixty (60) calendar days.

(e) Except for portable children's' pools, no swimming pool above or below ground is permitted.

(f) Timonium Road is that portion of Timonium Road within the boundaries of the property. These Plats do not show the full width of Timonium Road. Timonium Road, to the extent owned by the Declarant, is at sometime in the future to be transferred to the Association for use as a private road or to Baltimore County or State of Maryland for use as a public road.

(g) Chapel Valley, Kimrick Place and Five Farms Lane, herein referred to as streets, are to be established as paved roads and eventually transferred to the Association, subject to any pre-existing easements. The streets are to be improved to the extent determined by Valley Wood, Incorporated or the Association in accordance with Baltimore County specifications both as to width and construction. These streets may at some future date be transferred to Baltimore County or the State of Maryland, subject to the consent of the appropriate Baltimore County or State of Maryland requirements.

(h) The open space provided for in this Declaration and shown on said Plats is to be used for the benefit of the owners of the residential sites shown on said Plats. The land is to be maintained for recreational, park and beautification purposes as required by Baltimore County. The open space is to be subject to easements for public utilities and in favor of Baltimore County and the State of Maryland; to be used by the developer for usual requirements during the course of development; to be used by the developer and the Association for the installation of a water

pumping station and the necessary distribution of water through mains, pipes and various connections and for the maintenance of said water pumping station, mains, pipes, connections, etc.; to be used for the housing of the water pumping station; to be used as a site for a structure or structures for the storage, maintenance and use of equipment necessary for the purpose of maintaining the open space areas as well as the streets and sidewalks. The open space may not be used by any individual or other entity for the user's exclusive purposes other than for a temporary use.

(i) Utility and drainage easements to a width of 10 feet are hereby established along the rear line of each residential lot as shown on the aforesaid Plats. Various footways, paved or unpaved, are to be established as shown on the Plats or in areas where such footways may be needed; the extent of the installation of such footways is to be in the discretion of the developer or the Association, depending upon who owns the title to the property at the time.

(j) Throughout the development as shown on said Plats are several easements extending from the street to the rear of the adjacent dwelling site which are to be used as walkways. These easements are designed to permit the dwelling owners in any group of houses to reach the rear of their respective dwellings by proceeding along the easements from a street and then along the easement in the rear of the dwellings in that particular group of homes.

(k) Between the streets as laid out and the rear of certain residential lots there are unmarked areas. For example, such an area appears along the rear of Lots 59 through 82. (The failure to so designate the other lots in this paragraph does not mean that the areas described do not exist.) These areas are open spaces and are to be used as easements for passage to and from the dwelling site to the street and for other open space purposes.

(l) Limited pedestrian walkways are to be developed adjacent to numerous lots, i.e., 53, 54, 55, 56, 57, 58, 59 and 80, 81, 82, 83, 84 and 130, 131, 132 and other lots not recited in this paragraph.

(m) Sanitary sewers serving Lots 1 through 160 will be installed in the Chapel Valley Lane, Kimrick Place and Five Farms Lane and in various easements by the developer or Baltimore County. The pipes will be owned by Baltimore County and the sewer service will be provided by Baltimore County. The streets in which the sanitary sewers are installed will be owned by the developer, the Association or Baltimore County as required by Baltimore County. The individual property owners will be billed a charge in connection with the installation and maintenance of sewer mains and services.

(n) The water supply system, including lines in the street and fire hydrants, will be installed by the developer. Water will be supplied by Baltimore City and Baltimore County. That portion of the water supply system which is designed or installed to serve more than one Lot Owner shall be repaired and maintained by the Association, or Baltimore County as is appropriate from time to time. That portion of the water supply system from and including the water valve to the residence including that portion under or on common property will be repaired and maintained by that Lot Owner for whom it was designed or installed to serve.

(o) Residents shall not keep any bird or animal for any commercial purpose whatsoever. No more than a total of two animals may be kept on any residential site unless written permission is obtained from the Association. Any animal kept by a resident shall be kept in such a manner as not to be an annoyance or nuisance to any other resident .

(p) Commercial vehicles, campers, house trailers, boats, boat trailers, discarded vehicles and things of a similar nature may not be stored or parked throughout the property on any private dwelling site, street or open space for a period exceeding 48 hours. In the event of violation of this provision the Association shall have the authority to remove the object and have the same stored commercially at the expense of the owner.

(q) No exterior, visible antennae may be erected on the property without the prior approval of the Association's Board of Directors.

(r) Each Lot Owner shall keep each Lot owned by him, and all improvements thereon or therein, in good order and repair, including, but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting or staining (or other appropriate external care) of all buildings and other improvements in a manner and with such frequency as is consistent with good property management. If, in the opinion of the Association, any Lot Owner fails to perform the duties imposed by the preceding sentence, the Association, its successors or assigns, after fifteen (15) days notice to the Lot Owner to remedy the condition in question, shall have the right, through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot or such improvements; and the cost thereof shall be a binding personal obligation of such Lot Owner as well as a lien upon the Lot in question enforceable in the same manner and on the same terms as the lien provided in Article VII hereof.

5. Article IV is hereby deleted in its entirety, and the following is inserted in its place:

Approval of Plans:

No building, fence, wall, landscaping or other improvements or structures shall be commenced, erected, placed, moved, altered or maintained on said tracts, nor shall any additions to or change (including any change of color) or other alterations thereupon be made until the complete plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, location and the grading plan of the plot to be built upon have been submitted to and approved in writing by the Association or its representative, and a copy thereof, as finally approved, made available to the Association or its representative. In addition, no structures or improvements upon said tracts shall be painted or stained until the specific paint and/or stain to be used for such purpose have been submitted to and approved in writing by the Association or its representative.

The Association or is representative shall have the right to refuse to approve any such plans or specifications or grading plan which are not suitable or desirable in its opinion for aesthetic or other reasons, and in so passing upon such plans, specifications and grading plan it shall have the right to take into consideration the suitability of the proposed building or other structure and the materials of which it is to be built and the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from neighboring properties.

(a) The Association shall review the plans and specifications and advise the applicant, within 30 days of the time when the application is filed with the Association, of the determination by the Association, which shall be in the form of approval, approval with modifications, or disapproval. If the Association does not act affirmatively and send a notification to the applicant within 30 days of filing of the application with the Association, then the application will be considered as approved by the Association.

(b) The approval by the Association does not imply that the plans, specifications, proposed construction and location on the lot are in compliance with Baltimore County and State of Maryland Laws and Rules on the subject.

6. Article V is hereby deleted in its entirety, and the following is inserted in its place:

ASSESSMENTS: All owners of property in the Association shall be obligated to pay to the Association an annual charge for the purpose of creating maintenance and reserve funds. In the Board of Directors' discretion, the annual assessments may be paid on a quarterly basis, due in advance and payable on the first day of January, April, July and October of each year.

(a) The annual assessments payable by each residential site owner may be increased each fiscal year by affirmative vote of the majority of the Board of Directors of the Association but without a vote of the members of the Association, by not more than 10% of the annual assessments for the previous fiscal year.

(b) The amount of the annual assessments may be increased in excess of ten percent (10%) of the previous annual assessment provided that each assessment in excess of ten percent (10%) shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose or at a regular annual meeting of the Association.

(c) The annual assessments may be decreased at any time by affirmative vote of the majority of the Board of Directors or by a two-third (2/3) vote of the members who are voting in person or by proxy at a meeting called for this purpose or at a regular annual meeting of the Association.

(d) The Association shall establish the annual assessments and each property owner shall be notified promptly of the amount of the annual assessments. In sending notification to the various property owners the Association shall be required to send the notice only to those property owners who have provided the Association with their name and address. It shall not be the responsibility of the Association to examine the land records or the tax records or to use other means to ascertain the name, address and ownership of an individual residential site.

(e) The Association shall apply or cause to be applied the annual assessments towards the payment of the maintenance expenses which may be incurred for any or all of the following purposes:

(1) For lighting, improving and maintaining the streets and open spaces for the general use of owners and occupants of the Property included in said tracts and for maintaining and repairing water mains.

(2) For operating and maintaining any storm water drains now or hereafter constructed in said Property.

(3) For collecting and disposing of garbage, trash, snow, etc.

(4) For expenses incident to the examination and consideration of plans as herein provided and to the enforcement of the restrictions, conditions, covenants, easements, charges and agreements herein contained and as amended from time to time.

(5) For taxes and assessments, if any, that may be levied by any public authority upon the streets, roads or open spaces no or hereafter opened, laid out or established for the general use of the owners of Property included in said tracts.

(6) For the cost of the administration and management of the association including all expenses incidental thereto such as, but not limited to, rent, office supplies and equipment, postage, telephone, personnel salaries, taxes, printing, insurance, legal and accounting fees and any other expenses incurred for the benefit of the Association as determined by the Board of Directors in its discretion.

(7) For the cost of maintenance of the pumping station and pumping station site and the cost and maintenance of the structure or structures previously herein referred to said site and structure to be used by the Association.

(8) For the cost of providing such periodic maintenance to the exteriors of buildings erected upon the Lots as the association may undertake with the approval of the membership of the Association (including, without limitation, painting and staining, but excluding all structural repairs other than to party walls and roofs where such repairs are not covered under individual Lot Owners insurance policies).

(f) The Association also shall place a percentage of the annual assessment in a reserve fund. Such percentage is to be determined by the Board of Directors with the assistance of professional advice.

7. Article VI is hereby deleted in its entirety, and the following is inserted in its place:

SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement in the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose or at an annual meeting. All such special assessments for capital improvements shall be billed in the manner specified in the resolution of the members establishing the assessment.

8. Article VII is hereby deleted in its entirety, and the following is inserted in its place:

ANNUAL ASSESSMENTS AND SPECIAL ASSESSMENTS AS LIENS: The Annual Assessments and Special Assessments provided for herein shall be liens or encumbrances on the land with respect to which said charges are made and each party, by the acceptance of title to any of the land included in said tract from the time of acquiring title thereto until the same has been disposed of, shall be held to have covenanted and agreed to pay to the Association all charges provided for herein. A receipt or certificate in writing signed by a representative of the Association shall be given on request to any owner liable for such charges setting forth the status of the charges at the time the certificate is issued.

Each owner of a residential site shall be considered to have assented to the enforcement by the Association of the collection of any amount due by way of annual or special assessment. Liability for assessments may not be avoided by abandonment of the property for which the assessments are made or because of a dispute that the owner may have with the Association.

The lien of the assessments and charges provided for herein shall be subordinate to general and special assessments for real estate taxes and metropolitan charges on the lot and the lien of any first mortgage covering the lot, duly recorded prior to assessment of the charge or charges as a lien on such

lot, or after receipt from the Association of a Certificate issued under this Article. 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 became due prior to such sale or transfer, except to the extent that same are collectible from any surplus remaining after payment of the outstanding 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. The term mortgage as used herein includes deed of trust.

Any assessments and special assessments levied pursuant to this Declaration, or any installment thereof, which is not paid within thirty (30) days after it is due, may, upon resolution of the Board of Directors of the Association, bear interest at a rate not to exceed fifteen percent (15%) per annum, and may, by resolution of the Board of Directors of the Association, subject the Lot Owner obligated to pay the same to the payment of such penalty or "late charge" as the Board may fix. In addition, in the event the Association shall bring an action at law against any Lot Owner personally obligated to pay the same or foreclose on the lien against any Lot or Lots then belonging to said Lot Owner as provided in this Article VII, then, in either of such events, court costs and reasonable attorneys' fees of not less than twenty percent (20%) of the sum claimed shall be added to the amount of each assessment and special assessment. The Association shall notify the holder of the first mortgage on any Lot for which any assessment and/or special assessment levied pursuant to this Declaration becomes delinquent for a period in excess of sixty (60) days and in any other case where the Lot Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period of sixty (60) days, but any failure to give such notice shall not affect the validity of the lien for any such assessment and special assessment levied pursuant to this Declaration, nor shall any such failure affect any of the priorities established in this Declaration. The Association may post a list of Lot Owners who are delinquent in the payment of any assessment and/or special assessment or other fees which may be due the association, including any installment thereof which becomes delinquent, in any prominent location with the Property.

9. The following provision is hereby added to Article VIII:

In addition to the other remedies stated herein or authorized by statute, the Association shall have the authority to issue fines, after notice to the owner and an opportunity to be heard and cure the violation, for violations of the Declaration, Bylaws, Rules and Regulations or Specifications. Such fines if not

paid shall be treated as a lien on the owner's property and may be collected in the same manner as unpaid annual assessments.

10. Article XVII is hereby deleted in its entirety, and the following is inserted in its place:

NOTICES: Every request of a Lot Owner for any approval or consent which may be required of the Association under the terms of this Declaration or any other notice or communication authorized or required by this Declaration from any Lot Owner to the Association shall be in writing and sent postage prepaid by United States registered or certified mail, return receipt requested, directed to the Association at its address hereafter set forth or such other address as the Association may designate by notice to Lot Owners given from time to time in accordance with this Article XVII:

Valleywood-at-Five-Farms Homeowners Association, Inc.
c/o Managing Agent
(Name & address listed in current Community Directory)

Any notice required to be sent to any Lot Owner under the provisions of this Declaration shall be deemed to have been properly given when hand-delivered or mailed by ordinary mail, postage prepaid at the postal address of the Lot owned by such Lot Owner or at such other address as such Lot Owner shall have furnished to the Association in writing in accordance with provisions of this Article XVII.

11. The provisions of the Declaration are hereby amended by the addition of the following Article XVIII:

ARTICLE XVIII

Liability of the Board of Directors/Indemnification:

(a). The members of the Board of Directors shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith.

(b). The Association shall indemnify every Director and Officer against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any Directors or Officers in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of

Directors of the Association) in which he or she may be made a party to by reason of being or having been a Director or Officer of the Association, whether or not such person is a Director or Officer at the time such expenses are incurred. The Board of Directors shall obtain adequate directors and officers insurance. The Directors and Officers of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each such Director and Officer free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Director or Officer of the Association or former Director or Officer of the Association may be entitled.

IN WITNESS WHEREOF, I, William M. Corun, as the current President of the VALLEYWOOD AT FIVE FARMS HOMEOWNERS ASSOCIATION do hereby certify and affirm that the undersigned signatures were received from lot owners in the Association and represent the required sixty (60%) approval for each of the Declaration Amendments herein.

VALLEYWOOD AT FIVE FARMS
HOMEOWNERS ASSOCIATION

William M. Corun

William M. Corun, President

To wit: Baltimore County, Maryland

I HEREBY CERTIFY, that on this 4th day of November, 1996, before me, the subscriber, a Notary Public, personally appeared William M. Corun known to me or satisfactorily proven to be the person whose name is subscribed herein and acknowledge that he executed the same for the purposes herein contained.

Notary Public

My Commission Expires: 4-1-2000

After recording mail to:
Julianne E. Dymowski, Esquire
Whiteford, Taylor & Preston, L.L.P.
1025 Connecticut Avenue, N.W., Suite #400
Washington, D.C. 20036

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
VALLEYWOOD-AT-FIVE-FARMS

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this 26th day of July, 1984, by the undersigned owners of the fee simple and/or leasehold interests of the property hereafter described, Parties of the First Part, and BALTIMORE COUNTY, MARYLAND, a body corporate and politic, ("Baltimore County"), Party of the Second Part.

C RC/F 255.00
DECLAR 0 #
EHK JR T 255.00
#15213 C001 R02 T12:16
07/26/84

EXPLANATORY STATEMENT

A. The undersigned are the owners (hereinafter sometimes referred to as the "Lot Owners") of the fee simple and/or leasehold interests of at least sixty percent (60%) of Lots 1 through 160 (individually a "Lot" or collectively the "Lots") as shown on two (2) plats entitled (i) "Second Amended Plat, Sheet 1, Valleywood, Section 7," which plat is recorded among the Land Records of Baltimore County in Plat Book EHKJr No. 44, Folio 133 and (ii) "Amended Plat, Sheet 2, Valleywood, Section 7," which plat is recorded among the Land Records of Baltimore County in Plat Book EHKJr No. 43, Folio 114. Such plats were formerly known as the plats of "Valleywood, Section 7, Sheets 1 and 2," and were recorded in Plat Book EHKJr No. 42, Folios 141 and 142, respectively.

B. The aforesaid Lots 1 through 160 are subject to the legal operation and effect of Amended Declaration Number One of Covenants, Conditions and Restrictions dated October 1, 1978 and recorded among the Land Records of

Baltimore County in Liber EHKJr No. 5952, Folio 822, and Amendment to Declaration of Covenants, Conditions and Restrictions dated February 2, 1982, and recorded among the Land Records of Baltimore County in Liber EHKJr No. 6366, Folio 720 (hereinafter collectively referred to as the "Declaration"); and

C. The Lot owned by each of the undersigned Lot Owners is that Lot the number of which is designated beneath their signatures hereafter set forth.

D. Article XV of the Declaration provides:

> "AMENDMENT OF THIS DECLARATION: In addition to the right reserved by George F. Strutt, his personal representatives and assigns, in Article XIII hereof to amend this Declaration, the Declaration may also be amended from time to time or terminated provided an instrument signed by the owners of the fee simple and leasehold interests (exclusive of reversionary interest, mortgagees, other lenders and creditors) of at least sixty percent (60%) of Lots 1 through 160, evidencing their agreement to change or terminate these covenants in whole or in part, is recorded among the Land Records of Baltimore County. All amendments, modifications or changes in this Declaration shall be valid only when approved by Baltimore County, Maryland."

E. The undersigned Lot Owners are the owners of the fee simple and leasehold interests of more than sixty percent (60%) of the aforesaid Lots 1 through 160 and, pursuant to their powers to amend the Declaration as reserved in Article XV of the Declaration as set forth in Paragraph D above, desire to amend the Declaration for the mutual benefit and advantage of themselves and such Lots 1 through 160. Baltimore County, Maryland, joins herein for the sole purpose of approving the amendments to the Declaration as required by the aforesaid Article XV.

F. Except where expressly defined otherwise herein, capitalized terms and phrases used in this instrument shall have the same meanings as set forth in the Declaration, whether used in the singular or the plural number.

NOW, THEREFORE, this Amendment to Declaration of Covenants, Conditions and Restrictions witnesseth: That the parties hereto, for themselves, their respective personal representatives, heirs, successors and assigns, do hereby covenant, agree and declare that the Declaration, as above defined, be and the same is hereby amended and modified as follows:

1. The provisions of Article III ("General Restrictions") are hereby amended by the addition of the following subparagraph (s):

> "(s) Each Lot Owner shall keep each Lot owned by him, and all improvements thereon or therein, in good order and repair, including, but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting or staining (or other appropriate external care) of all buildings and other improvements in a manner and with such frequency as is consistent with good property management. If, in the opinion of the Association, any Lot Owner fails to perform the duties imposed by the preceding sentence, the Association, its successors or assigns, after fifteen (15) days notice to the Lot Owner to remedy the condition in question, shall have the right, through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot or such improvements; and the cost thereof shall be a binding personal obligation of such Lot Owner as well as a lien upon the Lot in question enforceable in the same manner and on the same terms as the lien provided in Article VII hereof."

2. The provisions of the first sentence of Article IV ("Approval of Plans") of the Declaration are hereby deleted and the following first sentence of Article IV is substituted in lieu thereof as follows:

> "No building, fence, wall, landscaping or other improvements or structures shall be commenced,

erected, placed, moved, altered or maintained on said tracts, nor shall any additions to or change (including any change of color) or other alterations thereupon be made until the complete plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, location and the grading plan of the plot to be built upon have been submitted to and approved in writing by the Association or its representative, and a copy thereof, as finally approved, made available to the Association or its representative. In addition, no structures or improvements upon said tracts shall be painted or stained until the specific paint and/or stain to be used for such purpose have been submitted to and approved in writing by the Association or its representative."

3. The provisions of the fifth sentence of Article V ("Maintenance Charges") are hereby deleted.

4. The provisions of subparagraph (e) of Article V ("Maintenance Charges") are hereby amended by the addition of the following clause (9) to subparagraph (e) of such Article V as follows:

"(9) The cost of providing such periodic maintenance to the exteriors of buildings erected upon the Lots as the Association may undertake with the approval of the membership of the Association (including, without limitation, painting and staining, but excluding all structural repairs other than to party walls and roofs where such repairs are not covered under individual Lot Owners insurance policies)."

5. The provisions of Article VII ("Maintenance Charges and Special Assessments as Liens") are hereby amended by the addition of the following provisions:

"Any maintenance charges and special assessments levied pursuant to this Declaration, or any installment thereof, which is not paid within thirty (30) days after it is due, may, upon resolution of the Board of Directors of the Association, bear interest at a rate not to exceed fifteen percent (15%) per annum, and may, by resolution of the Board of Directors of the Association, subject the Lot Owner obligated to pay the same to the payment of such penalty or "late charge" as the Board may fix. In addition, in the event the Association shall bring an

action at law against any Lot Owner personally obligated to pay the same or foreclose on the lien against any Lot or Lots then belonging to said Lot Owner as provided in this Article VII, then, in either of such events, court costs and reasonable attorneys' fees of not less than twenty percent (20%) of the sum claimed shall be added to the amount of each maintenance charge and special assessment. The Association shall notify the holder of the first mortgage on any Lot for which any maintenance charge and/or special assessment levied pursuant to this Declaration becomes delinquent for a period in excess of sixty (60) days and in any other case where the Lot Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period of sixty (60) days, but any failure to give such notice shall not affect the validity of the lien for any such maintenance charge and special assessment levied pursuant to this Declaration, nor shall any such failure affect any of the priorities established in this Declaration. The Association may post a list of Lot Owners who are delinquent in the payment of any maintenance charge and/or special assessment or other fees which may be due the Association, including any installment thereof which becomes delinquent, in any prominent location within the Property."

6. The provisions of Article VIII ("Right to Abate Violations") are hereby deleted and the following Article VIII is substituted in lieu thereof:

"RIGHT TO ABATE VIOLATIONS: In the event of any violation or attempted violation of any of the covenants or restrictions contained in the Declaration, then the same shall be considered to have been undertaken in violation hereof and without the approval of the Association required herein, and, upon written notice from the Association, such violation shall be promptly removed or abated. In the event the same is not removed, or the violation is not otherwise terminated or abated, within thirty (30) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the Lot Owner of any Lot upon which such violation exists, or to the Lot Owner responsible for such violation if the same shall be committed or attempted on premises other than the Lot owned by such Lot Owner, then the Association shall have the right, through its agents and employees, to enter upon such Lot or other premises and to take such steps as may be necessary to remove or otherwise terminate or abate such violation and the cost thereof may be assessed against the Lot upon which such violation occurred, and when so assessed, a statement for the amount thereof shall be rendered to the Lot Owner of said Lot at which time the assessment shall become due and payable and a continuing lien upon such Lot and a binding personal obligation of the Lot Owner of such Lot, in all respects (and subject to the same limitations) as the

lien provided in Article VII of this Declaration. The Association shall have the further right, through its agents or employees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Declaration exists upon such Lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection."

7. The provisions of the Declaration are hereby amended by the addition of the following Article XVII:

"ARTICLE XVII. NOTICES: Every request of a Lot Owner for any approval or consent which may be required of the Association under the terms of this Declaration or any other notice or communication authorized or required by this Declaration from any Lot Owner to the Association shall be in writing and sent postage prepaid by United States registered or certified mail, return receipt requested, directed to the Association at its address hereafter set forth or at such other address as the Association may designate by notice to Lot Owners given from time to time in accordance with this Article XVII:

Valleywood-at-Five-Farms Homeowner's
Association, Inc.
Post Office Box 311
Five Farms Lane
Timonium, Maryland 21093

Any notice required to be sent to any Lot Owner under the provisions of this Declaration shall be deemed to have been properly given when hand-delivered or mailed by ordinary mail, postage prepaid at the postal address of the Lot owned by such Lot Owner or at such other address as such Lot Owner shall have furnished to the Association in writing in accordance with the provisions of this Article XVII."

8. Except as hereby modified, all covenants, conditions, restrictions and other provisions contained in the Declaration shall remain in full force and effect and are hereby ratified and confirmed.

9. Baltimore County, Maryland, joins herein solely for the purpose of indicating its approval to the terms of this instrument pursuant to the requirements of Article XV

of the Declaration.

10. This Declaration may be executed in two (2) or more counterparts and all counterparts so executed shall for all purposes constitute one (1) agreement, binding as herein set forth, notwithstanding that all parties shall not have executed the same counterpart.

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

OWNER(S) OF LOT 1:

_____ (SEAL)

_____
WITNESS

_____ (SEAL)

OWNER(S) OF LOT 2: 2103 Chapel Valley La.

Jean A. O'Glen
WITNESS

Edward A. Dahlka (SEAL)
Edward A. Dahlka, Jr.

Nancy J. Dahlka (SEAL)
Nancy J. Dahlka

OWNER(S) OF LOT 3:

Linda Harris
WITNESS

Milton Harris (SEAL)
Milton Harris

Mary C. Harris (SEAL)
Mary C. Harris

OWNER(S) OF LOT 4:

Werner Rikes
WITNESS

Vincent Notarangelo (SEAL)
Vincent Notarangelo

Paula L. Notarangelo (SEAL)
Paula L. Notarangelo
Paula L. Notarangelo

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OWNER(S) OF LOT 5:

Mary Lou McKoy (SEAL)

Edwin R. Mowbray
WITNESS

Mary Lou McKoy

MARY LOU McKOY (SEAL)

OWNER(S) OF LOT 8:

(SEAL)

Laura M Woodward
WITNESS

Kenneth E. Hansen

Leslie W. Hansen (SEAL)

Leslie W. Hansen

Ralph S. Stansbury, Jr.

OWNER(S) OF LOT 9:

(SEAL)

L McSmith 4-25-84
WITNESS

as Trustee of the Irene Stansbury Trust

Irene Stansbury (SEAL)

Irene Stansbury

OWNER(S) OF LOT 10:

(SEAL)

May E. Lyon
WITNESS

DAVID AVIGDOR

Naomi Avigdor (SEAL)

NAOMI AVIGDOR

OWNER(S) OF LOT 11:

(SEAL)

May E. Lyon
WITNESS

DAVID AVIGDOR

Naomi Avigdor (SEAL)

NAOMI AVIGDOR

OWNER(S) OF LOT 12:

(SEAL)

WITNESS

David Stuart Wiener

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OWNER(S) OF LOT 13:

Theodore Vogel (SEAL)
Theodore Vogel

Susan E Wilson
WITNESS

Sandra Vogel (SEAL)
Sandra Vogel

OWNER(S) OF LOT 14:

(SEAL)
John P. Abosch

Susan M Abosch (SEAL)
Susan M. Abosch

Grace B Diggs
WITNESS

OWNER(S) OF LOT 16:

Robert J Lally Sr (SEAL)
ROBERT J. LALLY SR

Mary E. Lally (SEAL)
MARY E. LALLY

Donna D. Wilks
WITNESS

OWNER(S) OF LOT 17:

Dale W. Davis (SEAL)
Dale W. Davis

Willie Kate Davis (SEAL)
Willie Kate Davis

John F Marple
WITNESS

OWNER(S) OF LOT 18:

Maureen P Loeschke (SEAL)
Maravene S. Loeschke

C Richard Gillespie (SEAL)
C. Richard Gillespie

Lila A. Sheppard
WITNESS

OWNER(S) OF LOT 20:

John F Marple (SEAL)
John F. Marple

Teryl D. Marple (SEAL)
Teryl D. Marple

Dale W. Davis
WITNESS

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OWNER(S) OF LOT 22:

Charles M. Westar (SEAL)
Charles M. Westar

George E. Wilson
WITNESS

OWNER(S) OF LOT 23:

George F. Strutt (SEAL)
GEORGE F. STRUTT

Amanda M. Long
WITNESS

OWNER(S) OF LOT 27:

David L. Marks (SEAL)
DAVID L. MARKS

Mary A. Finch
WITNESS

Lida H. Marks (SEAL)
LIDA H. MARKS

OWNER(S) OF LOT 28:

Thomas A. Smyth (SEAL)
THOMAS A. SMYTH

Charles B Chilcutt Jr
WITNESS

Joan C. Smyth (SEAL)
JOAN C. SMYTH

OWNER(S) OF LOT 29:

(SEAL)

Diane Rode
WITNESS

Walter Koppelman Jr (Walter Koppelman, Jr.)

Barbara T. Koppelman (SEAL)
Barbara T. Koppelman

OWNER(S) OF LOT ~~35~~ 30

(SEAL)
Mrs. Bonnie Shaughnessy

George E. Wilson
WITNESS

OWNER(S) OF LOT 34:

Susan Suttley (SEAL)
Susan Suttley

George E. Wilson
WITNESS

(SEAL)

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OWNER(S) OF LOT 33:

S. Osher Pais, M.D. (SEAL)
S. Osher Pais, M.D.

Cheryl Matthis
WITNESS

OWNER(S) OF LOT 35:

Bernadette A. Conner (SEAL)
Bernadette A. Conner

George E Wilson
WITNESS

OWNER(S) OF LOT 36:

(SEAL)
Paul Fiset

Suzanne L. Wilson
WITNESS

Lorraine G. Fiset (SEAL)
Lorraine G. Fiset

OWNER(S) OF LOT 37:

(SEAL)
JOHN SOPHOCLES

George E Wilson
WITNESS

Martina Sophocles (SEAL)
MARTINA SOPHOCLES

OWNER(S) OF LOT 38:

W. M. Corun (SEAL)
W. M. Corun

George E Wilson
WITNESS

M. W. Corun (SEAL)
M. W. Corun

OWNER(S) OF LOT 39:

George E Wilson 2/2/84 (SEAL)
George E. Wilson

Frank J. Mauth
WITNESS

Suzanne L Wilson (SEAL)
Suzanne L. Wilson

OWNER(S) OF LOT 40:

Eric J. Rofel (SEAL)
Eric J. Rofel

Suzanne Wilson
WITNESS

(SEAL)
Marjorie Rofel

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OWNER(S) OF LOT 41:

Martha S Uhlhorn (SEAL)
Martha S. Uhlhorn

George E Wilson
WITNESS

OWNER(S) OF LOT 42:

(Mrs Robert L Siegfried Sr)
Dorothy N. Siegfried

Mrs. Robert L Siegfried (SEAL)
Robert L. Siegfried, Sr.
Robert L. Siegfried Sr.

Robert L Siegfried Sr
WITNESS

OWNER(S) OF LOT 46:

William E Kable (SEAL)
William E. Kable

Florence Kable (SEAL)
Florence Kable

Wm E Kable III
WITNESS

OWNER(S) OF LOT 48:

Frank J Musotto (SEAL)
Frank J. Musotto

Francine Musotto (SEAL)
Francine Musotto

George E Wilson
WITNESS

OWNER(S) OF LOT 50:

Robert H Fritz (SEAL)
Robert H. Fritz

Nancy L Fritz (SEAL)
Nancy S. Fritz

Mark h Taylor
WITNESS

OWNER(S) OF LOT 52:

Carolynn J. McIntyre (SEAL)
Carolynn J. McIntyre

Karen L McNicholas
WITNESS

OWNER(S) OF LOT 55:

Michael J Boddicker (SEAL)
Michael J. Boddicker

Lisa M Boddicker (SEAL)
Lisa M. Boddicker

Mrs J Woods
WITNESS

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OWNER(S) OF LOT 56:

Mary N. Spaw
WITNESS

Marie J. Hunycutt (SEAL)
Marie J. Hunycutt

Alice F. Schnell (SEAL)
Alice F. Schnell

OWNER(S) OF LOT 57:

Helen M. Anderson (SEAL)
Helen M. Anderson

Anna Marie M. Clay
WITNESS

OWNER(S) OF LOT 59:

Ann M. Klett
WITNESS

(SEAL)
G. T. Mariano Jr

(SEAL)
Judith Q. Mariano 5-12-94

OWNER(S) OF LOT 60:

D. Elaine Lowe
WITNESS

Charmagne Z. Noonan (SEAL)
Charmagne Z. Noonan

William J. Noonan (SEAL)
William J. Noonan

OWNER(S) OF LOT 61:

WITNESS

(SEAL)
C. Daniel Denton

Mary L. Denton (SEAL)
Mary L. Denton

OWNER(S) OF LOT 62:

John E. Huth (SEAL)
John E. Huth

Patricia MacMurray (seal)
Patricia MacMurray

Witness:
(SEAL)
Witness

OWNER(S) OF LOT 65:

Mary A. Thomas (SEAL)
MARY A. THOMAS

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66

OWNER(S) OF LOT ~~65~~

(SEAL)
John R. Glennon

WITNESS

(SEAL)
Judy Glennon

OWNER(S) OF LOT 67:

(SEAL)
Henry G. Munder

WITNESS

(SEAL)
Mary Ellen Munder

OWNER(S) OF LOT 68:

(SEAL)
Rudolfo Ximenez

WITNESS

(SEAL)
Dolores Ximenez

OWNER(S) OF LOT 69:

(SEAL)
William A. Myers

WITNESS

(SEAL)
Susan J. Myers

OWNER(S) OF LOT 70:

(SEAL)
JILL R. HLASTON

WITNESS

OWNER(S) OF LOT 71:

(SEAL)
Barry H. Yeatman Sr.

WITNESS

(SEAL)
Mary Joan Yeatman

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OWNER(S) OF LOT #: LOT 72

Edward C. Walbeck (SEAL)
Edward C. Walbeck

Nancy P. Walbeck (SEAL)
Nancy P. Walbeck

WITNESS

OWNER(S) OF LOT 73:

David V. Cuthie (SEAL)
DAVID V. CUTHIE

June E Breiner
WITNESS
June E Breiner

Judith C Cuthie (SEAL)
JUDITH C CUTHIE

OWNER(S) OF LOT 75:

Donald P. Tracy (SEAL)
Donald P. Tracy

WITNESS

Wanda J. Tracy (SEAL)
Wanda J. Tracy

OWNER(S) OF LOT 83:

Deborah C. Brandt (SEAL)
Deborah C. Brandt

Susan Brandt
WITNESS

OWNER(S) OF LOT 88:

3/18/84
Charles R Johnson (SEAL)
CHARLES R JOHNSON

3/18/84
Christine T. Horvath
WITNESS
CHRISTINE T. HORVATH

3/18/84
Mary Helen Johnson (SEAL)
MARY HELEN JOHNSON

OWNER(S) OF LOT 90:

Joseph M. Wetchy (SEAL)
JOSEPH M. WETCHY

WITNESS

Alice M. Wetchy (SEAL)
ALICE M. WETCHY

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Ruth V. Price
WITNESS

OWNER(S) OF LOT 91:

Charles C Deeley (SEAL)
Charles C Deeley

x Nancy P. Deeley (SEAL)
Nancy P. Deeley

OWNER(S) OF LOT 92:

Albert C. Dugan (SEAL)
ALBERT C. DUGAN

Diane P. LEE
WITNESS

OWNER(S) OF LOT 99:

Charles K Bubert (SEAL)
CHARLES K. BUBERT

Marjorie L Bubert
WITNESS

OWNER(S) OF LOT 100:

Donald L. Byrne (SEAL)
DONALD L BYRNE

Sandra L Brown
WITNESS

Mary Grace Byrne (SEAL)
Mary Grace Byrne

OWNER(S) OF LOT 101:

Samuel V. Smith (SEAL)
Samuel V. Smith

Judith S. Smith (SEAL)
Judith S. Smith

Lucie E Wilson
WITNESS

OWNER(S) OF LOT 103:

Joseph L. Grigg (SEAL)
Joseph L. Grigg

Anne K. Grigg (SEAL)
Anne K. Grigg

M. A. Ford
WITNESS

OWNER(S) OF LOT 106:

Carroll Burgess (SEAL)
Carroll Burgess

M. A. Ford

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OWNER(S) OF LOT 107:

Sylvia M. Griswold (SEAL)
Sylvia M. Griswold

Harold E. Griswold (SEAL)
Harold E. Griswold

Lola H. Eadins
WITNESS

OWNER(S) OF LOT 109:

Irvin Ebaugh III (SEAL)
Irvin Ebaugh III

WITNESS

OWNER(S) OF LOT 110

Rena D. Thomas (SEAL)
Rena D. Thomas

[redacted] (SEAL)

WITNESS

OWNER(S) OF LOT 111:

Joseph J. Callis (SEAL)
Joseph J. Callis

Norma P. Callis (SEAL)
Norma P. Callis

WITNESS

OWNER(S) OF LOT 112:

George R. Cayce (SEAL)
George R. Cayce

Beatrice S. Cayce (SEAL)
Beatrice S. Cayce

WITNESS

OWNER(S) OF LOT 113:

Benita S. Records (SEAL)
BENITA S. RECORDS

Joseph T. Records (SEAL)
JOSEPH T. RECORDS

WITNESS

OWNER(S) OF LOT 115:

#1

John W. Armiger Jr. (SEAL)
JOHN W. ARMIGER JR.

WITNESS

OWNER(S) OF LOT 141:

(SEAL)

Ethel E. Tilden
WITNESS

OWNER(S) OF LOT 143:

T. Rex Hamilton (SEAL)
T. Rex Hamilton

Frank Schlitt
WITNESS

Joan A. Hamilton (SEAL)
Joan A. Hamilton

OWNER(S) OF LOT 144:

Marie A. Fisch (SEAL)
Marie A. Fisch

George E. White
WITNESS

OWNER(S) OF LOT 145:

Patricia K. Hearn (SEAL)
PATRICIA K. HEARN

WITNESS

OWNER(S) OF LOT 146:

James C Coyle (SEAL)
James C. Coyle

Marie O. Fisch
WITNESS

OWNER(S) OF LOT 147:

(SEAL)
John R. Mueller

M. A. Fisch
WITNESS

Lee M. Mueller (SEAL)
Lee M. Mueller

OWNER(S) OF LOT 149:

(SEAL)
Joseph L. Grigg

M. A. Fisch
WITNESS

OWNER(S) OF LOT 150:

Csaba K. Zoltani (SEAL)
Csaba K. Zoltani

Marie F. Fisch
WITNESS

Georgette P. Zoltani (SEAL)
Georgette P. Zoltani

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OWNER(S) OF LOT 151:

Donald L. Byrne (SEAL)
DONALD L. BYRNE

Mary Grace Byrne (SEAL)
Mary Grace Byrne

Sadie R. Brown
WITNESS

OWNER(S) OF LOT [redacted]:152

John Lance Holden (SEAL)
JOHN LANCE HOLDEN

Carolyn Virginia Holden (SEAL)
Carolyn Virginia Holden

Donald L Byrne
WITNESS

STOP-40

OWNER(S) OF LOT 154:

F. A. Vaughn (SEAL)
F. A. VAUGHN

M. V. Vaughn (SEAL)
M. V. VAUGHN

Thelma L. Moore
WITNESS

OWNER(S) OF LOT 155:

Robert E. Bevis (SEAL)
Robert E. Bevis

Barbara C. Bevis (SEAL)
Barbara C. Bevis

Mary A. Ford
WITNESS

OWNER(S) OF LOT 156:

Charles E. Ford (SEAL)
Charles E. Ford

Rosemarie E. Ford (SEAL)
Rosemarie E. Ford

Mary A. Ford
WITNESS

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OWNER(S) OF LOT 15

/s/ William G. Feland (SEAL)
William G. Feland

/s/ Gail M. Feland (SEAL)
Gail M. Feland

/s/ J. Fiscl
WITNESS

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REVIEWED FOR BALTIMORE COUNTY REQUIREMENTS

7-16-84

ASSISTANT COUNTY SOLICITOR

Rec'd for record JUL 26 1984 at 12:16 P.M.
Per Elmer H. Kahline, Jr., Clerk
Mail to Royston, Mueller, McLean, etc.
Receipt No. _____ $ 255.00

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY that the aforegoing is a true copy of the original DECLARATION taken from the records of said Circuit Court as recorded in Liber E.H.K. Jr. No. 6754 Folio 227 one of the LAND Records of Baltimore County.

IN TESTIMONY WHEREOF I hereto set my hand and affix the seal of the Circuit Court for Baltimore County 27 day of MAY, 87

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
Valleywood at Four Fifteen H.O.A.

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, Made this 2nd day of February, 1982, by George F. Strutt, Philip M. Sutley, Susan C. Sutley, David F. Wilson, L. Donnell Thompson, Charles F. Watson, Cheri L. Watson, Shiela T. Davis, Michael T. Davis, Betty F. Beese, J. Carter Beese, Carol Schneider, Norval H. McDonald, Jr., Bettie C. McDonald, Barbara Salladin, Ann W. Sorenson, Judith C. Cuthie, David M. Cuthie, Bobby J. Brassell, Juliane A. Brassell, Patricia A. Young, Frank E. Young, Jr., Nancy S. Fritz, Robert H. Fritz, T. Rex Hamilton, Joan A. Hamilton, Robert Armstrong, Christine M. Armstrong, Donald L. Byrne, Mary Grace Byrne, A. M. Dumont, Linda Dumont, William G. Feland, Gail M. Feland, Joseph W. Eddins, Sr., Reba H. Eddins, Thomas C. Webster, Margaret W. Webster, Irvin Ebaugh, III, Ward Askin, Elise M. Askin, Charles K. Johnson, Mary Salem Johnson, Albert C. Dugan, R. A. Marino, Nancy P. Deeley, Charles Deeley, Susan G. Myers, William A. Myers, Joan E. MacDonald, Harry B. Walker, Doris O. Walker, Patricia K. Beem, Dorothy A. Lear, Leslie K. Lear, John R. Mueller, Lee M. Mueller, Marjorie L. Farmar, C. P. Farmar, Jr., Mrs. Horace Rattew, C. Daniel Deuton, Mary L. Deuton, Mary I. Cork, Henry B. Cork, Shelley Rosenstadt, Irvin Rosenstadt, E. P. Shaffer, Rose J. Shaffer, John R. Glennon, Judy Glennon, Norma F. Callis, Jos. J. Callis, Cristina Beltran, Pablo Beltran, Pamela Mitler, Edwin F. Mitler, Joseph J. Watters, Thelma C. Watters, James D. Hale, Charles Ford, Rosemary Ford, Anna K. Greiff, Joseph L. Greiff, Sylvia Griswold, Harold E. Griswold, James C. Coyle, Deborah Hunt Devan, Mark S. Devan, Walter Koppelman, Jr., Barbara T. Koppelman, William T. McDermott, Betty C. McDermott, Gail E. H. Carney, Bradford J. Carney, Stella K. Varipatis, Alec Zawadsky, Joanne A. Shaffer, Vernon T. Shaffer, James L. Beauchamp, Jr., Frederick A. Vaughn, Mary Virginia Vaughn, Rena D. Thomas, Maria A. Fisch, Mary A. Weigel, William E. Kable and Florence M. Kable; Parties of the first part, and Baltimore County, Maryland, a body corporate and politic, Party of the second part.

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE
SIGNATURE KS DATE 2-3-82

STATE DEPARTMENT OF
ASSESSMENTS & TAXATION
CLERK DATE

TRANSFER TAX NOT REQUIRED
Director of Finance
BALTIMORE COUNTY, MARYLAND
Per [signature]
Authorized Signature
Date 2-3-82 Sec. 11-85

LIBER 6366 PAGE 720

of the first part

WHEREAS, the parties hereto/are the owners of more than sixty percent (60%) of Lots 1 through 160 on the two plats entitled "Second Amended Plat, Sheet 1, Valleywood, Section 7", recorded in Plat Book E.H.K. Jr. No. 44 folio 133, and "Amended Plat, Sheet 2, Valleywood, Section 7", recorded in Plat Book E.H.K. Jr. No. 43 folio 114, (formerly the Plats of "Valleywood, Section 7, Sheets 1 and 2", recorded in Plat Book E.H.K. Jr. No. 42 folios 141 and 142); which lots are described in the Amended Declaration Number One of Covenants, Conditions and Restrictions dated October 1, 1978 and recorded among the Land Records of Baltimore County in Liber E.H.K. Jr. No. 5952 folio 822, (hereinafter referred to as the Subject Declaration); and

WHEREAS, the respective lots owned by each of said parties is shown under their signatures hereto; and

WHEREAS, Artice XV of the Subject Declaration provided:

"AMENDMENT OF THIS DECLARATION: In addition to the right reserved by George F. Strutt, his personal representatives and assigns, in Artical XIII hereof to amend this Declaration, the Declaration may also be amended from time to time or terminated provided an instrument signed by the owners of the fee simple and leasehold interests (exclusive of reversionary interest, mortgagees, other lenders and creditors) of at least sixty percent (60%) of lots 1 through 160, evidencing their agreement to change or terminate these covenants in whole or in part, is recorded among the Land Records of Baltimore County. All amendadments, modifications or changes in this Declaration shall be valid only when approved by Baltimore County, Maryland."; and

WHEREAS, as owners of more than sixty percent (60%) of said Lots 1 through 160, the parties hereto desire to modify the aforesaid October 1, 1978 Declaration of George F. Strutt for the mutual benefit and advantage of themselves and of all of said lots.

NOW, THEREFORE, THIS MODIFICATION OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, WITNESSETH: That the parties hereto, for themselves, their respective personal representatives, successors and assigns, do hereby covenant and agree that the Amended Declaration Number One of Covenants, Conditions and Restrictions, (Subject Declaration), made by George F. Strutt, dated October 1, 1978 and recorded among the Land Records of Baltimore County in Liber E.H.K. Jr. No. 5952 folio 822, be and the same is hereby amended and modified as follows:

1. That paragraph (f) of Article V, (Maintenance Charges), which reads:

   (f) The assessments and charges established by the Association shall be subordinate to the real property taxes (and metropolitan charges if and when established) but prior to all other charges and liens such as judgments, mortgages, deeds of trust or other security instruments";

is hereby removed and deleted as a provision of the Subject Declaration, and in lieu thereof, the following new paragraph shall be inserted as a third paragraph

under Article VII, (Maintenance Charges and Special Assessments as Liens), and be deemed part of the Subject Declaration, viz:

The lien of the assessments and charges provided for herein shall be subordinate to general and special assessments for real estate taxes and metropolitan charges on the lot and the lien of any first mortgage covering the lot, duly recorded prior to assessment of the charge or charges as a lien on such lot, or after receipt from the Association of a Certificate issued under this Article. 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 became due prior to such sale or transfer, except to the extent that same are collectible from any surplus remaining after payment of the outstanding 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. The term mortgage as used herein includes deed of trust.

2. That the covenants, conditions and restrictions contained in the Subject Declaration, as hereby modified, are hereby ratified and confirmed.

Baltimore County, Maryland, joins in the execution hereof solely for the purpose of indicating its approval of this instrument.

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

WITNESS:

Clare A. Harris — George F. Strutt (SEAL)
George F. Strutt
Lot Nos. 17thru 29, 31, 32, 33, 34, 35, 36, 39, 41, 43, 51, 53, 121, 140, 32

Clare A. Harris — Phyllis M. Sutley (SEAL)

Susan F. Sutley (SEAL)
Lot No. 32

Clare A. Harris — David A. Wilson (SEAL)

(SEAL)
Lot No. 132

(SEAL)

Clare A. Harris — Donald A. Thompson (SEAL)
Lot No. 55

THIS DECLARATION, made this 24th day of February, 1982 by George F. Strutt, of Baltimore County, Maryland, herein also referred to as Declarant.

WHEREAS, Declarant was the Declarant in an Amended Declaration dated October 1, 1978 and recorded among the Land Records of Baltimore County in Liber E.H.K. Jr., No. 5952 folio 822 pertaining to the portion of the subdivision known as Valleywood Section 7 described therein; and

WHEREAS the Declarant is the holder of all the Class B memberships in Valleywood-At-Five-Farms Home Owners Association, Inc., each of which is entitled to four votes, as set forth in Article I paragraph (d) (2) of said Amended Declaration; and

WHEREAS under Article XIII paragraphs (b) and (c) of said Amended Declaration the Declarant reserved the following rights:

(1) The right to establish easements for any purpose; and

(2) The right to relocate, alter, modify, re-subdivide or change any and all lot lines, easements, streets, roads, lanes and places shown on said Plat of Valleywood Section 7, Sheets 1 and 2; and

WHEREAS, Declarant has since conveyed the streets referred to in Article III paragraph (b) to Valleywood-At-Five-Farms Home Owners Association, Inc. (hereinafter Association), and also likewise conveyed all other property shown on the plat of Valleywood Section 7, Sheets 1 and 2 to the Association, in part, and the balance to Baltimore County by deedsintended to be recorded prior hereto, EXCEPT the numbered and lettered lots, the lettered parcels and the beds of Timonium Road and Valleywood Court as shown on said plats; and

WHEREAS, the Declarant desires to relinquish some of the rights granted or reserved to him under said Amended Declaration, as the Valleywood Section 7 subdivision has been completed to the extent that same are no longer needed;

NOW THEREFOR THIS DECLARATION, WITNESS that said George F. Strutt, the Declarant, for the benefit of the Association and of the owners of the residential lots on said plats of Valleywood Section 7, Sheets 1 and 2, covenants and declares, for himself, his personal representatives and assigns, as follows:

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Director of Finance
BALTIMORE COUNTY, MARYLAND
Per _____
Authorized Signature
Date 3-17-82 Sec. 11-85

1. That he waives and relinquishes one vote from each of his Class B memberships in the Association, so that henceforth each Class B membership shall be only entitled to three votes instead of four votes.

2. That he waives and relinquishes his right to establish easements for any purpose, as provided in Article XIII paragraph (b), to the extent that henceforth he only retains the right to establish easements for utilities, walkways, party walls, and for ingress and egress on the land to which he now holds title of record.

3. That he waives and relinquishes the rights reserved to him under paragraph (c), Article XIII of said Amended Declaration as to all of the land shown on said plats of Valleywood Section 7, Sheets 1 and 2 except as to such portions of said land to which he now holds title of record.

AS WITNESS the hand and seal of the Declarant:

WITNESS:

Barbara J. Lee — George F. Strutt (SEAL)
George F. Strutt

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 26th day of February, in the year one thousand nine hundred and eighty-two, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared George F. Strutt, the Declarant, 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, and in my presence signed and sealed the same.

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

Barbara J. Lee
Notary Public

My Commission Expires:

7-1-82

Rec'd for record MAR 17 1982 at 2 18 P M
Per Elmer H. Kahline, Jr., Clerk
Mail to Philip O Tulaman
Receipt No. 1 3 700

LIBER 6378 FOLIO 666

AMENDED DECLARATION NUMBER ONE

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDED DECLARATION made this 18th day of October, 1978 by GEORGE F. STRUTT of Baltimore County, Maryland, herein also referred to as Declarant.

WHEREAS, George F. Strutt is the owner of several parcels of land situated in the Eighth Election District of Baltimore County, said tracts of land being combined and shown on the Plats of Valleywood, Section 7, prepared on two sheets, Sheet 1 and Sheet 2, by D. S. Thaler and Associates, Engineers, dated April 25, 1978 and recorded among the Plat Records of Baltimore County in Plat Book 42 folios 141 and 142.

The deeds by which title to the land herein referred to was acquired by George F. Strutt are:

(a) Deed dated July 6, 1978 from Valley Wood, Incorporated to George F. Strutt, said deed having been recorded among the Land Records of Baltimore County on July 12, 1978 in Liber E.P.K.Jr.5908 folio 916.

(b) Deed dated July 6, 1978 from York Manor Company, a Partnership, to George F. Strutt, said deed having been recorded among the Land Records of Baltimore County on July 12, 1978 in Liber E.P.K.Jr.5908 folio 914.

Excluded from this Amended Declaration are those areas shown on the aforesaid Plats, Sheets 1 and 2, designated Lots, A, B, C, D, E, F, G, H, I, J, K, L, M, N and Parcels A, B, C, D, E, F, G, and H (each of said parcels being approximately 18 feet wide) located adjacent and to the east of Lots A, B, C, D, E, F, G and an open space area north of said Lot G.

WHEREAS, Valley Wood (Valleywood) Incorporated issued a Declaration of covenants, conditions and restrictions dated April 10, 1978, the same being recorded among the Land Records of Baltimore County in Liber 5867, Folio 420, pertaining to the entire development of Valleywood, Section 7, with particular reference to the Open Space areas, and

WHEREAS, Valley Wood, Incorporated in said Declaration provided as follows:

> This Declaration may be amended by an effective instrument executed by the Declarant, its successors or assigns, so long as such amendments are approved by Baltimore County, Maryland. No consent, approval or agreement of any resident shall be required at any time for the termination, amendment, modification or extinguishment of this Declaration, it being the intent hereof that any right, privilege or benefit of any resident shall be dependent upon and derived from the rights reserved to the Declarant.

WHEREAS, it is the intention of George F. Strutt, assignee of Valley Wood Incorporated as aforesaid, to amend said Declaration, and

WHEREAS, for purposes of clarity in expressing the amendments to said Declaration it is deemed suitable to restate the original Declaration, now amended, thereby

TRANSFER TAX NOT REQUIRED
Walter R. Richardson
Comptroller
BALTIMORE COUNTY, MARYLAND
Per: [signature]
10-31-78 Authorized Signature

combining the original Declaration with this Amended Declaration as one document, hereinafter referred to as Amended Declaration Number One, and

WHEREAS, George F. Strutt intends to develop the subject property under the name of Valleywood-At-Five-Farms and has caused to be created as part of this development an association of home owners known as Valleywood-At-Five-Farms Home Owners Association, Inc., herein referred to as Association, and

WHEREAS, it is the intention of George F. Strutt to place restrictions on the entire property limiting the primary use of the land to residential purposes and for other specified uses, and to provide for certain services within the property.

DEFINITIONS:

1. Amended Declaration Number One: This document recorded among the Land Records of Baltimore County.

2. Declarant: George F. Strutt.

3. Open Space: All of that portion shown on the plat and marked "Open Space".

4. Plat: Plats of Valleywood, Section 7, prepared on two sheets, Sheet 1 and Sheet 2, by D. S. Thaler and Associates, Engineers, dated April 25, 1978 and recorded among the Plat Records of Baltimore County in Plat Book 42 folios 141 and 142.

5. Property: All of the property shown on the Plat except Sheets 1 and 2, designated Lots A, B, C, D, E, F, G, H, I, J, K, L, M, N and Parcels A, B, C, D, E, F, G, and H (each of said parcels being approximately 18 feet wide) located adjacent and to the east of Lots A, B, C, D, E, F, G, and an open space area north of said Lot G.

6. Residential Site: Lots numbered 1 through 160 and shown on the Plat.

7. Association: Valleywood-At-Five-Farms Home Owners Association, Inc. (Maryland #37879-JULY 14, 1978).

8. Maintenance Charges: Annual maintenance charges and special assessments for capital improvements are set forth in Articles V and VI hereof.

9. Throughout this document the singular is intended to include the plural, the masculine the feminine and all references are to include the corporate form as may be appropriate.

NOW, THEREFORE, THIS DECLARATION WITNESSETH, that the said George F. Strutt . . . . . , does hereby covenant and declare that the Declaration by Valley Wood, Incorporated dated April 10, 1978 and recorded among the Land Records of Baltimore County in Liber 5887 folio 420 pertaining to the land area shown on the Plat of Valleywood Section No. 7 and recorded among the Land Records of Baltimore County in Plat Book 42 folio 411, 142 is hereby amended and restated as follows, to-wit:

That all of the property heretofore described as being included and as shown on the Plats of Valleywood Section 7, Sheets 1 and 2 hereinbefore referred to, shall be and is hereby subjected to the following covenants, agreements, easements, restrictions, uses, conditions and charges, viz:

ARTICLE I

VALLEYWOOD-AT-FIVE-FARMS HOME OWNERS ASSOCIATION, INC.

(a) A Maryland corporation named Valleywood-At-Five-Farms Home Owners Association, Inc. (hereinafter referred to as Association) was incorporated on July 14, 1978 in accordance with the laws of the State of Maryland. See Charter Records of the Department of Assessments and Taxation, Maryland, and the Charter Records of the Circuit Court of Baltimore County, Maryland.

(b) The Association is a membership association without capital stock.

(c) Every owner of a residential lot is a member of the Association. Membership is appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

(d) The Association shall have two classes of voting memberships as more fully set forth in the Articles of Incorporation of Valleywood-At-Five-Farms Home Owners Association, Inc. (the Association), to-wit:

(1) Each residential site owned by a person or persons other than the developer shall entitle the owner thereof to one Class A Membership. All of the owners, collectively, of an individual Class A Membership shall be entitled to one vote per residential site regardless of the number of owners of a residential site. The owners of a residential site will acquire membership in the Association at the time the title deed to the residential site is recorded in the owner's name among the Land Records of Baltimore County and shall lose membership in this Association when said site is conveyed and the deed similarly recorded. Owners of reversionary interests (ground rents), mortgagees, and trustees under deeds of trust in the nature of a mortgage, are not members. Trustees of beneficial trusts are members. Personal Representatives of estates are members. Occupants of the premises as trust beneficiaries or beneficiaries in an intestacy or in an estate are not members.

(2) Each residential site owned by the developer shall entitle the developer to one Class B Membership. The developer of residential sites (not the builder of the residential sites) who owns the residential site, shall be a Class B Member of the Association for each residential site owned by the developer and not transferred to a home owner. Each Class B Membership shall entitle the member to four votes for each residential site owned by the developer.

(3) At such time as the total number of votes of Class A membership exceeds the number of votes that Class B members are entitled to, then the Class B membership shall entitle the Class B members to one vote only for each residential site.

(4) If the number of Class B votes for each Class B member has not been reduced to one vote for each property held in accordance with the provisions of the Charter and these By-Laws, then effective January 1, 1985 Class B members shall be entitled to only one vote for each residential site owned.

ARTICLE II

Use: The property shall be used for purposes of a residential community, containing dwellings, streets (streets, roads, lanes, places and whatever name called) easements, utilities, service areas and open space. There shall not be any commercial development except in the form of service areas maintained by the developer on a temporary basis and finally maintained by the Association and their successor grantees in connection with the installation of a water pumping station and a service structure or structures for the housing and maintenance of equipment used on the property. Residential lots numbered 1 through 160 shall be used exclusively for single family residential purposes except as follows:

(a) Real estate sales, construction offices and signs may be erected, maintained and operated on any part of said land and in any building or structure now or hereafter erected thereon during the combined construction and sales period, subject to the restrictions as to size and location as set forth herein.

(b) Any part of any dwelling now or hereafter erected on said land may be used by a member of any recognized profession such as: lawyers, architects, accountants, physicians or dentists, not including hospital type facilities, for the practice of said professions, subject to Baltimore County and State of Maryland zoning and other pertinent regulations, provided that the individual professional person using such office resides in the same dwelling in which said office is located, such use occupying 25% or less of the floor area of the dwelling.

ARTICLE III

General Restrictions:

(a) No fence, wall or hedge shall be erected, placed or altered on any lot nearer to any street than the minimum building setback lines as shown on the aforementioned recorded plats or any amendment to or re-subdivision thereof. Where two adjacent Houses are of different distances from the street, no fence, hedge or wall, other than the wall of a house, shall be closer to the street than the front wall of the house most distant from the street. No fence, wall or hedge shall exceed forty-two (42) inches in height and shall not interfere with underground or surface drainage structures, pipes or ditches. This restriction shall not apply to enclosures of patios, swimming pools, or open garden courts and shall not apply to retaining walls required by topography. Such enclosures and retaining walls shall require the written approval of the Association. All fences must be of wood construction and of a design and installation approved by the Declarant or the Association.

(b) No noxious or offensive activity shall be carried on upon any lot or within any improvement located thereon which may become an annoyance or nuisance to the neighborhood.

(c) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No tool shed or equivalent structure shall be maintained on any lot.

(d) Except as provided in Article II of this Declaration, no signs of any kind shall be erected or displayed to the public view on any lot in the development, except one professional sign advertising the name and profession of the resident. This sign shall not be illuminated, shall not be more than 144 square inches in area, and shall either be attached directly to the front or side wall of the dwelling or erected not more than two feet from the front wall thereof. If attached to the wall by any bracket, pole, hanger or by any other means whatsoever, the sign shall not extend more than two feet from the front wall at any angle. All such signs shall be below the roof line and shall be in full compliance with all County rules and regulations. One sign of not more than five square feet in area advertising the property for sale or rent may be erected by the residential property owner for a period not exceeding sixty (60) calendar days.

(e) A private, non-commerical swimming pool may be constructed or maintained on any residential site provided the plans and specifications therefor have been submitted to and approved by the Association and suitable permits have been issued by Baltimore County or the State of Maryland as required. All swimming pools must be of inground construction.

(f) At no time shall any private swimming pool constructed and maintained in the said development be rented or leased to any person or persons, corporation or association. Said private swimming pool is to be constructed and maintained solely for the use and enjoyment of the owner or owners of the dwelling and lot on which the pool is constructed and their guests.

(g) Timonium Road is that portion of Timonium Road within the boundaries of the property. These Plats do not show the full width of Timonium Road. Timonium Road, to the extent owned by the Declarant, is at sometime in the future to be transferred to the Association for use as a private road or to Baltimore County or State of Maryland for use as a public road.

(h) Chapel Valley, Kimrick Place and Five Farms Lane, herein referred to as streets, are to be established as paved roads and eventually transferred to the Association, subject to any pre-existing easements. The streets are to be improved to the extent determined by Valley Wood, Incorporated or the Association in accordance with Baltimore County specifications both as to width and construction. These streets may at some future date be transferred to Baltimore County or the State of Maryland, subject to the consent of the appropriate Baltimore County or State of Maryland requirements.

(i) The open space provided for in this Declaration and shown on said Plats is to be used for the benefit of the owners of the residential sites shown on said Plats. The land is to be maintained for recreational, park and beautification purposes as required by Baltimore County. The open space is to be subject to easements for public utilities and in favor of Baltimore

County and the State of Maryland; to be used by the developer for usual requirements during the course of development; to be used by the developer and the Association for the installation of a water pumping station and the necessary distribution of water through mains, pipes and various connections and for the maintenance of said water pumping station, mains, pipes, connections, etc.; to be used for the housing of the water pumping station; to be used as a site for a structure or structures for the storage, maintenance and use of equipment necessary for the purpose of maintaining the open space areas as well as the streets and sidewalks. The open space may not be used by any individual or other entity for the user's exclusive purposes other than for a temporary use.

(j) Utility and drainage easements to a width of 10 feet are hereby established along the rear line of each residential lot as shown on the aforesaid Plats. Various footways, paved or unpaved, are to be established as shown on the Plats or in areas where such footways may be needed; the extent of the installation of such footways is to be in the discretion of the developer or the Association, depending upon who owns the title to the property at the time.

(k) Throughout the development as shown on said Plats are several easements extending from the street to the rear of the adjacent dwelling site be used as walkways. These easements are designed to permit the dwelling owners in any group of houses to reach the rear of their respective dwellings by proceeding along the easements from a street and then along the easement in the rear of the dwellings in that particular group of homes.

(l) Between the streets as laid out and the rear of certain residential lots there are unmarked areas. For example, such an area appears along the rear of Lots 59 through 82. (The failure to so designate the other lots in this paragraph does not mean that the areas described do not exist.) These areas are open spaces and are to be used as easements for passage to and from the dwelling site to the street and for other open space purposes.

(m) Limited pedestrian walkways are to be developed adjacent to numerous lots, i.e. 53, 54, 55, 56, 57, 58, 59 and 80, 81, 82, 83, 84 and 130, 131, 132 and other lots not recited in this paragraph.

(n) Sanitary sewers serving Lots 1 through 160 will be installed in the Chapel Valley Lane, Kimrick Place and Five Farms Lane and in various easements by the developer or Baltimore County. The pipes will be owned by Baltimore County and the sewer service will be provided by Baltimore County. The streets in which the sanitary sewers are installed will be owned by the developer, the Association or Baltimore County as required by Baltimore County. The individual property owners will be billed a charge in connection with the installation and maintenance of sewer mains and services.

(o) The water supply system, including lines in the street and fire hydrants, will be installed by the developer. Water will be supplied by Baltimore City and Baltimore County. The water supply system will be owned by the developer, the Association or Baltimore County as is appropriate from time to time.

(p) A residential property owner shall not keep any bird or animal for any commercial purpose whatsoever. No more than a total of two dogs, cats or birds may be kept on any residential site unless written permission is obtained from the Association. Any animal kept by a residential property

owner shall be kept in such a manner as not to be an annoyance or nuisance to any other residential property owner.

(q) Commercial vehicles, campers, house trailers, boats, boat trailers, discarded vehicles and things of a similar nature may not be stored or parked throughout the property on any private dwelling site, street or open space for a period exceeding 48 hours. In the event of violation of this provision the Association shall have the authority to remove the object and have the same stored commercially at the expense of the owner.

(r) No exterior, visible antennae may be erected on the property.

ARTICLE IV

Approval of Plans:

No building, fence, wall or other structure shall be commenced, erected or maintained on said tracts, nor shall any addition thereto or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, location and approximate cost of such structure and the grading plan of the plot to be built upon have been submitted to and approved in writing by the Association or its representative and a copy thereof, as finally approved, made available to the Association or its representative. The Association or its representative shall have the right to refuse to approve any such plans or specifications or grading plan which are not suitable or desirable in its opinion for aesthetic or other reasons, and in so passing upon such plans, specifications and grading plan it shall have the right to take into consideration the suitability of the proposed building or other structure and the materials of which it is to be built and the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent neighboring property.

(a) The Association shall review the plans and specifications and advise the applicant, within 30 days of the time when the application is filed with the Association, of the determination by the Association, which shall be in the form of approval, approval with modifications, or disapproval. If the Association does not act affirmatively and send a notification to the applicant within 30 days of filing of the application with the Association, then the application will be considered as approved by the Association.

(b) The approval by the Association does not imply that the plans, specifications, proposed construction and location on the lot are in compliance with Baltimore County and State of Maryland Laws and Rules on the subject.

(c) The powers given to the Association for the approval or disapproval of plans shall terminate as of December 31, 1999 unless 60% of the owners of all

of the fee simple and leasehold residential sites (exclusive of reversionary interests, mortgages, deeds of trust in the nature of a mortgage) within the property shown on the aforesaid Plats, Sheets 1 and 2, and numbered 1 through 160, by written instrument shall agree that the Association shall continue to review the plans, and said written continuation authority is recorded among the Land Records of Baltimore County prior to the expiration date of December 31, 1999.

(d) No dwelling, the cost of which is less than $30,000.00 based upon the cost levels prevailing on the date of these covenants, shall be erected or permitted to remain on Lots 1 through 160.

ARTICLE V

MAINTENANCE CHARGES: All residential building sites (Lots 1 through 160) shall be subject to an annual maintenance charge at the rate of $240.00 for each calendar year for the purpose of creating a fund to be known as a maintenance fund, to be paid by the respective owners of the residential building sites to the Association or its representatives. The annual maintenance charges shall be on a quarterly basis payable on the first day of January, April, July and October of each year. The said annual maintenance charges shall not apply until the street in front of the residential building site has been paved with a hard surface and connected over a paved surface to Timonium Road, or the residential building site has been transferred to a home buyer, whichever shall first occur. All annual maintenance charges shall be due in advance on the first day of the appropriate quarter, i.e. January, April, July and October. All annual maintenance charges that are not paid within 30 days of the aforesaid due date, or the date established as the due date, shall be deemed delinquent and shall thereafter bear interest at the rate of 6% per annum.

(a) The annual maintenance charges payable by each residential site owner may be increased each fiscal year by affirmative vote of the majority of the Board of Directors of the Association but without a vote of the members, by not more than 10% of the annual maintenance charges for the previous fiscal year.

(b) The amount of the annual maintenance charges may be increased in excess of ten percent (10%) of the previous annual assessment provided that each assessment in excess of ten percent (10%) shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose or at a regular annual meeting of the Association.

(c) The annual maintenance charges may be decreased at any time by affirmative vote of the majority of the Board of Directors or by a two-third (2/3) vote of each class of the members who are voting in person or by proxy at a meeting called for this purpose or at a regular annual meeting of the Association.

(d) The Association shall establish the annual maintenance charges and each property owner shall be notified promptly of the amount of the annual maintenance charges. In sending notification to the various property owners the Association shall be required to send the notice only to those property owners who have provided the Association with their name and address. It shall not be the responsibility of the Association to examine the land records or the tax records or to use other means to ascertain the name, address and ownership of an individual residential site.

(e) The Association shall apply or cause to be applied the total maintenance fund towards the payment of the maintenance expenses which may be incurred for any or all of the following purposes:

(1) For lighting, improving and maintaining the streets and open spaces for the general use of owners and occupants of the Property included in said tracts.

(2) For operating and maintaining any storm water drains now or hereafter constructed in said Property.

(3) For collecting and disposing of garbage, trash, snow, etc.

(4) For caring for vacant and unimproved Property, removing the grass and weeds therefrom and doing all other things necessary or desirable, in the opinion of the Association or its representative, to keep the Property neat and in good order, or which, in the opinion of the Association or its representative, may be of general benefit to the owners or occupants of the Property included in said tracts.

(5) For expenses incident to the examination and consideration of plans as herein provided and to the enforcement of the restrictions, conditions, covenants, assessments, charges and agreements herein contained and as amended from time to time.

(6) For taxes and assessments, if any, that may be levied by any public authority upon the streets, roads or open spaces now or hereafter opened, laid out or established for the general use of the owners of Property included in said tracts.

(7) For the cost of the administration and management of the Association including all expenses incidental thereto such as, but not limited to, rent, office supplies and equipment, postage, telephone, personnel salaries, taxes, printing, insurance, legal and accounting fees and any other expenses incurred for the benefit of the Association.

(8) For the cost of the construction and maintenance of the pumping station and pumping station site and the cost and maintenance of the structure or structures previously herein referred to, said site and structures to be used by the Association.

(f) The assessments and charges established by the Association shall be subordinate to the real property taxes (and metropolitan charges if and when established) but prior to all other charges and liens such as judgments, mortgages, deeds of trust or other security instruments.

ARTICLE VI

SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS: In addition to the annual maintenance charges authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement in the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose or at an annual meeting. All such special assessments for capital improvements shall be billed in the manner specified in the resolution of the members establishing the assessment.

ARTICLE VII

MAINTENANCE CHARGES AND SPECIAL ASSESSMENTS AS LIENS: The Maintenance Charges and Special Assessments provided for herein shall be liens or encumbrances on the land with respect to which said charges are made and each party, by the acceptance of title

to any of the land included in said tract from the time of acquiring title thereto until the same has been disposed of, shall be held to have covenanted and agreed to pay to the Association all charges provided for herein. A receipt or certificate in writing signed by a representative of the Association shall be given on request to any owner liable for such charges setting forth the status of the charges at the time the certificate is issued.

Each owner of a residential site shall be considered to have assented to the enforcement by the Association of the collection of any amount due by way of annual or special assessment.

ARTICLE VIII

RIGHT TO ABATE VIOLATIONS: Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give the Association, in addition to all other remedies, the right to enter upon the land on which such violation breach exists and summarily to abate and remove, at the expense of the owner thereof, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof; and the Association and its agents or representatives shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

ARTICLE IX

RIGHT TO ENFORCE: The provisions herein contained, subject to the right of termination or modification in whole or in part as herein provided, shall run with and bind the land and shall be for the benefit of and be enforceable by the Association or its representative or the owner of any residential site included in said Property, their respective legal representatives, heirs, successors and assigns. The failure by the Association or its representative or any land owner to enforce any restriction, condition, covenant or agreement herein contained shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

ARTICLE X

EASEMENTS: Easements are reserved along the rear and side lines of certain lots in said Property as shown on said Plats, Sheet 1 and 2, for limited foot passage, for the installation and maintenance of utilities such as telephone, gas, electric and water lines, sewer lines, pipes and conduits, and for the drainage of surface water. No structure, planting or obstruction of any kind shall be placed upon or permitted to remain upon the easements which damage or interfere with the intended use of the easement. The record owners of the residential sites over which an easement passes (excluding reversionary owners and lenders) shall maintain the easement areas except as to those improvements for which a utility company or public authority is responsible.

All owners of any portion of the Property shall have an easement for ingress and egress over the streets, roads, lanes and places as shown on said Plats, Sheets 1 and 2, to and from the public road.

Surrounding the entire Property (except on the Timonium Road boundary) and along the rear lines of many of the individual home sites or dwelling sites and throughout portions of the open space easements for drainage and utilities are shown on the Plat. These easements are reserved by the Declarant and will be granted to appropriate utilities and governmental authorities as required..

ARTICLE XI

OWNERS' LICENSE FOR USE OF OPEN SPACES: Every owner of a residential site shall have a license to use and enjoy the open space, subject to the following provisions:

(a) George F. Strutt or the Association may establish easements in favor of any public agency, authority or utility or transfer all or any part of the open space to any public agency, authority or utility subject to such conditions as may be approved by the transferor and the transferee.

(b) The Association may establish rules and regulations for the use of the open space for the benefit of the owners of the residential sites.

(c) The transfer of title of any of the open space as well as the rules and regulations governing the use of the open space shall be subject to the approval of Baltimore County.

ARTICLE XII

EIGHTEEN FOOT ROAD RESERVATION: Along the eastern edge of the Property there is an eighteen (18) foot road reservation. This area in its various parts is now owned by George F. Strutt and is subject to various easements.

ARTICLE XIII

RESERVATIONS BY GEORGE F. STRUTT: George F. Strutt hereby reserves unto himself, his personal representatives and assigns:

(a) The title in fee to all of the property until specifically conveyed by appropriate deeds.

(b) The right to establish easements for any purpose.

(c) The right to re-locate, alter, modify, re-subdivide or change any and all lot lines, easements, streets, roads, lanes and places shown on said Plat of Valleywood Section 7 Sheets 1 and 2.

(d) Reference to streets, roads, lanes, places and easements herein is for the purpose of description only and is not intended to be in any manner a dedication of said streets, lanes, places or easements to public use.

(e) The right is reserved to the Declarant in connection with the grading of any street, road, lane, place or easement, or at any time thereafter, to enter upon any abutting lot and grade the portion of such lot adjacent to such street, road, lane, place or easement. The Declarant shall not have any obligation or duty to so grade or maintain any slope on any residential site.

(f) The right is reserved to the Declarant, his personal representatives and assigns, to amend, modify or change the provisions hereof at any time prior to the conveyance of any residential home site to a home owner. All amendments, modifications or changes in this Declaration shall be valid only when the approval of Baltimore County is obtained and evidenced on the document effecting the changes.

ARTICLE XIV

COVENANTS RUN WITH THE LAND: These covenants shall be in perpetuity, shall run with the land and shall be binding on all parties and all persons claiming under them, except as herein otherwise provided.

ARTICLE XV

AMENDMENT OF THIS DECLARATION: In addition to the right reserved by George F. Strutt, his personal representatives and assigns, in Article XIII hereof to amend this Declaration, the Declaration may also be amended from time to time or terminated provided an instrument signed by the owners of the fee simple and leasehold interests (exclusive of reversionary interest, mortgagees, other lenders and creditors) of at least sixty percent (60%) of Lots 1 through 160, evidencing their agreement to change or terminate these covenants in whole or in part, is recorded among the Land Records of Baltimore County. All amendments, modifications or changes in this Declaration shall be valid only when approved by Baltimore County, Maryland.

ARTICLE XVI

INVALIDATION OF ANY COVENANT OR RESTRICTION: Invalidation of any one or more of these covenants and restrictions by judgment or order of court shall not in any way affect the validity or enforceability of the other covenants and restrictions, which shall remain in full force and effect.

AS WITNESS the hand and seal of George F. Strutt.

George F. Strutt (SEAL)
George F. Strutt

STATE OF MARYLAND

COUNTY OF BALTIMORE to wit:

I HEREBY CERTIFY that on this 1 day of oct., 1978 before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared George F. Strutt and acknowledged the aforegoing Declaration of covenants conditions and restrictions to be his act.

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

My commission expires:

July 1, 1982

Fred J. Wiedenfeld

The aforegoing Declaration by George F. Strutt is approved this _____ day of _____, 1978.

BALTIMORE COUNTY, MARYLAND

By _____

APPROVED BALTIMORE COUNTY
REQUIREMENTS

ASSISTANT COUNTY SOLICITOR 10/13/78

Rec'd for record OCT 31 1978 at 10 40 A
Per Elmer H. Kahline, Jr., Clerk
Mail to George F. Strutt
Receipt No. 37100

LIBER 5952 PAGE 833

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration, made this 14th day of April in the year One Thousand Nine Hundred Seventy-Eight, Valleywood, Incorporated (declarant), a corporation organized and existing under the laws of the State of Maryland.

WITNESSETH:

WHEREAS, Declarant is the owner of the hereinafter described property situate in the Eighth Election District of Baltimore County, Maryland, and, as such owner, desires to impose on the hereinafter open space tracts, the protective covenants, conditions and restrictions hereinafter set forth.

NOW, THEREFORE, declarant hereby declares that the said open space tracts shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the property and for the common benefit of declarant, owner and the residents. These covenants, conditions and restrictions shall run with the open space tracts and shall be binding on all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of declarant, owner and the residents. However, Valleywood, Incorporated shall have no personal liability or responsibility for the performance of any covenant required to be performed hereunder after any grant, conveyance, transfer or other disposition of all of its right, title and interest in and to the property, but the liability and responsibility for performance of each covenant contained in this Declaration shall at all times rest only with the owner of the property, determined as of the time any performance is required hereunder.

ARTICLE I

DEFINITIONS

As used in this Declaration, the following terms shall have the meanings herein ascribed thereto. The terms herein defined are:

(a) Plat. Plat means and refers to the plat entitled Valleywood VII and recorded among the Land Records of Baltimore County, Maryland. -- Liber 42 - Folio 141 and 142

(b) Property. Property means that portion of the plat shown as Town House Lots, numbered from 1 to 160, plus indicated open space areas, containing 29,74acres of land, more or less, shown on the plat.

(c) Open Space Tracts. Open space tracts mean and include only those portions of the property, concaining in the aggregace 11.44 acres of land, more or less, designated and delineated as "Local Open' Space" on the plat, as follows: Local Open Space - 9.20 Ac. ±; and Local Open Space - .56 Ac. and .62 Ac. and 1.06 Ac.

(d) Improvements. Improvements mean and include all structures of every kind, located on the open space tracts for the common use and enjoyment of the declarant, owner and the residents.

TRANSFER TAX NOT REQUIRED
Walter R. Richardson
Director of Finance
BALTIMORE COUNTY, MARYLAND
Per: Gloria Colburn
5-25-78 Authorized Signature Declarant

2/W
4-11-78

(e) Owner. Owner means and refers to the then record owner of the open space tracts, whether comprised of one or more entities or persons associated in said ownership, except as follows: the grantee named in any mortgage, deed of trust or other conveyance in the nature of a mortgage, the beneficiary, creditor or other party secured under any deed of trust and the heirs, personal representatives, successors and assigns of such grantee, beneficiary, creditor or other person, having any interest in the open space tracts as security for the payment of money or the performance of an obligation is not included or encompassed by the term "owner."

(f) Declarant. Declarant means and refers to Valleywood, Incorporated, its successors and assigns, to the extent any successor or assign acquires any open space tract or any part thereof.

(g) Residents. Residents mean and refer to the resident occupants of any residential structure erected on the property.

ARTICLE II

USE RESTRICTIONS

No part of the open space tracts shall be used except for recreational, park, beautification, or amenity purposes, drainage and sediment control facilities, as required by Baltimore County, and underground public utility lines.

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

No sign of any kind shall be displayed to the public view on any open space tract, except one lawful sign, no more than five square feet in area, advertising the property for sale or rent, or signs used by declarant or a builder to advertise the property during the construction and sales period.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any open space tract, except that dogs, cats or other household pets may be kept, if permitted under any lease or agreement between the owner and any of the residents, provided that they are not kept, bred, or maintained for a commercial purpose.

No part of any open space tract shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, which shall not be kept on any open space tract, except in sanitary containers. All incinerators or other equipment on any open space tract, for the storage or disposal of any of the foregoing material, shall be kept in a clean and sanitary condition. All trash shall be collected in a manner approved by Baltimore County.

No private sewage disposal system shall be permitted on any open space tract, except a system connected to the Metropolitan Sanitary System.

No private water supply system shall be permitted on any open space tract, except a system connected to the Metropolitan Water Supply.

Nothing in this article shall be construed to prohibit traversing any open space tract with underground pipes or lines furnishing water, sewer, storm drainage, gas, electric or telephone service to the property or the area in which same is located, and such lines or pipes may be installed in any open space tract.

ARTICLE III

BUILDING RESTRICTIONS

No structure of any kind or nature, except improvements normally used in connection with recreational, park, beautification or amenity purposes, or water, sewer, gas, electric, telephone, drainage or sediment control facilities, shall be built on any open space tract.

ARTICLE IV

MAINTENANCE

The owner or its agent(s) shall supervise, manage, operate, examine, inspect, care for, preserve, replace, restore and maintain the open space tracts and the improvements situated thereon in accordance with reasonable park and open space maintenance standards.

The owner shall assume responsibility for the continuing preservation and care of the open space tracts and improvements thereon, including but not limited to, the removal of trash, debris and fallen trees, stumps and high grass which could reasonably be expected to contribute to accident, injury, or generally unsafe or unsanitary conditions.

ARTICLE V

GENERAL PROVISIONS

Section 1. Failure to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. The covenants and restrictions of this Declaration shall run with and bind the open space tracts in perpetuity, unless development or redevelopment thereof is permitted in accordance with applicable laws, ordinances, codes, zoning and policies of the State of Maryland and Baltimore County and such development or redevelopment is permitted to take place without the covenants, conditions, and restrictions stated herein.

Section 4. This Declaration may be amended by an effective instrument executed by the declarant, its successors or assigns, so long as such amendments are approved by Baltimore County, Maryland. No consent,

approval or agreement of any resident shall be required at any time for the termination, amendment, modification or extinguishment of this Declaration, it being the intent hereof that any right, privilege or benefit of any resident shall be dependent upon and derived from the rights reserved to the declarant.

WITNESS, the hand and seal of the declarant, the day and year first above written.

ATTEST:

By: _____
Joan B. Strutt, Secretary

VALLEYWOOD, INCORPORATED

By: _____
George F. Strutt, President
(Seal)

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY that on this 4th day of April, 1978, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid personally appeared George F. Strutt, President of VALLEYWOOD, INCORPORATED, a body corporate, and acknowledged the foregoing Declaration of Covenants, Conditions and Restrictions to be the act and deed of said Corporation.

AS WITNESS my hand and Notarial Seal.

_____
Notary Public

My commission expires: July 1, 1978

Cockeysville, Md. 21093.

REVIEWED FOR BALTIMORE COUNTY REQUIREMENTS

_____
ASSISTANT COUNTY SOLICITOR 5/3/78

Rec'd for record MAY 23 1978 at 11 07
Per Elmer H. Kahline, Jr., Clerk
Mail to Baltimore Co.
Receipt No. 76213-69

Collection Resolution
Valleywood at 5 Farms HOA Inc.

Order: KJXBHB327
Address: 2249 Chapel Valley Ln
Order Date: 10-01-2026
Document not for resale
HomeWiseDocs

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

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Order: KJX8HB3Z7

Current Unaudited Financial Documents
Valleywood at 5 Farms HOA Inc.

Order: KJXBHB327
Address: 2249 Chapel Valley Ln
Order Date: 10-01-2026
Document not for resale
HomeWiseDocs

Balance Sheet as of 9/30/2026

Assets	Operating	Reserve	Total
Assets			
1012 - NCB - Operating	$10,430.73		$10,430.73
1014 - NCB Operating Contingency	$21,010.26		$21,010.26
1020 - Morgan Stanley-RSV		$251,466.49	$251,466.49
1050 - ADM MM Reserve		$103,685.93	$103,685.93
1061 - NCB - Reserve MM		$12,498.08	$12,498.08
1200 - Accounts Receivable	$16,987.66		$16,987.66
1305 - Allowance for Doubtful Accts.	($809.00)		($809.00)
1625 - Accrued Interest	$264.52		$264.52
1640 - Prepaid Insurance	$3,751.53		$3,751.53
1990 - Due From Operating		$36,742.19	$36,742.19
Total Assets	**$51,635.70**	**$404,392.69**	**$456,028.39**
Total Assets	**$51,635.70**	**$404,392.69**	**$456,028.39**

Order: KJXBHB327
Address: 2249 Chapel Valley Ln
Order Date: 10-01-2026
Document not for resale
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Liabilities / Equity	Operating	Reserve	Total
Current Liabilities			
2000 - Accounts Payable	$925.52		$925.52
2001 - Due to Reserve	$36,742.19		$36,742.19
2020 - Prepaid Assessment	$16,364.17		$16,364.17
Total Current Liabilities	**$54,031.88**		**$54,031.88**
Reserves			
3020 - Reserve Contributions - Cur Yr		$71,350.47	$71,350.47
3024 - Prior Years' Replacement Reserves		$365,683.88	$365,683.88
3035 - Unrealized Gain/loss repl resv		$9,001.09	$9,001.09
3050 - Contingency Reserve Contrib.-Current Yr		$4,050.00	$4,050.00
3057 - Reserve Concrete		($8,750.00)	($8,750.00)
3120 - Reserve Expense - CY		($43,350.00)	($43,350.00)
4051 - Reserve Interest Income-CY		$6,407.25	$6,407.25
Total Reserves		**$404,392.69**	**$404,392.69**
Equity			
3040 - Retaining Earnings	$17,565.94		$17,565.94
3999 - Net Income (Loss)	($19,962.12)		($19,962.12)
Total Equity	**($2,396.18)**		**($2,396.18)**
Total Liabilities / Equity	**$51,635.70**	**$404,392.69**	**$456,028.39**

Order: KJXBHB327
Address: 2249 Chapel Valley Ln
Order Date: 10-01-2026
Document not for resale
HomeWiseDocs

Valleywood at 5 Farms HOA, Inc.

Statement of Revenues and Expenses 9/1/2026 - 9/30/2026

	Current Period			Year To Date			Annual
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
Operating Income							
Income							
4025 - Assessment	-	-	-	216,000.00	216,168.75	(168.75)	288,225.0
4040 - Late Fee	-	-	-	915.00	-	915.00	
4045 - Returned Payment Fee	35.00	-	35.00	70.00	-	70.00	
4050 - Operating Interest	11.22	-	11.22	110.54	-	110.54	
Total Income	**46.22**	**-**	**46.22**	**217,095.54**	**216,168.75**	**926.79**	**288,225.0**
Total Income	**46.22**	**-**	**46.22**	**217,095.54**	**216,168.75**	**926.79**	**288,225.0**
Operating Expense							
General & Administrative							
6010 - Audit & Tax	-	-	-	-	1,900.00	1,900.00	1,900.0
6060 - Insurance Property & Liability	319.76	683.33	363.57	4,970.25	6,149.97	1,179.72	8,200.0
6070 - Legal	-	416.67	416.67	15,492.50	3,750.03	(11,742.47)	5,000.0
6071 - Legal - Collection	-	-	-	3,257.50	-	(3,257.50)	
6120 - Management Fees	3,638.75	3,638.75	-	32,748.75	32,748.75	-	43,665.0
6135 - Income Taxes	-	83.33	83.33	670.00	749.97	79.97	1,000.0
6150 - Miscellaneous Admin Expense	122.80	125.00	2.20	4,497.18	1,125.00	(3,372.18)	1,500.0
6155 - Communications	-	83.33	83.33	-	749.97	749.97	1,000.0
Total General & Administrative	**4,081.31**	**5,030.41**	**949.10**	**61,636.18**	**47,173.69**	**(14,462.49)**	**62,265.0**
Maintenance							
6313 - Tree Maintenance	-	375.00	375.00	-	3,375.00	3,375.00	4,500.0
6315 - Non-Contract Landscape	-	275.00	275.00	-	2,475.00	2,475.00	3,300.0
6325 - General Repairs	-	333.33	333.33	1,250.00	2,999.97	1,749.97	4,000.0
6352 - Dog Station Maintenance	600.00	-	(600.00)	4,800.00	-	(4,800.00)	
Total Maintenance	**600.00**	**983.33**	**383.33**	**6,050.00**	**8,849.97**	**2,799.97**	**11,800.0**
Utilities							
6510 - Electric	802.72	895.83	93.11	7,187.60	8,062.47	874.87	10,750.0
6520 - Water/Sewer	-	1,312.50	1,312.50	12,274.49	11,812.50	(461.99)	15,750.0
Total Utilities	**802.72**	**2,208.33**	**1,405.61**	**19,462.09**	**19,874.97**	**412.88**	**26,500.0**
Contract Services							
6610 - Landscape	3,683.88	3,505.50	(178.38)	33,154.92	31,549.50	(1,605.42)	42,066.0
6620 - Janitorial Contract	-	671.67	671.67	-	6,045.03	6,045.03	8,060.0
6640 - Snow Removal	-	3,083.33	3,083.33	41,354.00	27,749.97	(13,604.03)	37,000.0
Total Contract Services	**3,683.88**	**7,260.50**	**3,576.62**	**74,508.92**	**65,344.50**	**(9,164.42)**	**87,126.0**
Other Expenses							
9910 - Replacement Reserves	7,927.83	7,927.83	-	71,350.47	71,350.47	-	95,134.0
9911 - Contingency Reserves	450.00	450.00	-	4,050.00	4,050.00	-	5,400.0
Total Other Expenses	**8,377.83**	**8,377.83**	**-**	**75,400.47**	**75,400.47**	**-**	**100,534.0**

Order: KJXBHB327
Address: 2249 Chapel Valley Ln
Order Date: 10-01-2026
Document not for resale
HomeWiseDocs

Valleywood at 5 Farms HOA, Inc.

Statement of Revenues and Expenses 9/1/2026 - 9/30/2026

	Current Period			Year To Date			Annu
	Actual	Budget	Variance	Actual	Budget	Variance	Budge
Operating Expense							
Total Expense	17,545.74	23,860.40	6,314.66	237,057.66	216,643.60	(20,414.06)	288,225.0
Operating Net Total	(17,499.52)	(23,860.40)	6,360.88	(19,962.12)	(474.85)	(19,487.27)	
Net Total	(17,499.52)	(23,860.40)	6,360.88	(19,962.12)	(474.85)	(19,487.27)	

Order: KJXBHB327
Address: 2249 Chapel Valley Ln
Order Date: 10-01-2026
Document not for resale
HomeWiseDocs

Insurance Dec Page
Valleywood at 5 Farms HOA Inc.

Order: KJXBHB327
Address: 2249 Chapel Valley Ln
Order Date: 10-01-2026
Document not for resale
HomeWiseDocs

State Farm Fire and Casualty Company
A Stock Company With Home Offices in Bloomington, Illinois

Po Box 2915
Bloomington IL 61702-2915

RECEIVED MAR 19 2025

Named Insured

AT1
000737 3317 9L-21-9DDB-FAA2F M
VALLEYWOOD-AT FIVE FARMS
HOMEOWNERS ASSOCIATION INC
C/O COMPLETE MANAGEMENT
PO BOX 882
PASADENA MD 21123-0882

Entity: Corporation

RENEWAL DECLARATIONS

Policy Number 90-BY-P575-5

Policy Period	Effective Date	Expiration Date
12 Months	APR 29 2025	APR 29 2026

The policy period begins and ends at 12:01 am standard time at your mailing address as shown.

COMMERCIAL LIABILITY UMBRELLA POLICY

Automatic Renewal - If the **policy period** is shown as **12 months**, this policy will be renewed automatically upon payment of the renewal premium when due subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated we will give you written notice in compliance with the policy provisions or as required by law.

IMPORTANT NOTICES ON REVERSE

Coverage(s)	Limits of Insurance
Coverage L - Business Liability (Each Occurrence)	$ 3,000,000
Coverage L - Business Liability (Annual Aggregate)	$ 3,000,000
Self-Insured Retention	$ 10,000

Required Underlying Insurance Schedule

Coverage		Minimum Underlying Limits
Business Liability	Bodily Injury (Per Occurrence)	$ 500,000
	Bodily Injury (Annual Aggregate)	$ 1,000,000
	Property Damage (Per Occurrence and Annual Aggregate)	$ 100,000
	--or--	
	Bodily Injury and Property Damage (Per Occurrence)	$ 500,000
	Bodily Injury and Property Damage (Annual Aggregate)	$ 1,000,000
Employers Non-Owned Auto Liability	Bodily Injury and Property Damage (Each Occurrence)	$ 500,000
	Bodily Injury and Property Damage (Annual Aggregate)	$ 1,000,000
	--or--	
	Bodily Injury (Each Person/Each Accident)	$ 500,000 / $ 500,000
	Property Damage (Each Accident)	$ 100,000
	--or--	
	Bodily Injury and Property Damage (Each Accident)	$ 500,000

Forms & Endorsements

Commercial Liab Umb Policy	CU-2100
*Terrorism Insurance Cov Notice	FE-6999.3
Amendatory Endorsement	CU-2220.2
Exclusion - Lead Poisoning	CU-2339
Exclusion - Total Pollution	CU-2341
Amendment of Who Is an Insured	CU-2384
Policy Endorsement	CU-2474.3

Policy Premium $ 856.00

* New Form Attached

Other limits and exclusions may apply - refer to your policy

Continued on Reverse

CU-2000 Prepared MAR 05 2025
3711 299 I
N

JEFF BRENT
(410) 544-7174

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555-930.2 (01/2941c) 11-20-2008

In accordance with the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019, this disclosure is part of your policy.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

0202-0001

Coverage for acts of terrorism is not excluded from your policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

There is no separate premium charged to cover insured losses caused by terrorism. Your insurance policy establishes the coverage that exists for insured losses. This notice does not expand coverage beyond that described in your policy.

THIS IS YOUR NOTIFICATION THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER YOUR POLICY MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A $100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE.

FE-6999.3

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StateFarm

State Farm Fire and Casualty Company
Po Box 2915
Bloomington IL 61702-2915

L-21-9DDB-FAA2 M F
000737 3317
VALLEYWOOD-AT FIVE FARMS
HOMEOWNERS ASSOCIATION INC
C/O COMPLETE MANAGEMENT
PO BOX 882
PASADENA MD 21123-0882

ST-0101-0001

BALANCE DUE NOTICE

POLICY NUMBER 90-BY-P575-5
COMMERCIAL LIABILITY UMBRELLA POLICY

DATE DUE	PLEASE PAY THIS AMOUNT
SEE NOTE	SEE NOTE

Full payment by Date Due continues this policy to APR 29 2026

PREMIUM $ 856.0

LOCATION:On File

Important Message(s)

NOTE:
Do not pay. Payment is being made through State Farm Payment Plan. Account # 1150463021

17 2600 0899

See reverse for important information.
Please keep this part for your record.
Prepared MAR 05 2025

Agent JEFF BRENT
Telephone (410) 544-7174

↓ Please fold and tear here ↓

MOVING? PLEASE SEE YOUR STATE FARM AGENT. L-9DDB-FAA2

StateFarm

INSURED	VALLEYWOOD-AT FIVE FARMS HOMEOWNERS ASSOCIATION INC
POLICY NUMBER	90-BY-P575-5 **COMM LIAB UMB**

PLEASE RETURN THIS PART WITH YOUR CHECK MADE PAYABLE TO STATE FARM

DATE DUE	PLEASE PAY THIS AMOUNT
SEE NOTE	SEE NOTE

2109506133

(01/30926) (01/2001)
For office use only 0720 M 3711
Prepared: MAR 05 2026
99 I

FIRE BAL DUE		0613

600516400000000 990655505575502521>

Other Document
Valleywood at 5 Farms HOA Inc.

Order: KJXBHB327
Address: 2240 Chapel Valley Ln
Order Date: 10-01-2025
Document not for resale
HomeWiseDocs

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

****REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.****

Order: KJXBHR3Z7

Rules and Regulations
Valleywood at 5 Farms HOA Inc.

Order: KJXBHB327
Address: 2249 Chapel Valley Ln
Order Date: 10-01-2026
Document not for resale
HomeWiseDocs

Valleywood at Five Farms

Resident's Handbook

2021

LR - HOA Depository
Recording Fee 50.00
HOA Name: Valleywood
at Five Farms
Ref:
Total: 50.00
10/29/2021 02:08
CC03-06
#15577414 CC0301 -
Baltimore
County/CC03.01.04 -
Register 04

HOMEOWNERS' ASSOCIATION RULES & REGULATIONS

Revised and Effective——February 2021

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Address: 2245 Chapel Valley Ln
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Address: 2249 Chapel Valley Ln
Order Date: 10-01-2026
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INTRODUCTION

Valleywood at Five Farms is a high-density environment with 160 homes in a relatively small area. It is in the interest of promoting harmony, while maintaining an attractive, desirable, and pleasant neighborhood, that these Rules and Regulations have been prepared. The Board of Directors sincerely hopes that every Valleywood resident, either owning or renting, willingly adheres to these Rules and Regulations to ensure that few disputes, if any, arise and that everyone in this community will enjoy a lovely and harmonious living environment. Therefore, any violations of these Rules and Regulations should be reported in writing to Management to be reported to the Board of Directors for a follow-up response.

COMMUNITY ASSOCIATION February 2021

Board of Directors

The Board of Directors consists of members of the community. New members are elected to the Board each year at the Associations' Annual Meeting.

Architectural/Landscape Committee

In accordance with community By-Laws, the Association has established an Architectural/Landscape procedure to ensure that the appearance of Valleywood at Five Farms remains attractive. This procedure has been established to monitor compliance with Architectural/Landscape standards and to review requests for modifications. For your use, an "Architectural/Landscape Modification Request" form is provided in this Guide.

All requests should be mailed or emailed to the management company

Please feel free to contact the Management company if you have any questions or concerns, which are not covered in this Handbook.

SUMMARY OF GENERAL RESTRICTIONS

For a complete version of the below listed Rules and Regulations, please see Article III of the Valleywood at Five Farms Declaration of Covenants, Conditions, and Restrictions.

A. No exterior alteration or addition shall be made to any unit or lot without written approval of the Board of Directors. This includes the installation of landscaping, fences, walls, hedges, satellite antennas, etc.

B. No noxious or offensive activity shall be conducted within the community, which may become an annoyance or nuisance to the neighborhood. This includes the playing of loud music, use of motorized scooters, use of skateboards, etc.

C. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, tool shed, or other outbuilding shall be used/erected on any lot.

D. **All signs are prohibited from the lots and any structure, with the following exceptions: 1) "For Sale/Rent" signs no larger than five square feet 2) one candidate sign per candidate or advertisement in the support or defeat of any proposition with a maximum of three (3) signs per Lot. Signs may be placed no earlier than thirty (30) days before a primary or general election or vote on the proposition and removed no later than seven (7) days after the primary or general election or vote on the proposition. 3) One commercial home security sign placed in the mulched garden bed at the front of the home not to exceed 12" x 12". Signs are strictly prohibited on the common areas with the exception of Association related communications approved by the Board of Directors.**

E. No Swimming Pool (below or above ground) may be installed / used on any lot except for small portable children's pools.

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Address: 2249 Chapel Valley Ln
Order Date: 10-01-2025
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HomeWiseDocs

F. The open space (Homeowners Association Property) may not be used by any individual or other entity for their exclusive purpose. For example; no structure or item may be kept, stored, or placed on the open space. The common areas of the community are only to be used for recreational purposes.

G. No more than two (2) animals may be kept on any lot without written approval from the Association. All pets must be kept in such manner that they do not become a nuisance to the community. Pet owner(s) must comply with all rules established by Baltimore County. Pet owner(s) must leash, curb and dean up after pet(s) at all times. Pets should be kept quiet between the hours of 11 p.m. and 7 a.m.

H. No commercial vehicle, camper, boat, trailer, discarded vehicle, etc. may be parked within the community for a period exceeding 48 hours. In case of violation, the Board of Directors/Association reserves the right to have the item removed and stored at the expense of the owner.

I. All owner(s) are responsible for the care/upkeep of his/her unit/lot as needed or required by the governing documents or Association.

J. **All flags are prohibited with the exception of one official Flag of the United States and no larger than 3' x 5' and hung on the front and/or rear or deck of the house. Garden flags no larger than 12" x 18" may be displayed behind the garden walls and rear yards and shall not be visible from the street. Flags may not be placed on common areas.**

COMMUNITY REMINDERS

Association Fees

Article V of the Declaration of Covenants, Conditions, and Restrictions establishes each owner's obligation for assessments. Fees are due on the first day of January, April, July and October of each year. Direct Debit through Management is now available for your convenience. The application form is included in this handbook. You may also set up recurring payments within our website @ https://www.valleywoodat5.frontsteps.com

Late Fee - If a quarterly assessment is not received by the end of the month after the due date, a $15 late fee will be added to the account.

RESOLUTION
VALLEYWOOD AT FIVE FARMS HOMEOWNERS ASSOCIATION
DELINQUENT ASSESSMENT COLLECTION PROCEDURE

A. WHEREAS, Article V of the Declaration of Covenants and Restrictions establishes each homeowner's obligation for assessments;

B. WHEREAS, Article V of the Declaration establishes that annual assessments shall be paid in equal quarterly installments which become due on the first day of January, April, July and October.

C. WHEREAS, Article VII of the Declaration of the Association charges the Board of Directors with the responsibility for collection of assessments; and

D. WHEREAS, it is the intent of the Board of Directors to establish a method for the collection of delinquent assessments in accordance with the Maryland Contract Lien Act.

DELINQUENT ASSESSMENT COLLECTION PROCEDURE (continued)

NOW THEREFORE, BE IT RESOLVED that the procedure for the collection of delinquent assessments be as follows:

1. The due date is defined as the 1st day of January, April, July and October. Any assessment not received by the management company by the 30th day after the due date shall be considered delinquent.

   If a quarterly assessment is not received by the management company by the 30th day after the due date, a $15.00 late fee will be added to the account and become the responsibility of the homeowner.

2. If a quarterly assessment is not received by the management company in a timely manner, the management company will send a notification of the delinquency by first class mail to the homeowner at his or her last known address when an account is 15 days delinquent, 30 days delinquent and 45 days delinquent. Failure to receive a notice, however, does not relieve a homeowner of the obligation to pay the required assessment, late fee, or any other charges.

3. If an account is delinquent for 60 days or more after the original due date, the account shall be turned over to the Association's attorney for collection action.

4. A "Notice of Intent to Record a Statement of Lien" shall be mailed by the attorney to the owner of the property, at his or her last known address, by registered or certified mail, return receipt requested. Costs of collection, including attorney's fees, will be charged to the delinquent homeowner's account and become the responsibility of the homeowner. If the homeowner refuses to accept the registered or certified mail, the "Notice of Intent to Record a Statement of Lien" may be posted on the homeowner's property and an additional fee for posting will be added to the delinquent homeowner's account.

5. If, within thirty (30) days of the homeowner's receipt of the "Notice of Intent to Record a Statement of Lien", the homeowner does not cure his or her default by tendering payment of all past due assessments, late charges, administrative fees, attorney's fees and costs, a Statement of Lien will be filed in the Land Records of Baltimore County in accordance with the Maryland Contract Lien Act. A copy of the lien will be sent to the delinquent homeowner.

6. The lien will secure payment of:
   - Assessments
   - Utilities
   - Late charges
   - Administrative fees
   - All costs of collection
   - Attorney's fees

7. If, after a lien has been filed, a homeowner fails to bring his or her account current by tendering the full amount due for assessments, utilities, late charges, administrative fees, attorney's fees and collection costs, the Association may pursue foreclosure, a personal lawsuit against the owner, and/or any other legal remedy available to collect the amounts due to it. The delinquent homeowner shall be responsible for all fees and costs incurred as a result of the Initiation of any of the procedures referenced in this paragraph.

Order: KJYBHB927
Address: 2249 Chapel Valley Ln
Order Date: 10-01-2026
Document not for resale
HomeWiseDocs

DELINQUENT ASSESSMENT COLLECTION PROCEDURE (continued)

8. If the Association receives from a homeowner, in any fiscal year, two or more returned checks for payment of assessments, the Board of Directors may require that all future payments be made by certified check or money order for the remainder of the fiscal year. A $25.00 administrative fee shall be assessed against a homeowner's account for each returned check.

9. Payments received from a homeowner shall be credited in the following order of priority:

   - Attorney's lees
   - Collection costs
   - Administrative fees
   - Late lees
   - Utilities
   - Assessments, including any special assessments

MAILBOXES

The cluster mailboxes in the community are owned by the United States Post Office. The Association may paint them with the permission of the postal authority. Please do not place any signage or notices on the mailboxes.

Lost Keys - Locks with new keys can be obtained by contacting the local post office. A fee will be charged.

Broken Locks - Broken locks may be replaced by the post office without charge. Owners may oil locks to eliminate binding.

PARKING

The streets and parking spaces of the community are owned by the Association. Each townhouse has been allocated two spaces for its exclusive use which is limited to the parking of authorized vehicles. (see Article III, (P) of Declaration)

Fire Lanes - Vehicles are prohibited from parking in areas designated as "Fire Lanes". The Baltimore County Fire Department has determined that its equipment cannot maneuver past certain curves and intersections unless they are free from parked vehicles. The Baltimore County Police Department has the right to ticket and/or tow vehicles found in restricted areas.

Visitors - Visitor parking spaces are reserved for use by visitors only and are not to be used by residents. When a convenient visitor space is not available, visitors may park along curbed areas not designated as Fire Lanes. Visitors should be advised not to park in numbered spaces.

All inoperable vehicles and illegally parked vehicles will be towed at owner's expense.

SNOW REMOVAL

Sidewalks - The residents of each home are responsible for the removal of all snow on the front walkway to their home. Baltimore County codes require that this be completed within 24 hours of any snowfall.

Parking Spaces - The residents of each unit are encouraged to remove all snow within their assigned parking spaces within 24 hours of any snowfall. It is requested that residents jointly work to remove snow from visitor spaces.

The Association provides for the removal of snow on all common walkways and streets. In the event that snowfall reaches a depth of 12", the association will arrange to have snow removed from the parking areas by machine, but only after residents have vacated their parking spaces.

STORAGE OUTSIDE - TOYS/EQUIPMENT

In order to maintain the appearance of the community, no toys, bikes, gardening equipment, trash containers/bags, etc. are to be stored on the front porch or within the front lawn of any unit. Children's toys, bikes, gardening equipment, trash containers, etc. should be neatly placed in the rear yard or out of sight, while not in use.

TRASH REMOVAL/ RECYCLING

Regular household items, lawn waste, and recyclable items are picked up by the Baltimore County Department of Public Works (Bureau of Solid Waste) on pre-designated days. Please contact the Department of Public Works for a pick-up schedule. (The schedule number to request is 19.)

- **Trash containers/bags should be placed out no earlier than 6 p.m. the evening before pick-up.**
- **Empty trash containers should be promptly removed from the curb after pick-up and placed in the rear of unit (out of sight) until the next pick-up time.**

On occasion the association will arrange to have containers placed throughout the community for the removal of bulk household items not normally accepted with normal trash pick-up. Please watch for information on date/time.

ARCHITECTURAL MODIFICATIONS

REMINDER: A request must be submitted and approved by the Board of Directors prior to any modification or installation. A copy of the request form may be found at the end of this section.

AWNINGS

Deck awnings are approved to cover decks. Material must be of canvas or acrylic fabric and brown in color. There have been two companies that have submitted proposals, which were approved. Both proposals are similar and a print of how the awning would be installed is reflected on exhibit A. The two companies used by homeowners are:

Loane Bros
1302 E. Joppa Road
Baltimore, MD 21286
410-823-6050

OR

A. Hoffman Awning Company
5113 Belair Road
Baltimore, MD 21206
410-685-5687

Order: KJX8HB327
Address: 3249 Chapel Valley Ln
Order Date: 10-01-2024
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HomeWiseDocs

Patio awnings to cover the front patio area of Valleywood at Five Farms have been approved with the following specifications: material must be dark brown, tan or beige canvas or acrylic fabric. The cover cannot extend beyond the facing board on the patio wall in the front or beyond either outer trellis.

Retractable awnings are approved over rear sliding glass area of back decks - approximate dimensions 9x10 ft.

DECKS

Maintenance

It is the responsibility of the homeowner to maintain decks by power washing and/or cleaning, then to coat with CWF (Clear Wood Finish — CWF is printed on label) available at many local retail stores . An alternative treatment is Rain Coat made by Wolman, which is also a clear wood waterproofing finish. Additional approved treatments are "semi-transparent stains". Three types have been approved — one requires application by specially trained contractors — the other two are for "do it yourselfer's". "Natural Seal 100 - Cedar Tone Gold" is a product manufactured by American Building Restoration, Inc. (ABR) and is sold only to contractors. Olympic Water Repellent Deck Stain (semi-transparent) in Natural Tone, Fir/Pine or Cedar, and Behr Plus 100 Semi-Transparent Stain in Cedar are sold for the "do it yourselfer's" at local building supply stores.

The board will consider alternative stain colors upon submission of samples. Stains are available at many local retail paint & home improvement locations.

Stain: Solid Stain
Home Depot - Chestnut SC 110
Lowes - Timberline.

Composite Decks and Railings
The below are the composite decks and railings that have been approved.
Trex Transcend Deck – Color - Tiki Torch www.trex.com/
Fiberon – Horizon Symmetry – Color - Ipe, Cabin and Burnt Umber www.fiberondecking.com/ Azek Vintage Collection - Color – Mahogany Azek Timber Tech Legacy Collection – Color – Sapele www.azek.com/
Railing:Trex Transcend – Color - Vintage Lantern and Tree House www.trex.com/
DuraLife Rail Ways – Color – Mahogany https://duralifedecking.com/composite-railways/

Previous Association Board of Directors approved several deck colors that are no longer considered acceptable. The board is not asking those property owners to make changes if maintenance is not required, but is advising that the color needs to be changed upon the next opportunity for maintenance to conform with current guidelines.

Enlarging Decks

Request for enlarging the size of decks have been considered and approved in the past, but they must not exceed 10 feet from the back of the house. All construction must be in accordance with the building codes of Baltimore County.

Wire Screens

Residents with small children or pets may want to provide added protection against putting their heads between the balusters. The only approved alteration is the installation of wire screening, which can be easily removed when no longer needed. Usually a mesh of 1-2 inches is used, which is not easily seen by neighbors but will still provide the desired protection.

PATIO EXTENSIONS

Homeowners whose back yards measure 23 feet or less in length from the rear wall of the house may install a patio not to exceed 11 feet from the rear wall of the house.

Homeowners whose back yards measure 24 to 33 feet in length from the rear wall of the house may install a patio not to exceed 14 feet from the rear wall of the house.

Homeowners whose back yards measure 33 to 38 feet in length from the rear wall of the house may install a patio not to exceed 16 feet from the rear wall of the house.

Topography may indicate that the above extensions could cause erosion problems. If this occurs, the H.O.A reserves the right to disapprove or alter a proposed patio extension.

All extensions must be in compliance with Baltimore County Code.

EXTERIOR LIGHTS

Deck & Patio

Lights installed by the developer vary slightly in design. However, they are the basic "globe lights" mounted on a rectangular base. Replacement globes and complete assemblies are available at most hardware and/or lighting stores.

Current option for replacement for the Decks and Patios is Seagull Lighting Model Number 8038-02 (or equivalent in quality and style) in polished brass only (accepts 1 candelabra-based bulb).

Note: If replacements units cannot be found, substitute fixtures must be approved by the Architectural/Landscape Committee or Board of Directors.

Front & Garden Wall

The original installed and previously approved replacement front-light assemblies are no longer available for replacement. A brass and glass light fixture has been approved for replacement of the original fixture.

Also available are lighting fixtures from Seagull Lighting. The front is Model Number 8039-02 (accepts 2 candelabra based bulbs). See light example on Exhibit B at the end of this handbook.

Sidewalk

Electric or solar-powered lights may be installed along the owner's entrance walkway but must not exceed 18" in height.

Garden Walls

The approved light may be installed on the outside walls of the Valleywood at Five Farms homes. The following are dimensions for installation:

- Top of the wall to the center of light: 9"
- Side of the wall next to sidewalk to side of light: 8 ¾" or 14" to center of light.

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Address: 2249 Chapel Valley Ln
Order Date: 10-31-2026
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REMINDER: A request must be submitted and approved prior to any modification or installation. A copy of the request form may be found at the end of this section.

FENCES

Wooden fences are approved for backyards and side yards of Cedar End and Oak homes; however, fences for Cedar Ends should not extend to the front further than one-half the length of the house. Fences enclosing side yards of Oak homes cannot extend beyond the chimney of the library. All installations must be within the boundaries of the homeowner's property and allow for easements.

Fence must be board-on-board design with cap board unless vertical boards are of 1/2 Gothic Top or Colonial Gothic design. Lumber must be cedar or pressure treated Southern Yellow Pine.

Following are the specifications which have been approved:

Vertical Boards - nominal 1" x 6" or 1" x 4"
Spacing - at least 2.5", no more than 4"
Post - 4" x 4"
Runners - 2" x 4"
Cap Board - 1" x 4"
Gates - depending on lot configuration, one per installation of same material not to exceed 4' in width.
Height - Fence cannot exceed 4' in height except the first area next to patio, which may be 6' high for a length of 10'.

Fences shall not be painted. It is the homeowner's responsibility to maintain their fence by power washing and/or cleaning to bring out the natural color of the wood and to apply a Clear Wood Finish (CWF) or stain to match the deck (see deck specifications)

A copy of the Location Survey with a drawing of the proposed fence showing location of fence is to accompany request.

HOT TUBS

This term is used to identify various types of portable spas, California spas, etc. Hot Tubs can only be installed on the patio under the deck. The maximum dimensions are 6'-5" by 30" in height. Electric components must comply with the Baltimore County electrical code. The exterior of the Hot Tub must be of a type and color that are aesthetically acceptable. Covers must be of a solid material painted or stained to blend with surroundings. When not in use, covers must be locked. Hot Tub installation must be enclosed using lattice or other privacy screening. An accurate drawing, with dimensions and proposed screening must accompany request.

Lattice/screening shall be stained to match the deck.

HOUSE NUMBER PLAQUE

All house numbers must always be visible and in accordance with Fire Department regulations.

1. The original type 10" x 5.5" stained Tobacco Briar or painted gray with 3.5" numbers in black or brass and shall be maintained.

2. The approved replacement is a cast aluminum oval plaque 8" x 13.5" with black background and 3" gold numbers. This plaque can be purchased from home improvement stores such as Lowes and Home Depot. Plaques may also be installed on front of garden walls.

IRON GATES

Gate enclosures on the front gardens of Valleywood at Five Farms homes are permitted. The only approved enclosure is manufactured by G. Krug & Sons in Baltimore, MD. The enclosure is wrought iron and may be painted dark brown or black. www.gkrugandson.com/Gates.html G. Krug & Son, Inc. See Exhibit C.

415 W. Saratoga Street
Baltimore, MD 21201
410-752-3166

LANDSCAPING

Back Yards

Landscaping and hardscaping changes in back yards, including fenced yards must be approved before alterations are made. Trees and plants invading neighboring properties will not be permitted.

Front Yards

Landscaping and hardscaping changes or alterations in front yards must be approved in advance. The area of flowerbeds must conform to the standards of the community. Usually, they do not exceed 6 feet from the foundation of the house. Shrubs and bushes should be attractive and not exceed the height of the lower edge of the kitchen window. Plantings on either side of the kitchen window should not exceed 6' In height. Request for landscaping of front yards of "split-entry homes" will be handled on an individual basis. Flowerbeds may also be arranged around the trunk of front tree. Beds must have a clear definition between bed and turf area. Limitations of materials acceptable for edging are brick, stone and wood. No plastic or metal edging is acceptable if it is above the surface of adjoining grass.

Lawn Ornaments

Permanent lawn ornaments are permitted as long as they comply with all listed specifications:

- Maximum Height 3 feet
- Maximum Width 3 Feet
- Colors must be Earth Tone, Verdigris, brown, tan or dark green.
- May only be placed in front or rear flowerbeds.

Prior to installation a request for approval must be submitted to the Architectural/Landscape Committee for approval. Holiday and/or special event ornaments may be used providing they are removed within an appropriate period of time. Decorations may be placed no earlier than 30 days before the holiday/event and must be removed no later than 14 days after the holiday/event.

Maintenance

Beds - must contain fresh brown mulch with no bare earth showing. Mulch will significantly reduce weed growth in the beds. All shrubs/bushes must be trimmed to a neat, even appearance with no high stalks or leaders. Front shrubs must not exceed lower edge of kitchen/library windows. All dead plantings, shrubs, trees, etc. must be replaced.

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Address: 2249 Chapel Valley Ln
Order Date: 10-01-2024
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Lawns - The height of grass must not exceed 3" and turf must be of even height. Where there are violations of the community standards, the H.O.A. has the right to mow lawns and to bill homeowners after appropriate notice.

Trees - Approved replacement trees are the white, pink, and Kousa dogwoods, Japanese Maple, Japanese Snowball, Weeping Cherry and Purple Flowering Plum. Newly approved trees include Stewartia, Amelanchier, and Crape Myrtle (Acoma and Apalachee varieties only). All trees must be maintained so as to not encroach on a neighboring rad or house. All dead trees must be removed.

Trellis - All trellises must be approved prior to installation.

Window Boxes - Approved window boxes must be dark brown and installed under the kitchen window only. The top of the box cannot protrude above lower edge of kitchen window. Flowers should be of the types that do not grow beyond 12" In height.

PAINT/STAIN

Front Door

Only the following Sherwin Williams paints are approved:
Charred Oak House & Trim Latex Gloss (BM72-24) or Georgian Grey Exterior House Paint (BM8O-22)

Siding

Approved exterior stain for front and back of house is Pittsburgh - Tobacco Briar Special Mix Color. It should require no more than 2 gallons for your house.

Sherwin Williams
2159 York Road
(410) 252-6440

Notify the clerk that there is a card on file with the correct formulation for Valleywood. *(see attached formula attachment at the end of this handbook)*

Note: To ensure availability, call the day before stain is needed.

Additional paint/stain manufacturers will be considered upon submission for approval. Original door color must be maintained.

ROOF

Shingles

The approved replacement shingles are:

TAMKO Glass Seal- 3 Tab Self Sealing Fiberglass Shingles in color Rustic Redwood with a Class A fire rating and 20 or 25 year warranty. Manufactured by Tamko Asphalt Products Co.

Owings Corner Classic or Classic AR- 3 Tab Asphalt Fiberglass Shingles in color Bark Brown.

50 year Architectural shingles
Landmark Certain Teed Asphalt Shingles - Color- Heather Blend www.certainteed.com

Timberline Series - GAF 50 year Architectural Shingles - Color - Hickory www.gaf.com
Owens Corning Architectural Duration Shingles – Color – Brownwood www.owenscorning.com

Additional shingle options will be considered upon submission for approval. Original roof color must be maintained.

Note: For uniformity of appearance it is requested that the roof over the front kitchen window and front door be replaced at the same time as the main roof.

Fascia Boards
Fascia Boards on edges of the roof must be of brown aluminum and match color of the soffit.

Flashing
Use dark brown aluminum flashing materials and dark brown caulk.

Ridge Vent
Plastic ridge vents were installed originally. These may be replaced with brown or black aluminum vents. There is also an approved installation procedure using "Roof Vent", which is practically invisible, since the ridge cap shingles are nailed over the nylon matting.

Skylight
The specific model originally installed above the stairwell is no longer in production. The approved replacement is Velux-America, Inc. Model FSF or FS, Size 112 in color; dark brown.

Solatube skylights are approved for installation on the rear roof of house. Must be inconspicuous and not visible from the street in front of house.

Chimney
T-1-11 plywood stained with Tobacco Briar (same as siding) or equivalent in texture, finish, and color is approved. Vertical aluminum siding may also be used but the color must be dark brown and match that of the fascia material and soffit.

Gutters and Downspouts
Replace gutters, downspouts, and associated hardware only with like kind of aluminum of a color that matches the color of the fascia material and soffit. Gutter Topper (Gutter Helmet, etc.) may be installed as long as the brown color matches gutters.

Crickets
The Board has approved installation of a cricket on the roof to divert water away from the base of the chimney. No particular specifications prevail except that installation should be aesthetically acceptable. In one approved installation the cricket was 6" high and 16" long.

REMINDER: A request must be submitted and approved by the Board of Directors prior to any modification or installation. A copy of the request form may be found at the end of this section.

Order: KJXBHB327
Address: 3249 Chapel Valley Ln
Order Date: 10-01-2026
Document not for resale
HomeWiseDocs

SWING/PLAY SETS

Age appropriate play equipment for infants and toddlers will be allowed. Included in this category will be infant swings and play sets of commercial manufacture that meet federally mandated safety standards. Infants and toddler swings may be suspended from the homeowner's deck; however, all infant and toddler swings must be removed during winter months. Freestanding swing and play sets for children will be allowed in fenced yards only. They must meet the following specifications:

1. The maximum size for swing/play sets shall not exceed 50% of the total back yard space or 12' long x 13' wide x 8' high with slide or 12' long x 9' wide x 8' high without slide.

2. Primary construction material for all swing/play sets must be pressure treated Yellow Pine. No all-metal swing/play sets will be permitted.

3. Primary supports for all swing/play sets must be pressure treated Yellow Pine 4" x 4'.

4. No stain or paint is to be applied to any wood surface, however a clear wood finish or stained to match the deck or fence must be applied.

5. Metal, plastic, rubber, and other materials may be used on swing/play sets but their use must be limited. This includes, but is not restricted to, metal chairs for swings, rubber or synthetic seats for swings, plastic or synthetic slides, climbing rope of either hemp or synthetic material, and metal fireman's poles, etc.

6. Any canopy or tent cover must be solid dark brown.

7. All swing/play sets must be set back 4' from all property lines and 3' from patio concrete slab. Any damage to underground pipes and/or power lines is solely the responsibility of the homeowner.

To minimize the risk of injury to children not authorized to play on installed swing/play sets and to limit the homeowners' liability and protect neighbors, a fence around the backyard shall be installed (if a fence does not already exist).

WINDOW/DOORS

Homes were originally constructed with thermal windows and sliding doors. From time to time the seal between the glasses break and the result is a cloudy or milky type discoloration of the windowpane. Individual panes may be replaced by a number of contractors.

Windows, sliding doors and their frames can be replaced with Marvin Wood and Clad Casement Windows and Marvin Wood and Clad Terrace Doors. Other acceptable windows are Marvin-Bahama Brown, SEMCO Quaker Bronze and Acadia Windows. The standard Sliding Glass Door may be replaced by Anderson French wood Hinged Patio Doors. These units must have the same exterior color as existing sliders and may not have window grids in order to maintain uniformity and aesthetically acceptable, there are certain packages, which have been approved.

Other manufacturers may be considered by submitting a brochure and exterior color sample with your application.

Note: There must be prior written approval by the Architectural/Landscape Committee or Board of Directors before changes can be made. Specifications with dimensioned drawings showing overall window size as well the size of the window glass area and frame size should be submitted.

STANDARDS AND PROCEDURES FOR UPGRADING DOORS/WINDOWS

Specific Package Plans have been established to guide homeowners in the change process (see below). However, all plans to replace doors or windows must be submitted to the Architectural Committee for approval, prior to installation.

Specifications for window & terrace doors

A. Interior screens provided- with bronze aluminum surround. (Vinyl clad approved on 10/4/17 by Board)
B. 3/4" insulating glass as standard
C. Dividing window grills will NOT be allowed.
D. Exteriors- aluminum clad with silicone polyester coating.
E. Exterior color - Must remain same as existing color (Marvin - Bahama Brown).
F. Anderson French wood Hinged Patio Doors

Window and door replacement packages

The following packages should be used when deciding which windows or doors to replace:

Package 1: Replace two lowest level sliding door sets (if you have two sets) with approved doors. Replace the lowest level sliding door set with approved doors.
Package 2: Replace only living room sliding door with approved doors.
Package 3: Replace all sliding door sets (maximum of four, depending on unit model) with approved doors.
Package 4: Replace kitchen window only with approved window.
Package 5: Replace front bedroom windows only with approved windows.
Package 6: Replace all windows on front of house with approved windows.
Package 7: Replace all windows on rear of house with approved windows.
Package 8: For all units (except Oak with first floor library) replace three windows on side of house with approved windows.
Package 9: For garden front units ONLY (with front patio off kitchen) replace existing kitchen sliding door with approved doors.

These packages have been established to maintain uniformity within the community. Alterations to the above referenced packages may be submitted to the Architectural Committee for consideration.

Detailed descriptions of all products and installations must be provided to the Architectural Committee for approval, prior to installation.

Storm Doors

Doors must be Full-View Plain or Total View, the difference being that Full-View has a 15" kick panel at the bottom. See below for approved designs. Metal doors are recommended for uniformity and ease of maintenance. Storm doors may be installed that are a color that blends with main front door. No accent grills or grillwork is permitted. See Exhibit D.

Order: KJXBH6927
Address: 2249 Chapel Valley Ln
Order Date: 10-01-2023
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Front Doors

Door may be a pre-hung insulated metal door with Insulated clear glass sidelight and wooden frame.

VALLEYWOOD-AT-FIVE FARMS H.O.A.
ENFORCEMENT POLICY TO CORRECT OR ABATE VIOLATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS AND REGULATIONS

WHEREAS, the Association is the governing body of the Valleywood-at-Five Farms Community and is administered by an elected Board of Directors.

WHEREAS, Article I, Section (e) of the Declaration provides that the Board of Directors may adopt and amend Rules and Regulations for the Community.

WHEREAS, Article III par. (r) of the Declarations of Covenants, Conditions and Restrictions states that "Each Lot Owner shall keep each Lot owned by him, and all improvements thereon or therein, in good order and repair, including, but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting or staining (or other appropriate external care) of all buildings and other improvements in a manner and with such frequency as is consistent with good property management"

WHEREAS, Article VIII of said Declarations stipulates the rights of the Association to abate violations including the right through its agents and employees to enter such Lot or other premises to take such steps as may be necessary to remove or otherwise terminate or abate such violations and in addition "the Association shall have the authority to issue fines for violations of the Declarations By-Laws, Rules and Regulations or Specifications."

WHEREAS, the Board of Directors believes that it is necessary and desirable to have a standard enforcement policy for violations of the Declaration of Covenants, Conditions, and Restrictions, and of the Association's Regulations.

THEREFORE, Be It Resolved that the Board of Directors has established the following policy to enforce the Declaration of Covenants, Conditions and Restrictions and Regulations and to deter violations and encourage violators to correct the violations, as soon as practical:

1. This enforcement policy will go into effect when there is a violation or infraction of the Covenants, Regulations and Specifications of the Valleywood H.O.A.

2. The Management Company will advise the owner of the violations(s) in writing. However, there may be emergency conditions which warrant more immediate notification via telephone, delivered note or personal visit in addition to the formal written notification.

3. The Management Company's communication will identify the nature of the violation(s), action(s) to correct and the time limit for correcting the violation(s).

4. Time limits of 15 days or more will be granted for correcting violations based on the type of violation. However, in the event of an emergency as determined by the Board, at its sole discretion, based on issues of

health, safety, and welfare; shorter periods may be imposed for infractions requiring more immediate attention.

5. If corrective action is not completed within the stipulated time frame, a 2nd letter will be generated allowing additional time to correct the violation. Please note, the Board in it sole discretion, may elect to skip this 2nd letter based on the necessity to have certain violations corrected immediately, for example grass cutting.

6. Notice to owner will specify that violations continuing beyond the specified time period will result in the Board of Directors taking further action to correct the violation.

7. If the time period allowed for correction is not met, the Board of Directors will serve the alleged violator with written notice of a hearing to be held by the Board. 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 10 days from the giving of notice:
   c. An invitation to attend the hearing and afforded a reasonable opportunity to be heard and produce any statement, evidence and witnesses on his or her behalf; and
   d. The proposed sanction to be imposed after a determined period of time.

8. The type of sanctions which may be imposed are fines or when corrective action is not taken by the owner, the Board may direct that other authorized steps be taken to correct the violation including legal action.

   a. Fines may be assessed after proper notice of the violation, the time limit to correct said violation is given to the owner, an opportunity to be heard in a hearing has been provided and it is obvious the owner has not or will not attempt to correct the violation.

      The amount of fines will be determined by the Board for each incident, consistent with the nature of the infraction and past practices. Fines may be imposed for a minimum of $10 and a maximum of $50.

      Violations continuing after the prescribed period of time for correction has elapsed will be fined $10 per day with a cap of $400.

   b. Self-help - The Board of Directors may direct and cause the violation to be corrected, the cost thereof will be assessed against the owner (s) of the Lot upon which the violation occurred.

9. A decision pursuant to these procedures shall be appealable to the courts of Maryland.

10. If a homeowner fails to comply with this "enforcement policy', the homeowner may be sued for damages caused by the failure or for injunctive relief, or both, by the H.O.A. The prevailing party in any such proceeding will be entitled to an award for counsel fees as determined by court.

Order: KJXBHB327
Address: 2249 Chapel Valley Ln
Order Date: 10-01-2025
Document not for resale
HomeWiseDocs

ARCHITECTURAL/LANDSCAPE REQUEST - GENERAL CONDITIONS

1. All work must be pre-approved by the H.O.A. Architectural/Landscape Committee and performed in strict accordance with the approved plan.
2. Installation and ongoing maintenance of same shall be at your sole expense.
3. If work is being performed by outside contractors, they must be licensed by the State of Maryland.
4. Any cleanup required as a result of the installation shall be the responsibility of you or your contractor and must take place on a daily basis.
5. You shall be responsible for any damage to Association property that may take place because of the Installation.
6. Drainage cannot be adversely affected by this installation. If this occurs repairs will have to made at your expense.

Please mail or email completed request forms to the address below. When work has been completed, please send notification to the address below for final inspection and approval which may necessary per installation.

Valleywood at Five Farms HOA
P.O. Box 882 Pasadena, MD 21123 or fax: 410-761-0150 corrine@completemgt.com

VALLEYWOOD AT FIVE FARMS H.O.A Architectural/Landscape Committee
Alteration Form

Property Owners(s) _____
Property Address _____
Telephone Home _____ Work _____
Change or Alteration requested:

_____

_____

Reason for Change:

_____

_____

Property Owner's Signature

_____

For all alterations or structures, i.e. decks, fences, replacement windows, awnings, doors, roofs, gardens, etc., please attach separate detailed drawing that meets H.O.A. standards. Photographs and detailed specifications must be submitted especially for items outside the standard guidelines.

Description of Change: (include colors):

_____

Materials (include grade or quality): _____

_____

Type of Plantings: _____

_____

Dimensions: _____

Similar Alterations in Community (include address):

_____

Contractor Name: _____

Address: _____
Telephone: _____ MHIC License #: _____
Date to Begin: _____ Date of Completion: _____

Valleywood-At-Five Farms H.O.A. Date Received: _____
Approval/With Conditions:

_____

_____

Denial:

_____

Authorized Signature:

_____

Order: KJXSHB327
Address: 2249 Chapel Valley Ln
Order Date: 10-01-2026
Document not for resale
HomeWiseDocs

Custom Color
Customer: 000000001
Color #: VALLEYWOOD
Notes: VALLEYWOOD
Base: ULTRADEEP

Sher-Color(tm)
Name: D.I.Y.
Name: TOBACCO BRIAR

Permanently Saved: NO
Color Match Avail: NO

Version: 803
Control: 140740
Line: 1
Ord/Sold: 0/0
Dispensed: 0
Remaining: 0

SW - Product
Sales Num: 6403-33548 Size: 16 UPC: 035777552261 Product: A15T00054

EXTERIOR
WOODSCAPES
LATEX
FLAT
ONE GALLON

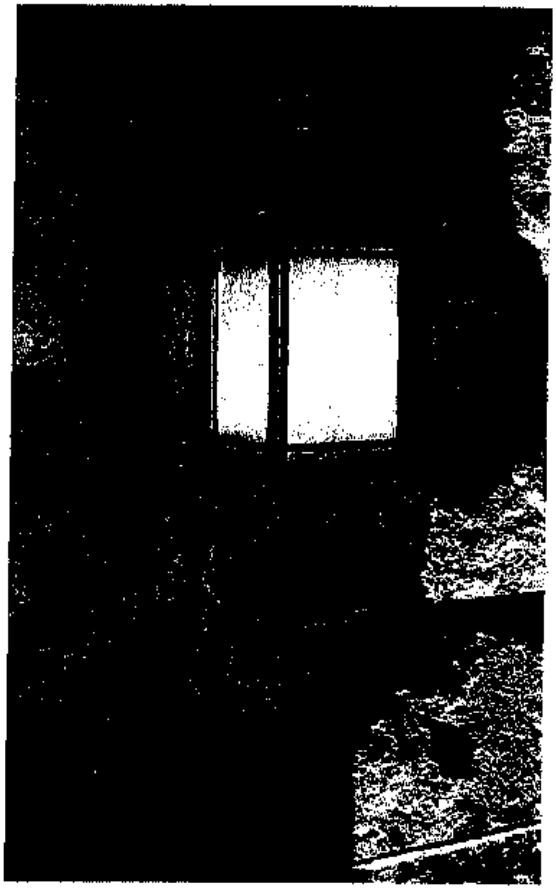
STAINS
ULTRADEEP

Color Cast Formula

Colorant		OZ	32	64	128
W1	White	-	24	-	-
R2	Maroon	-	32	-	-
Y3	Deep Gold	2	16	-	-
B1	Black	8	28	-	-

Manual Formula

Enter COLORANT or LOOKUP








CHAT VIEW IN YOUR ROOM

MOST POPULAR

Hickory Point 16" High Bronze Outdoor Wall Light

41 Reviews | 18 Questions, 31 Answers

SALE

$149.95

~~$199.99~~ | Save $50.00 | Comparable Value $299.99 | Ends 11/16/20

FREE SHIPPING & **FREE RETURNS***
SHIPS TODAY If ordered in the next 2 Hr. 9 Min.

1 ADD TO CART SAVE

Order: KJXBH8327
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PRODUCT DETAILS

Add warmth to an outdoor location with the soft glow from this outdoor lantern light.

- Americana-inspired

Additional Info:

Inspired by traditional Mission Arts and Crafts styles, this outdoor wall light is a beautiful addition to your porch or patio space. This classic design consists of a straight-lined frame, with a tiered top for a lovely architectural look. A walnut bronze finish adds a handsome touch, while textured frosted cream glass panels provide a warm and welcoming glow.

16" high x 9 1/2" wide. Extends 11 1/4" from the wall. Backplate is 9" high x 5" high. Weighs 11.88 lbs.

- Uses one maximum 100 watt standard base bulb (incandescent, LED, or CFL). Bulb not included.

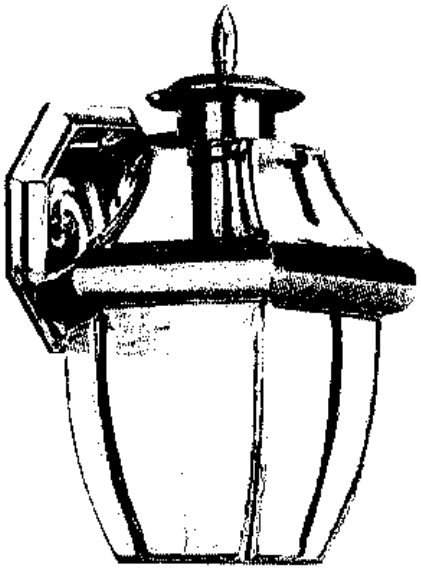
- Rustic farmhouse Outdoor wall light from the Hickory Point collection by Franklin Iron Works™.

Sea Gull Lighting Store

Operated By Showroom Lighting Sales

Generation Lighting - 8038-02 - One Light Outdoor Wall Lantern

SALE



Originally $151.14 - Save 39%

Price: $91.77

Call 800-974-5307 For Availability

This item is currently out of stock. More is expected in on or after 01/06/2021.

800-974-5307

Special Order Item - Contact us for availability:

SeaGullLightingStore.com, PA 800-974-5307

Product Details

Generation Lighting - 8038-02

Finish:	Polished Brass
Collection:	Sea Gull
UPC:	785652803826
Online Product ID:	7354321
Width:	7.75"
Extends:	7.5"
Height:	12"
Weight:	4 lbs.
Glass:	Clear curved beveled glass shade
Shade Finish:	Clear Curved Beveled Glass
Made In:	China
Style:	Traditional
Voltage:	120v
Listing:	UL,cUL
Location:	Wet
Backplate:	DP:5/8" W:4 11/16" H:5 9/16" OB UP:4 1/2" OB DOWN:7 1/2" Octagonal
Bulb Spot Type:	0
Lamping:	1 A19 Medium 100 watt light bulb
Qty Fabric Glass Shades:	1
Room Type:	Outdoor
Shade Diameter:	7.75

Order #: [illegible]
Address: 2249 Chapel Valley Ln
Order Date: 11-01-2020
Document not for resale
HomeWhetters