

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

COLONIAL PARK HOMEOWNERS ASSOCIATION

THIS DECLARATION is made on this 4th day of MARCH, 2002, by Quarterfield Knolls, L.L.C., a Maryland limited liability company, hereinafter referred to as "Declarant".

WITNESSETH:

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

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

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an Association to which should be delegated and assigned the powers and duties of maintaining and administering the community's entrance monuments and appurtenant landscaping, the Common Areas and any improvements thereon, administering and enforcing the within covenants and restrictions, and disbursing the charges and assessments hereinafter created; and

WHEREAS, Declarant has formed (or intends to form) Colonial Park Homeowners Association, Inc., as a non-profit corporation, without capital stock, under the laws of the State of Maryland, for the purposes of carrying out the powers and duties aforesaid.

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

ARTICLE I
DEFINITIONS

Section 1.1. Definitions. The following words, when used in this Declaration, shall have the following meanings:

A. "Association" shall mean and refer to Colonial Park Homeowners Association, Inc., and its successors and assigns.

B. "Builder(s)" shall mean and refer to any party who or which acquires a Lot from the Declarant for the purpose of constructing thereon a dwelling unit to be sold for residential purposes in the ordinary course of such party's business.

C. "Common Area" shall mean and refer to all real property owned or leased by the Association, or otherwise available to the Association, for the exclusive benefit, use and enjoyment of its members and their guests, and include, as may be applicable, all recreational facilities, private streets and roadways, if any, and other features which are to be constructed on the Common Area. Notwithstanding the foregoing, in the event the Association maintains all or any portion of any Lot(s), such property shall not be considered part of the Common Area.

D. "Declarant" shall mean and refer to Quarterfield Knolls, L.L.C., its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development, but only to the extent any of the rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred in writing to such successors and assigns.

E. "Lot" shall mean and refer to all subdivided parcels of land which are part of the Property and shown on any recorded subdivision map of the Property with the exception of the Common Area.

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

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

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

ARTICLE II PROPERTY ENCUMBERED

Section 2.1. Property Subject to Declaration. The real property which is, and shall be, held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in Anne Arundel County, Maryland, and is more particularly described on Exhibit "A" attached hereto and, by this reference, made a part hereof.

ARTICLE III MEMBERSHIP

Section 3.1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot, including contract sellers, shall be a Member of the Association; provided that any such person or entity who or which holds such interest merely as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment by the Association.

Section 3.2. Voting Rights. The Association shall have two classes of voting membership which shall be known as "Class A" and "Class B":

Class A: Class A Members shall be all Owners with the exception of the Declarant (with respect to any Lot for which the Declarant holds a Class B membership) and Builders. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast by a Class A Member with respect to any Lot.

Class B: The Class B Member shall be the Declarant, its nominee or nominees. The Class B Member shall have one (1) Class B membership for each Lot in which the Class B Member holds the interest otherwise required for Class A membership. The Class B Member shall be entitled to three (3) votes for each Class B membership which the Class B Member holds. Each Class B membership shall lapse and become a nullity on the first to happen of the following events:

- (1) when all of the Lots have been acquired by Class A Members; or

(2) seven (7) years from the first date of recordation of the Declaration; provided, however, that if the Declarant is delayed in the improvement and development of the Property, and the construction of dwelling units thereon, on account of a sewer, water or building permit moratorium, or any other cause or event beyond the Declarant's control, the aforesaid seven (7) year period shall be extended by a period of time equal to the length of the delays or two (2) years, whichever is less.

Upon the lapse or surrender of all of the Class B memberships as provided for in this Article, the Declarant shall thereafter become and remain a Class A Member of the Association as to each and every Lot in which the Declarant or the Builder then holds the interest otherwise required for such Class A membership.

The Members of the Association shall have no preemptive rights, as such Members, to acquire any memberships of this Association that may, at any time, be issued by the Association, except as may be specifically provided in this Article.

ARTICLE IV **PROPERTY RIGHTS**

Section 4.1. Member's Right of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to, and shall pass with, the fee title to every Lot, subject to the following:

A. The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Area in a manner designed to promote the enjoyment and welfare of the Members and, in aid thereof, and with the consent of two-thirds (2/3) of each Class of the then Members of the Association, voting separately, to mortgage any of the Common Area; and

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

C. The right of the Association to adopt reasonable rules respecting use of the Common Area to reasonably limit the number of guests of Members to the use of any facilities which are developed upon the Property; and

D. The right of the Association to levy reasonable admission and other fees for the use of any recreational facility situated on the Common Area by the Association Members and their guests; and

E. The right of the Association to suspend the voting rights and the rights to use the Common Area for any period during which any assessment remains unpaid and for any period not to exceed sixty (60) days for any infraction of any of the published rules and regulations of the Association; and

F. The right of the Association to dedicate or transfer all or any part of the Common Area to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the Members; provided, however, that no such dedication, transfer or determination as

to the purposes or as to the conditions thereof shall be effective unless two-thirds (2/3) of each Class of the then Members of the Association consent to such dedication, transfer, purpose and condition; and

G. The right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, cable television franchisee, the Declarant or any other person; provided, however, that no such licenses, rights-of-way or easements shall be unreasonably and permanently inconsistent with the rights of the Members to the use and enjoyment of the Common Area; and

H. The right of Declarant (and its sales agents and representatives) to the non-exclusive use of the Common Area for display and exhibit purposes, which right Declarant hereby reserves for itself; provided, however, that such use shall not be for a period of more than seven (7) years after the conveyance of the Common Area to the Association, or the sale of all residential Lots within the Property, whichever is the earlier; provided, further, that no such use by Declarant or its sales agents or representatives shall otherwise restrict the Members in their use and enjoyment of the Common Area, and

I. The obligation of every Member to exercise due care when entering onto the Common Area during inclement weather, it being presumed that such Member did not exercise due care, and assumed all risk of injury or damage, by entering onto the Common Area before the Association had adequate time to properly maintain it.

J. The restrictions on the use and maintenance of those portions of the Common Area subject to a Declaration of Covenants recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, which Declaration of Covenants is for the purpose of placing certain environmental conservation restrictions on the property subject thereto.

Section 4.2. Member's Ingress and Egress Easement Notwithstanding any statement contained in Section 4.1 hereof, if ingress to or egress from to any Lot is over the Common Area, any conveyance or encumbrance of any such Common Area shall be subject to an easement for ingress and egress benefitting such Lot Owner.

Section 4.3. Delegation of Rights of Use. Any Member of the Association may delegate his rights to the use and enjoyment of the Common Area to the members of his family or others who reside permanently with him, and to his tenants, contract purchasers and guests, all subject to such reasonable rules and regulations which the Association may adopt and uniformly apply and enforce.

ARTICLE V **COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 5.1. General Maintenance Assessment. Except as the assessments of the Declarant and Builders are limited by the provisions of Article VI of this Declaration, each person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who or which becomes a fee owner of a Lot within the Property, by acceptance of a Deed therefor, whether or not it shall be so expressed in any such Deed or other conveyance, shall be deemed to covenant and agree to pay to the Association, in advance, a monthly sum (hereinelsewhere sometimes referred to as a "general assessment") equal to one-twelfth (1/12) of the Member's proportionate share of the annual assessment sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to, the following:

- A. The cost of all operating expenses of the Common Area and the services furnished to or in connection with the Common Area, including charges by the Association for any services furnished by it; and
- B. The cost of necessary management and administration of the Common Area, including fees paid to any Management Agent; and
- C. The amount of all taxes and assessments levied against the Association or upon the Association's Common Area; and
- D. The cost of liability insurance on the Common Area, and the cost of such other insurance as the Association may effect; and
- E. The cost of utilities and other services which may be provided by the Association for the Common Area; and

F. The cost of maintaining, replacing, repairing, mowing and landscaping the Common Area, together with such equipment as the Board of Directors shall determine to be necessary and proper in connection with the Common Area; and

G. The cost of funding those reserves established by the Board of Directors of the Association; and

H. The cost of maintaining, replacing, repairing and landscaping the entrance monuments and the general entrance monument area located on one or more of the Lots; and

I. The cost of maintaining, repairing and replacing the tot lot located within the Common Area.

The Board of Directors shall determine the amount of the general assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, annual assessments may be levied and collected, in installments, on a quarterly, semi-annual or annual basis, rather than on the monthly basis hereinabove provided.

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

Except as may be specifically provided for herein, this Declaration does not contemplate that the Association shall have any responsibility for the maintenance or repair of the dwellings or their appurtenances, and the responsibility and duties of the Association for maintenance and repairs shall be limited to the Common Area, the

community's entrance monuments and appurtenant landscaping. The owner of any Lot shall, at his own expense, maintain his Lot and dwelling, and any and all appurtenances thereto, in good order, condition and repair, and in a clean, sightly and sanitary condition at all times.

Section 5.2. Special Assessments. In addition to the general assessments authorized by this Article, the Association may levy, in any assessment year, a special maintenance assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, extraordinary repair or replacement of a described capital improvement located upon, or forming a part of, the Common Area, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate.

Section 5.3. Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacement of the Common Area, the community's entrance monument and appurtenant landscaping and other Association amenities and facilities by the allocation, and payment to such reserve fund, of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited with any banking institution, the accounts of which are insured by any State or by an agency of the United States of America, or may, in the discretion of the Board of Directors, be invested. The proportional interest of any Member in any such reserves shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned or transferred, or otherwise separated, from the Lot to which it appertains.

ARTICLE VI **PAYMENT OF GENERAL ASSESSMENTS**

Section 6.1. Non-Payment of Assessments. Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied and shall bind such Lot or Lots in the hands of the then Owner(s), his heirs, devisees, personal representatives and assigns. The personal obligation of the Member to pay such assessment shall, in addition, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment levied pursuant to this Declaration, or any installment thereof, may be maintained without foreclosing or waiving the lien herein created to secure the same.

Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid within fifteen (15) days after it is due shall, unless otherwise determined by resolution of the Board of Directors, bear interest at a rate not to exceed the maximum

legal rate permitted from time to time in the State of Maryland, and shall, unless otherwise determined by resolution of the Board of Directors, subject the Member obligated to pay the same to the payment of such penalty or "late charge" equal to the greater of \$15 or one-tenth (1/10) of the total amount of any assessment (provided the charge may not be imposed more than once for the same delinquent payment), and the Association may bring an action at law against the Member personally obligated to pay the same, or foreclose on the lien against the Lot then belonging to said Member in the manner now or hereafter provided for in the Maryland Contract Lien Act, or as may otherwise from time to time be provided by law, in either of which events interest, costs and reasonable attorneys' fees of not less than twenty percent (20%) of the sum claimed shall be added to the amount of each assessment.

In the event any proceeding to foreclose the lien for any assessment due the Association pursuant to this Article is commenced with respect to any Lot in the Property, then the Owner of such Lot, upon resolution of the Board of Directors, may be required to pay a reasonable rental for the dwelling unit located thereon, and the Association shall be entitled to the appointment of a receiver to collect the same.

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

Section 6.2. Assessment Certificates. The Association shall, upon request, at any time furnish to any Member liable for any assessment levied pursuant to this Declaration (or any other party legitimately interested in the same) a certificate, in writing, signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Thirty Dollars (\$30.00) may be levied in advance by the Association for each certificate so delivered.

Section 6.3. Priority of Lien. The lien established by this Declaration shall have preference over any other assessments, liens, judgments or charges, of whatever nature, except the following:

A. General and special assessments for ad valorem real estate taxes on the Lot; and

B. The liens of any deeds of trust, mortgage instruments or encumbrances duly recorded on the Lot prior to the assessment thereon of the lien provided for in this Declaration, or duly recorded on said Lot after receipt of a written

statement from the Board of Directors reflecting that payments on said lien were current as of the date of recordation of said deed of trust, mortgage instrument or encumbrance.

Notwithstanding any other provision of this Declaration to the contrary, the lien of any assessment levied pursuant to this Declaration upon any Lot, as in this Article provided, shall be subordinate to the lien of any deed of trust, mortgage or other encumbrance duly recorded on such Lot and made in good faith and for value received, and shall in no way affect the rights of the holder of any such deed of trust, mortgage or other encumbrance; provided, however, that such subordination shall apply only to assessments, or installments thereof, which have become due and payable prior to a sale or transfer of the Lot pursuant to a foreclosure of such deed of trust, mortgage or other encumbrance, or any deed, assignment or other proceeding or arrangement in lieu of foreclosure. Such sale, foreclosure, deed, assignment or other proceeding or arrangement in lieu of foreclosure shall not, however, relieve the mortgagee in possession, or the purchaser at any foreclosure sale, from liability for any assessments thereafter becoming due, or from the lien of any such subsequent assessments, which lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

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

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

Section 6.4. Commencement of Annual Assessments. Except as may be otherwise resolved by the Board of Directors of the Association, the annual assessments for each Lot shall commence on the date a deed for the Lot is delivered by the Builder to the Member. The annual assessment shall be made for the balance of the year during which a deed for the Lot is delivered to the Member and shall become due and payable and a lien on the date a deed for the Lot is delivered to the Member. Except as hereinelsewhere provided, the annual assessment for any Lot for any year after the first year shall become due and payable and a lien on the first day of each year pursuant to the budget procedure set forth in Section 5.1 hereof.

Section 6.5. Assessment of the Declarant and Builders. The Declarant shall not pay any assessments for Lots owned by the Declarant. In lieu of paying the general maintenance assessments provided herein, each Builder shall pay to the Association, upon conveyance of the Lot to the Owner from the Builder, a sum equal to One Hundred Dollars (\$100.00) per Lot.

Section 6.6. Working Capital Fund. At the time of the first conveyance of each Lot by a Builder to an Owner, each such Owner shall pay to the Association a non-refundable contribution to the Association's Working Capital Fund in an amount equal to two (2) monthly installments of the then applicable annual assessments. This payment shall be in addition to, and shall not be credited toward, the general assessment due from each Owner. The Working Capital Fund shall be used by the Association to assist in defraying its initial and ongoing operating expenses.

Section 6.7. Exempt Property. No portion of the Common Area shall be subject to assessment of any kind by the Association.

ARTICLE VII **ARCHITECTURAL CONTROL - USE RESTRICTIONS**

Section 7.1. Covenants Committee. Except for construction or development by, for or under contract with the Declarant, and except for any improvements to any Lot or to the Common Area accomplished by the Declarant or the Builder, and except for purposes of proper maintenance and repair, no building, fence, mailbox, wall or other improvements or structures (including, but not limited to, any lighting, shades, screens, awnings, patio covers, fences, wall, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways) shall be commenced, directed, placed, moved, altered, installed, erected, attached, applied, pasted, hinged, screwed, built, removed, constructed or maintained upon the Property, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon or upon any Common Area be made, nor shall two (2) or more dwellings be combined or otherwise joined, or partitioned after combination, until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the Covenants Committee (sometimes hereinafter referred to as the "Committee")) shall have been submitted to, and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the Community by, the Board of Directors of the Association or by a Covenants Committee appointed by the Board of Directors.

All of the responsibilities and duties herein delegated to the Covenants Committee shall be carried out by the Board of Directors of the Association, unless and until the Board appoints such a Committee. References hereinafter to the Covenants Committee shall apply with equal force to the Board of Directors acting in the capacity of such a Committee.

Except as set forth in Section 7.17 hereof, the Declarant and Builders are hereby specifically exempt from all provisions of this Article VII.

Section 7.2. Covenants Committee - Operation. The Board of Directors may appoint a Covenants Committee. The Covenants Committee shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors. The affirmative vote of a majority of the members of the Covenants Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article. Said Committee may, from time to time, delegate its ministerial and policing functions to the managing agent.

Section 7.3. Approvals, etc. Upon approval by the Covenants Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications, bearing such approval in writing, shall be returned to the applicant submitting the same. In the event the Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within sixty (60) days after such plans and specifications (and all other materials and information required by the Covenants Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with. Design approval by the Covenants Committee or by the Board shall in no way be construed as to pass judgment on the correctness of the location, structural design, suitability of water flow or drainage, location of utilities, safety or other qualities of the item being reviewed nor shall it in any way relieve the Owner of the Owner's obligation to secure necessary approvals or permits from relevant governmental authorities. The Board of Directors or the Covenants Committee shall have the right to charge a reasonable fee for reviewing such application in an amount not to exceed Fifty Dollars (\$50.00). Any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above, shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at the Owner's cost and expense.

Section 7.4. Limitations. Construction or alterations in accordance with plans and specifications approved by the Covenants Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date on which the same are approved by the Committee (whether by affirmative action or by forbearance from action, as in Section 7.3 hereof), and shall be substantially completed within twelve (12) months following the date of commencement, or within such period as the Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall, again, be required. There shall be no deviation from the plans and specifications approved by the Committee without the prior consent, in writing, of the Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee to disapprove such plans and specifications, or any elements or features

thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 7.5. Certificate of Compliance. Upon the completion of any construction or alterations or other improvements or structure in accordance with plans and specifications approved by the Covenants Committee in accordance with the provisions of this Article, the Covenants Committee shall, at the request of the Owners thereof, issue a certificate of compliance, which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Covenants Committee and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of the Declaration as may be applicable.

Section 7.6. Rules and Regulations, Etc. The Covenants Committee may, from time to time, adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be suitable for approval and may publish and record such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details, fences, colors, set-backs, materials or other matters relative to architectural control and the protection of the environment as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration.

Section 7.7. Appeals. Any Member dissatisfied with a decision of the Covenants Committee may, within fifteen (15) days after the rendering of such decision, make an appeal thereof to the Board of Directors. Not less than fifteen (15), nor more than sixty (60), days after the noting of such appeal, the Board of Directors shall conduct a hearing thereon. Within fifteen (15) days of such hearing, the Board of Directors may affirm, reverse, modify or remand the decision appealed. Two-thirds (2/3) of the Board of Directors shall be required to reverse a decision of the Covenants Committee. The Board of Directors is hereby authorized and empowered to promulgate reasonable rules of procedure for the conduct of such appeals and hearings. In the event that the Board of Directors itself acts in the capacity of the Covenants Committee, no such right of appeal will lie and the decision of the Covenants Committee will be final.

Section 7.8. Prohibited Uses and Nuisances. Except for the activities of the Declarant and the Builders during the construction or development of the community, or except with the prior written approval of the Board of Directors of the Association or the Covenants Committee, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the Common Area:

A. No noxious or offensive trade or activity shall be carried on upon any Lot or within any dwelling, nor shall anything be done therein or thereon which may be or

become an annoyance or nuisance to the neighborhood or other Members. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell or other sound device, or light except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other improvements.

B. The maintenance, keeping, boarding or raising of animals, livestock or poultry of any kind, regardless of number, shall be, and is hereby, prohibited on any Lot or within any dwelling, except that this shall not prohibit the keeping of dogs, cats, or caged birds as domestic pets, provided they are not kept, bred or maintained for commercial purposes and, provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other Members. The Board of Directors or, upon resolution of the Board of Directors, the Covenants Committee shall have the authority, after hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other Members, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from, time to time, be required by law. Pets shall not be permitted upon the Common Area unless accompanied by a responsible person and unless they are carried or leashed. Each Member who walks a pet within the community, including the Common Area, is required to clean up any and all solid waste deposited by their pet. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets as it may, from time to time, consider necessary or appropriate.

C. No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials or trash of any other kind shall be permitted on any Lot.

D. Except as hereinelsewhere provided, no junk vehicle, vehicle larger than a 3/4-ton truck and/or with more than two (2) axles and not to exceed four (4) wheels, house trailer, motor home, camper, vehicle with commercial lettering and signs (not including vehicles of a governmental agency), boat or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the Common Area) shall be kept upon the Property (including streets, driveways, Common Area, Lots and on Lot parking spaces) nor (except in bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of the Covenants Committee, promulgate such additional rules and regulations in this regard as it deems necessary or desirable.

E. Trash and garbage containers shall not be permitted to remain in public view, except on days of trash collection. No incinerator shall be kept or maintained upon any Lot. Garbage, trash and other refuse shall be placed in covered containers.

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

G. Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable or similar transmission line shall be installed or maintained on any Lot above the surface of the ground.

H. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

I. No sound hardwood trees measuring in excess of six (6) inches in diameter two (2) feet above the ground shall be removed from any Lot without written approval of the Board of Directors. The Board of Directors may, from time to time, adopt and promulgate such additional rules and regulations regarding the preservation of trees and other natural resources and wildlife as it may consider appropriate.

J. No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, outdoor clothes dryer, shed or other buildings shall be erected, used or maintained on any Lot at any time, without the prior written consent of the Covenants Committee.

K. Except for entrance signs, directional signs, private security system signage affixed to the exterior of a dwelling and not exceeding eight and one-half inches by eleven inches (8 ½" x 11"), signs for traffic control or safety, and such promotional sign or signs as may be maintained by the Declarant, the Builders or the Association, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot or dwelling, provided, however, that one sign not exceeding two (2) square feet in area and not illuminated may be attached to a dwelling where an office is maintained, and provided, further, that one temporary real estate sign not exceeding six (6) square feet in area, may be erected upon any Lot or attached to any dwelling placed upon the market for sale or rent. Any such temporary sign shall be removed promptly following the sale or rental of such dwelling.

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

M. No tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs sight-lines for vehicle traffic on streets and roadways.

N. No outside television aerial or radio antenna, or other aerial or antennae for either reception or transmission, shall be maintained upon the Property except that such aerials or antennae may be erected and maintained within the dwellings located upon the Property. No satellite dishes shall be permitted unless first approved by the Board of Directors, subject to guidelines established by the Board of Directors, from time to time, restricting such criteria as size, location and screening.

O. No Member shall make any private or exclusive or proprietary use of any of the Common Area except with the specific approval of the Covenants Committee and then only on a temporary basis, and no Member shall engage or direct any employee of the Association on any private business of the Member during the hours such employee is employed by the Association, nor shall any Member direct, supervise or in any manner attempt to assert control over any employee of the Association.

P. No all terrain vehicles ("ATVs"), off-road motorcycles or off-road motor vehicles of any kind shall be allowed on any of the Common Area.

Q. No above ground swimming pools shall be placed, or permitted to remain, upon any Lot.

Section 7.9. Residential Use. All primary dwellings on the Lots shall be used for private residential purposes exclusively, except that a home office may be maintained in a dwelling, provided that (a) such office is registered with the Board of Directors, (b) such maintenance and use is limited to the person actually residing in the dwelling, with no more than one (1) customer or client at a time visiting the home office, (c) such maintenance and use is in strict conformity with the provisions of any applicable zoning law, ordinance or regulation, and (d) no materials for the business are stored outside the dwelling. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant or the Builders from the use of any Lot or dwelling or the Common Area for promotional or display purposes, or as "model homes", a sales office, or the like.

Section 7.10. Family Day Care. The use of any dwelling unit within the Property as a "family day care home", as defined in §11B-111.1 of the Maryland Homeowners Association Act, as amended (the "Act") is hereby expressly prohibited, subject to the

provisions of said §11B-111.1 of the Act regarding express prohibition. This express prohibition may be eliminated by approval of a simple majority of the owners eligible to vote pursuant to the voting procedures set forth in the By-Laws. In the event that the express prohibition is eliminated pursuant as set forth in the preceding sentence, then the Board of Directors and the Covenants Committee may promulgate any such requirements thereon as deemed necessary and any such family day care home shall comply with all applicable State and Anne Arundel County laws and regulations.

Section 7.11. Leasing. Any lease agreement between a Lot Owner and a lessee shall provide that the terms of the lease are subject, in all respects, to the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All such leases shall be in writing and a copy thereof shall be filed with the Association's Board of Directors.

Section 7.12. Fences and Mailboxes. Any fence or mailbox constructed or installed upon the Property shall be substantially similar in design, dimension and material to the fences and mailboxes, if any, installed by the Declarant or the Builders. Chain link and other wire fencing is specifically prohibited. The erection of all fences and mailboxes and the location thereof shall be subject to the provisions of Section 7.1 hereof.

Section 7.13. Community Rules, Etc. There shall be no violation of any rules for the use of the Common Area or community rules and regulations consistent with the provisions of this Declaration which may, from time to time, be adopted by the Board of Directors of the Association and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules.

Section 7.14. Reconstruction After Fire or Other Casualty Loss. In the event any dwelling is partially or completely destroyed by fire or other casualty, and in the absence of a resolution to the contrary by the Board of Directors, the Owner of such dwelling shall promptly restore or reconstruct such dwelling, at his own expense, in accordance with the original plans and specifications, or with such amended plans and specifications as may be approved in writing by the Board of Directors at the request of such Owner.

Section 7.15. Enforcement - Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the covenants or restrictions contained in this Article shall occur or be maintained upon any Lot or the Common Area, or in the event of any other conduct in violation of any of the provisions or requirements of this Article, and without the approval of the Board of Directors or the Covenants Committee required herein, and, upon written notice from the Board of Directors or such Committee, then the same shall be considered to have been undertaken in violation of this Article,

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 fifteen (15) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, or to the Member responsible for such violation if the same shall be committed or attempted on the Common Area or premises other than the Lot owned by such Member, then the Association shall have the right, through its agents and employees (but only after a resolution of the Board of Directors or Covenants Committee) either to take such action as is provided in Section 11.4 hereof and/or to enter upon such Lot or the Common Area and take such steps as may be necessary to remove or otherwise terminate or abate such violation, and the costs thereof and reasonable attorneys' fees incurred thereby may be assessed against the Lot upon which such violation occurred or against the Member or Owner responsible for such violation, and when so assessed, a statement for the amount thereof shall be rendered to the Owner of said Lot or the Owner or Member responsible for such violation, at which time the assessment shall become due and payable and a continuing lien upon the Lot owned by such Owner or such Member, and a binding personal obligation of the Owner or Member in all respects (and subject to the same limitations) as provided in Article VI of this Declaration. The Association shall have the further right, through its agents, employees or Committees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article or any of the other provisions or requirements of this Declaration exist on such Lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 7.16. Enforcement - Fines. In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to levy fines against an Owner or his guests, relatives, lessees or invitees in the manner set forth herein, and such fines shall be collectible as any other assessment such that the Association shall have a lien against the Lot of such Owner as provided in this Declaration, the By-Laws and the Articles of Incorporation, and such fine(s) shall also become the binding personal obligation of such Owner.

A. The Board of Directors, or a duly appointed Covenants Committee, shall be charged with determining where there is probable cause that any of the provisions of this Declaration, the By-Laws, Articles of Incorporation or the rules and regulations of the Association regarding the use of the dwelling units, Lots, Common Area or other Association property are being, or have been, violated. In the event that the Board of Directors or the Covenants Committee determines an instance of such probable cause, it shall cause the Board of Directors to provide written notice to the person alleged to be in violation, and the Owner of the Lot which that person occupies or is visiting if such person is not the Owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request made within five (5) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each

recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed Twenty-five Dollars (\$25.00) for each offense. The notice shall also specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or Owner may respond to the notice within five (5) days of its sending, acknowledging, in writing, that the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate the enforcement activity of the Association with regard to such violation.

B. If a hearing is timely requested, the Board of Directors shall hold the same and shall hear any and all defenses to the charges, including any witnesses that the alleged violator, Owner or the Board of Directors or Covenants Committee may produce. Any party at the hearing may be represented by counsel.

C. Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise is timely made, the Board of Directors shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Board of Directors determines that there is sufficient evidence, it may levy a fine for each violation in the amount provided herein.

D. A fine pursuant to this Section shall be assessed against the Lot which the violator occupied or was visiting at the time of the violation, whether or not the violator is the Owner of that Lot, and shall be collectible in the same manner as any other assessment, including by the Association's lien rights as provided in this Declaration. Nothing herein shall be construed to interfere with any right that an Owner may have to obtain from a violator occupying or visiting his Lot payment of the amount of any fine(s) assessed against that Lot.

E. Nothing herein shall be construed as a prohibition of or limitation on the right of the Association to pursue any other means of enforcement of the provisions of this Declaration, the By-Laws, Articles of Incorporation or Rules and Regulations, including, but not limited to, legal action for damages or injunctive relief.

Section 7.17. New Construction. No construction of the initial improvements on a Lot by a Builder may be commenced until the plans and specifications for such improvements have been approved, in writing, by the Declarant. The Declarant shall have thirty (30) days from receipt of all the material which it may reasonably request from the Builder in which to approve or disapprove such plans and specifications. Failure to respond within this time frame shall mean the plans and specifications are automatically approved. The commencement and completion of the improvements are subject to the requirements of Section 7.4 hereof. The approval of the Declarant shall in no way be substituted for applicable governmental approvals and permits and no construction may commence until all such approvals and permits have been obtained. The Declarant may

disapprove any plans and specifications for any reason and approval of any plans and specifications does not constitute a waiver of the right to disapprove the same plans and specifications subsequently submitted for any purpose. Any decision of the Declarant under this Section shall be final.

ARTICLE VIII MANAGEMENT

Section 8.1. Management Agent. The Board of Directors may, but shall not be required to, employ for the Association a professional management agent or manager, at a rate of compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall, from time to time, authorize in writing. The management agent shall perform such duties and services as the Board of Directors shall authorize in writing, including, without limitation:

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

B. To designate, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the Common Area; and

C. To promulgate (with the approval of the Board of Directors of the Association) and enforce such rules and regulations and such restrictions or requirements, "house rules" or the like as may be deemed proper respecting the use of the Common Area; and

D. To provide such other services (including accounting services) for the Association as may be consistent with law and the provisions of this Declaration.

Section 8.2. Limitation of Liability. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the common expense fund, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Area, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any Member for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Area. No diminution or abatement of assessments, as hereinelsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Area, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

Section 8.3. Self-Management. The Board of Directors of the Association may elect to self manage the Association instead of retaining for the Association a management agent as set forth above.

ARTICLE IX
EASEMENTS

Section 9.1. Reservation of Easement Rights by the Declarant.

A. The Declarant hereby reserves for itself and its successors and assigns, a non-exclusive easement and right-of-way in, through, over and across the Lots and the Common Area for the installation, construction, maintenance, reconstruction and repair of sanitary sewer lines, water lines, cables, storm drains and appurtenances to any of the same, and for all other purposes reasonably related to the completion of construction, the achievement of uniform grading on adjoining Lots or the Common Area, the furnishing of required warranty services and the provisions of utility services, whether public or private, to the community and to other property adjacent to, or in the vicinity of, the community. Any and all instruments of conveyancing to each Member with respect to a Lot or any of the Common Area shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instruments. At the request, in writing, of the Declarant, the Association shall, from time to time, execute, acknowledge and deliver to the Declarant such further assurances of this reservation as may be necessary.

B. The Declarant hereby reserves the absolute right to grant easements and rights-of-way, both temporary and permanent, over the Lots and the Common Area to any and all governmental or quasi-governmental authorities and to any and all public utilities, including, without limitation, Anne Arundel County, Maryland, Baltimore Gas & Electric Company and Verizon.

Section 9.2. Easement for the Installation and Maintenance of Entrance Monuments. There shall be reserved to the Declarant a perpetual easement for the construction of entrance monuments and appurtenant landscaping for the community to be located on a Lot or upon Lots to be designated by the Declarant. There shall be reserved to the Association a perpetual easement for the maintenance, repair, and replacement of any such monument constructed by the Declarant on a Lot or Lots.

Section 9.3. Existing Utilities. The rights and duties with respect to previously installed sanitary sewer and water, cable television, electricity, gas and telephone lines and facilities shall be governed by the following:

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

B. The right granted in sub-paragraph A above, shall be only to the extent necessary to entitle the Owner or Association served by said installation to its full

and reasonable use and enjoyment, and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area so used to its condition prior to such use.

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

• **Section 9.4. Easements for Utilities and Related Purposes.** The Association is authorized and empowered to grant (and shall, from time to time, grant) such other licenses, easements and rights-of-way over the Common Area for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, cables, underground conduits, and such other purposes related to the provision of utility and cable television services to the Community as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the Common Area and for the preservation of the health, safety, convenience and welfare of the Owners of the Lots or the Declarant.

ARTICLE X **MAINTENANCE**

Section 10.1. Duty to Maintain. Each Owner shall keep each Lot owned by him, and all improvements therein or thereon, in good order and repair and free of debris, 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 other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot shall fail to maintain the Lot and the improvements situated thereon, as provided in this Declaration and in the By-Laws, the Board of Directors may appoint someone to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a lien upon such Lot, and such lien may be enforced in the same manner as an annual assessment levied in accordance with Article V hereof. Any such lien shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect such lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure, or any proceeding or act in lieu thereof, shall extinguish any such lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No amendment to this Section shall affect the rights of the holder of any first mortgage on any Lot (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

Section 10.2. Storm Drain System. Each Owner shall be responsible for the day to day repair and maintenance of the section of the storm drainage system located on such Owner's Lot. In the event that an Owner shall fail to repair and maintain such Owner's section of the system, the Board of Directors may take the actions set forth above in Section 10.1.

Section 10.3. Common Area Maintenance. Except as otherwise expressly set forth herein, the Association shall be responsible for the maintenance of all Common Area.

ARTICLE XI **GENERAL PROVISIONS**

Section 11.1. Amendment This Declaration may be amended only with the consent of a majority of the Members of the Association. If Class B membership has not lapsed, any amendment must also be consented to by the Declarant. Such an amendment shall be recorded among the Land Records for the jurisdictions in which this Declaration is recorded. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording.

Section 11.2. Amendments by Class B Members. Notwithstanding the foregoing, this Declaration may be amended by the Class B Member without the vote of the Class A Members, at any time prior to the lapse of Class B membership.

Section 11.3. Duration. Unless amended in accordance with the provisions of Sections 11.1 and 11.2 hereof and the other requirements of this Declaration, and except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date of recordation of this Declaration, after which date the said covenants shall be automatically extended for successive periods of ten (10) years each, unless prior to the end of any such period at least two-thirds (2/3) of the Members affirmatively vote to terminate the Declaration.

Section 11.4. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the community. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating, or attempting to violate, any covenants or restrictions, either to restrain or enjoin such violation, to remove such violation or to cover damages, or all of the foregoing, and against any Lot to enforce the lien created hereby, all at the cost, including court costs and reasonable attorneys' fees, of the Owner in violation; and the failure or forbearance by the Association or the Owner of any Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The provisions hereof may be enforced, without limitation, by the Association, by any Owner or any mortgagee of any Lot which becomes subject to the provisions hereof and by any other person, firm, corporation or other legal entity who or which has any right to the use of any of the Common Area owned by the Association.

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

Section 11.5. Successors of Declarant. Any and all rights, reservations, easements, interests, exemptions, privileges and powers, or any part of them, of the Declarant hereunder may be assigned and transferred (exclusively or non-exclusively) by the Declarant, with or without notice to the Association.

Section 11.6. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Lot, any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and liens set forth in this Declaration.

Section 11.7. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postage pre-paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 11.8. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

Section 11.9. Captions and Gender. The captions contained in this Declaration are for convenience only, are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

Section 11.10. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Area by any public or municipal agency, authority or utility, and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the Common Area.

Section 11.11. Taxes and Assessments. It is the intent of this Declaration that inasmuch as the interests of each Owner to use and enjoy the Common Area is an interest in real property appurtenant to each Lot, the value of the interest of each Owner in such Common Area shall be included in the assessment for each such Lot and, as a result, any assessment directly against such Common Area should be of a nominal nature reflecting

that the full value of the same should be included in the several assessments of the various Lots.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed and sealed on its behalf by its undersigned Manager, such person being thereunto duly authorized and empowered.

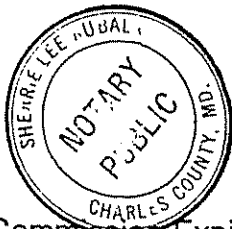
QUARTERFIELD KNOLLS, L.L.C.

BY: Michael J. Sullivan (SEAL)
Michael J. Sullivan, Manager

STATE OF MARYLAND, COUNTY OF CHARLES, to wit:

I HEREBY CERTIFY that on the 4th day of MARCH, 2002, before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared MICHAEL J. SULLIVAN, who acknowledged himself to be the Manager of Quarterfield Knolls, L.L.C., a Maryland limited liability company, 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 purpose therein contained as the duly authorized manager of said company.

WITNESS my hand and notarial seal the year and day first above written.



Sherrie Lee Kubala
NOTARY PUBLIC
SHERRIE LEE KUBALA
Printed Name

My Commission Expires: 08-01-05

ATTORNEY'S CERTIFICATION

THIS IS TO CERTIFY that the undersigned is a Member, in good standing, of the Bar of the Court of Appeals of Maryland, and that the within instrument was prepared by him or under his supervision.

Michael A. Faerber
Michael A. Faerber

Upon Recordation Please Return To:
Michael A. Faerber, Esquire
Samek, McMillan & Metro, P.C.
1901 Research Boulevard, Suite 220
Rockville, Maryland 20850
(301) 251-1180

EXHIBIT A

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
COLONIAL PARK HOMEOWNERS ASSOCIATION, INC.

Lots numbered 1 through and including 66, Open Space Parcel Nos. 1 through 6 and Recreation Areas numbered 1 through 3, all in Section 1; Lots 67 through and including 79, and Open Space Parcel Nos. 1 through 3, all in Section 2; and Lots 80 through and including 108, Open Space Parcel Nos. 1 through 5, Reserve Parcel and Recreation Area, all in Section 3; all of said land in a subdivision known as "Colonial Park" as per plats thereof captioned Plats One through Seven, Administrative Plat, a Resubdivision of Colonial Park, recorded among the Land Records of Anne Arundel County, Maryland at Plat Book 234, Pages 31 through 42, Plat Nos. 1276 through 1277.