

CC&Rs

Foster Branch Homeowners Association No. 1, Inc.

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RESTRICTIONS
FOR
FOSTER BRANCH
Section VI - Joppatowne

1. Land Use and Building Type.

The land in said tract and any lot or lots now or hereafter laid out thereon by the Company shall be for residential purposes only and, after sale and transfer by The Company, no lot shall be further sub-divided. The Company, however, reserves the right, prior to sale and transfer of any lot, to alter, amend and change any lot lines or sub-division plan.

No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two automobiles, for use solely by the occupant. Notwithstanding the foregoing, with the prior written consent of The Company.

- a. During the construction and/or sales period, real estate sales and construction offices, displays, signs and special lighting of a size and nature approved by The Company may be erected, maintained and operated by The Company, or its assigns, on any part of said land and on or in any building or structure now or hereafter erected thereon.
- b. On lots now or hereafter specifically designated for such purposes by The Company, there may be erected, and/or operated, a church or place of public worship, a school accredited by both the State of Maryland and Harford County Boards of Education, a public park or a non-commercial swimming pool, a recreational area, and appurtenances thereto.
- c. No residence, or any part thereof, nor any outbuilding related thereto, shall be used for the conduct of any business, commerce or profession. Save as set forth in Section 8 below, no sign advertisement or message shall be displayed or published which offers or implies commercial or professional services, or which might constitute any other kind of business solicitation in, or from, any residence or residential property.

2. Architectural Control.

No building, fence, wall, pole, wiring, dock, pier, mooring device, bulkhead or other structure of any kind, whether temporary or permanent, shall be erected, placed or altered on a lot, nor shall any work be commenced or performed (other than landscaping) which may result in a change in the exterior appearance of a structure or property; nor shall any exterior color of any dwelling or other structure or any part thereof be changed, until detailed plans and specifications, showing the nature and location of such proposed change or work shall have been approved in writing by The Company.

The Company reserves the right in its discretion to reject any such proposed work based upon esthetic and other considerations, such as quality of workmanship, nature of materials, harmony of external design with existing structures, choice of colors, changes in topography, grade elevations and/or drainage, factors of public health or safety, and the effect of such proposed change or work upon the use, enjoyment or value of other neighboring properties.

Application for such permission shall be in writing, accompanied by a complete set of plans and specifications of the proposed work, showing all exterior details as well as all structural details and giving all dimensions, and also showing the relationship of the proposed work to existing structures and to property lines. Specifications shall include a description of the type, grade and (where appropriate) color, of all materials proposed to be used and shall describe any proposed topographical changes, which may alter the flow of surface drainage.

Written requests for approval, accompanied by the foregoing described specifications, shall be submitted to the Company by registered or certified mail and shall be submitted by the property owner and not by any agent, contractor, or other representative in the owner's behalf.

Metal awnings, metal patio covers, plastic awnings, plastic or metal roofing materials of any kind, plastic or metal carports, metal tool sheds, or pre-manufactured structures of any kind, shall not be permitted on an residential lot or pier.

No work shall be performed other than in strict compliance with these covenants and the Company shall not be estopped to require compliance herewith (including but not limited to the removal of work in any stage of completion), and it shall not be deemed to have waived its rights to enforce those covenants by reason of any passage of time, or failure to take earlier action.

After construction, such structure shall be maintained in strict conformity with the plans and specifications so approved, At any time, the then record owners of leasehold or fee simple interests, as the case may be (excluding mortgagees, ground rent owners and the like) in a majority of the lots (casting one vote for each lot so owned) into which said tract shall have been subdivided, shall have the power, with the express prior written consent of The Company, through a duly recorded written instrument joined in by The Company, to withdraw from The Company, and to vest in an improvement or similar association of such majority all rights, privileges and powers hereby reserved to The Company, but in no event shall these covenants be binding upon or enforceable against The Company with regard to lots on which The Company has not heretofore erected improvements, or which have not been sold by the Company.

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3. Dwelling Size and Lot Area and Width.

The minimum dwelling size, lot area and lot width shall be in conformity with the Harford County zoning regulations and requirements as they apply to the present classification for the lots herein, which said Zoning Ordinance of Harford County as enacted in December, 1957, and as amended (Reprinted Edition, December 30, 1963, with amendments) shall be and hereby is adopted as the restrictive covenants for said dwelling size and lot area and width.

4. Building Location.

- a. No building shall be located on any lot nearer to the front line or nearer to the aide street line than the minimum building setback lines shown on the recorded plat or any amendment to, or re-subdivision thereof. In any event, no building shall be located on any lot nearer than twenty-five (25) feet to the front line or to the side street line, or, as to abutting waterways, nearer than twenty-five (25) feet to the bulkhead line.
- b. On rectangular shaped lots, no building including an integral garage, or breeze-way and garage, or carport, or an enclosed porch shall be located nearer than eight (8) feet (but with combined side yards of not less than eighteen [18] feet) to an interior lot line for one story houses; or nearer than ten (10) feet (but with combined side yards of not less than twenty-two [22] feet) to an interior lot line for two story houses.

On irregular shaped lots the side yard width may be varied where the sidewall of a building is not parallel with the side lot line or is broken or otherwise irregular. In such case the average width of the side yard shall not be less than the otherwise required least width; provided, however, that such side yard shall not be narrower at any point than one-half ($\frac{1}{2}$) the otherwise required least width, or narrower than three (3) feet in any case.

In cases where a detached garage is located not more than four (4) feet (but never less than two [2] feet) from a rear property line, such garage may then also be located as close as but never closer than two (2) feet from an inside property line, provided the front of such structure is a minimum of sixty (60) feet from the front setback line of said property.

In the case of a corner lot, such a structure shall on1y be placed on the property line away from the side street. An encroachment by eaves not exceeding thirty (30) inches, and an encroachment by steps or step landings, not exceeding four (4) feet six (6) inches shall not constitute a violation of this section.

- c. The Company shall have the right to waive inadvertent encroachments into the aforesaid setback and side yard areas which do not exceed twelve (12) inches in the aggregate for each lot.

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5. Easements.

Easements for installation and maintenance of utilities, bulkheads and drainage facilities are reserved as shown on the recorded plat and over the side and rear five (5) feet of each lot. The maintenance easements for bulkheads will extend over the rear twenty-five (25) feet of each lot abutting the bulkhead, riprap or water's edge, as the case may be. Within the above said easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, bulkheads or drainage facilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

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6. Nuisances.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood. Property owners shall, at all times, maintain their property and all appurtenances thereto in good repair and in a state of neat appearance.

Refuse or refuse containers, shall not be stored or placed on any property where they will be visible from any street or waterway. Trash, refuse or waste materials shall not be burned on any residential property. Incinerators manufactured or designed for the burning of trash, garbage or waste materials shall not be placed or operated on any residential property.

No commercial or industrial vehicle(s) such as, but not limited to, moving vans, trucks, tractors, trailers, wreckers, hearses, compressors, concrete mixers, or buses, shall be regularly or habitually parked in front of residential property nor upon residential property, unless it is garaged and not visible from the front of the property or from the adjoining area.

Except for flower gardens, shrubs and trees which shall be neatly maintained, all open lot areas shall be maintained in lawns and all lawn areas shall be kept mowed and shall not be permitted to grow to a height in excess of three (3) inches.

No boat in excess of twenty (20) feet in length shall be temporarily or permanently placed on any lot. Boats of less than twenty (20) feet in length shall be placed only on the portion of the lot abutting the waterway or if the lot does not abut a waterway, then only in the back yard or in an enclosed carport or other enclosed area.

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7. Temporary Structures.

No structure, or object, of a temporary character, such as, but not limited to, a trailer, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, or for storage or as an auxiliary building, either temporarily, or permanently, nor may it remain on any lot for any purpose whatever, without the prior written consent of The Company.

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8. Signs.

Subject only to the exception set forth in Paragraph 1, Section (A), no sign of any kind shall be displayed to the public view on any lot except one non-electrical sign of not more than one square foot in area and attached flat against the building designating that resident's name.

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9. Livestock and Poultry.

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other domesticated household pets, not in excess of two (2) may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Under no circumstances, may a pet be permitted to roam unattended on property other than that of the pet owner.

10. Fences.

No metal fences of any kind (specifically, including aluminum or chain link) shall be permitted. No fence shall be erected, placed or maintained on any lot nearer to any street than the minimum building setback line as shown on the recorded plat, or any amendment to, or re-subdivision thereof.

No fence between any two adjacent houses fronting on the same street shall be closer to the street than the front wall of the house most distant from the street. On corner lots, a minimum setback line of twenty-five (25) feet must also be observed on the side street.

No fence shall exceed forty-two (42) inches in height, nor shall it interfere with underground or surface drainage pipes or ditches. This restriction shall not apply to enclosures of patios or open garden courts and shall not apply to retaining walls required by topography.

Short sections of fencing, for such purposes as patio privacy screens, clothesline screens, work area screens, and the like, which are no longer than twenty-five (25) lineal feet in any one direction, may be higher than forty-two (42) inches provided they are not on or near the property line. The allowable height for such screen-type fences shall be computed from the following formula: "Starting with the height limit of forty-two (42) inches at the property line, privacy screens (as defined above) may increase in height by one (1) foot for each two (2) feet of distance between the location of such a screen and the property line. Under no circumstances however, may they exceed a height of eight (8) feet." All fences and walls shall require the prior written approval of The Company as provided in Paragraph 2.

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11. Clotheslines.

Only single pole, umbrella-type clotheslines shall be used, without the prior written consent of The Company. All clotheslines shall be kept immediately behind the dwelling (never alongside nor in front of it) in such a manner as to prevent such clotheslines from being visible from the front of the property. No clothesline shall be hung in a carport, porch, or other semi-enclosed area which permits such clothesline to be visible from any street.

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12. Lighting.

Exterior lighting on residential lots shall be directed downward and shall not be directed outward from the boundaries of any lot. Except with the prior written consent of The Company all wiring for lighting shall be underground.

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13. Term.

These covenants shall run with the land and shall be binding for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) years unless and until an instrument signed by the then record owners of leasehold equities of redemption or fee simple interests, as the case may be (excluding mortgagees, ground rent owners, and all others) in a majority of the lots subject to such covenants (casting one vote for each lot so owned) into which tract shall have been sub-divided, has been recorded, by which said covenants, in whole or in part, are amended or revoked.

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14. Enforcement.

Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages, or both. In addition, upon a breach of any covenant, restriction or agreement herein contained, The Company shall have the right upon no less than five (5) days' prior written notice sent to the owner or posted on the premises, to enter the property upon which such violation exists and summarily to abate or to remove such violation. Such entrance, abatement, or removal shall be at the sole cost and expense of the owner of the lot, and The Company shall in no event thereby be rendered responsible or liable for any damages or injuries to persons or to property thereby resulting.

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15. Severability.

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

16. Sewer and Water Charges as Liens.

It is expressly understood and agreed that all charges for water and sewerage at rates approved by the Public Service Commission of Maryland, or any successor regulatory body having similar regulatory jurisdiction shall be and constitute liens and encumbrances on the land and any improvement thereon with respect to which such charges shall have been made and that by the acceptances of title to any of the land with respect to which these restrictions are imposed, the owner or owners thereof (not including any mortgagee, mortgagees, or ground rent owner) thereby shall be deemed to have agreed to pay all such charges to the person billing for and furnishing water and sewerage services either before or after such owners or owner shall have acquired title to such land, promptly when bills for the same are rendered. The person billing for and furnishing water and sewerage services shall have the further right to discontinue furnishing water upon non-payment of bills for water or sewerage services, or both, after such period of time and upon such notice as the Public Service Commission of Maryland or such successor regulatory body shall prescribe. Any person paying such charges shall be entitled to receive a receipt evidencing payment of the same.

17. Company's Reservations.

The Company hereby reserves unto itself, its successors and assigns, the bed in fee of all streets, avenues, or public highways, and all utility easements and areas shown on the said plat, and further reserves unto itself, its successors and assigns the right to relocate, change or modify from time to time within the discretion herein reserved, all streets, avenues, public highways and utility easements and areas. Reference to streets, avenues, public highways and utility easements and areas is for the purpose of description only, and does not constitute a dedication. In addition, The Company expressly reserves unto itself, its successors and assigns, the right, at or after the time of grading of any street or any part thereof or installation of any utilities, to enter upon any abutting lot and grade the portion of such lot adjacent to such street, but shall not be under any obligation or duty to do such grading, or to maintain any slope. The Company hereby reserves the right in its absolute discretion at any time to annul, waive, change or modify any or all of the covenants and restrictions as hereinabove set out as to any part of the land then owned by The Company and, as to any part of the land not owned by The Company, with the consent of the then owner as to such part of the land as is not owned by The Company.

18. Assignment by Company.

Any or all of the rights and powers (including discretionary powers and rights, and powers of consent and approval) herein reserved by or conferred upon The Company may be assigned or transferred by The Company at its election and in its sole discretion, to any one or more corporations or associations or committees of individuals agreeing to accept same, and any such assignment or transfer of such right and powers may be made by The Company as to all of said land hereby conveyed or as to any part or parts thereof and may be to different parties for different parts of said land hereby conveyed. Any such assignment or transfer shall be evidenced by an appropriate instrument duly executed by The Company and recorded among the then proper public Land Records; and upon such recordation thereof, the grantee or grantees, transferee or transferees of such rights and powers shall thereafter and thereupon have the right to exercise and perform all the rights and powers so assigned or transferred by such instrument, in lieu of The Company upon and subject, however, to such limitations, conditions, reservations and provisions as may be imposed by or set forth in such instrument of assignment or transfer. Such instrument assigning or transferring such rights and powers as aforesaid may, among other things provide for future or further assignment or transfer of such rights and powers, as aforesaid to others by the grantee or transferee named therein.

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19. Limitation of Applicability.

Nothing herein contained shall be construed or implied to bind or apply to title remaining land of The Company.

20. Supplemental Declaration of Restrictions and Covenants.

In view of the Company's intention to create within the subject land certain open spaces and common areas for the benefit of the residents of said tract, The Company, hereinafter referred to as "developer", desires to provide for the preservation of the values and amenities in said tract, and for the maintenance of said open spaces and common areas, and to this end the Developer desires to subject the said tract of land, together with such additions as may hereafter be made thereto (as provided in Article II of these Supplemental covenants and restrictions) to the additional supplemental restrictions, easements, charges and liens, herein below set forth, each and all of which is and are for the benefit of said property and each owner thereof. For such purpose the Developer has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and has accordingly incorporated under the laws of the State of Maryland, as a non-profit corporation, FOSTER BRANCH HOME OWNERS ASSOCIATION NO. 1, INC., for the purpose of exercising the functions aforesaid.

Now, therefore, the developer additionally declares that the real property above described and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the additional supplemental covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, all of which shall be construed in a legal instrument independently of the covenants and restrictions set forth in the first nineteen (19) numbered paragraphs above.

ARTICLE I

Definitions

Section 1.

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

- a. "Association" shall mean and refer to Foster Branch Home Owners Association No. 1, Inc.
- b. "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Supplemental Declaration under the provisions of Article II, hereof.
- c. "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.
- d. "Lot" Shall mean and refer to any plot of land shown upon any recorded Subdivision map of The Properties with the exception of Common Properties as heretofore defined.
- e. "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as residence by a single family.
- f. "Multifamily Structure" shall mean and refer to any building containing two or more Living Units under one roof except when each such living unit is situated upon its own individual lot.
- g. "Owner" shall mean and refer to the record owner, whether one or more persons or entitles of the fee simple title (or leasehold title when said property is subject to a ground rent), to any Lot or Living Unit situated upon The Properties but, notwithstanding any applicable theory of any mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- h. "Member" shall mean and refer to all those owners who are members of the Association as provided in Article III, Section 1, hereof.

ARTICLE II
Property Subject to This Declaration
Additions Thereto

Section 1

Existing Property.

The real property which is, and shall be transferred, held, sold, conveyed, and occupied subject to this Declaration is located in the Foster Branch Section of Joppatowne, and is more particularly described in the preamble to the covenants and restrictions to which this supplemental Declaration of Restrictions and Covenants is appended, all of which real property shall hereinafter be referred to as "Existing Property."

Additions to Existing Property.

Additional lands may become subject to this supplemental Declaration in the following manner:

- a. Additions in Accordance with a General Plan of Development. The Developer and its successors shall have the right to bring within the scheme of this Supplemental Declaration additional properties in future stages of the development.

The Developer's General Plan of Development shall show the proposed overall general scheme of development, but unless otherwise stated therein such General Plan shall not bind the Developer, its successors and assigns, to make the proposed additions or to adhere to the plan in any subsequent development of the land shown thereon and the General Plan shall contain a specific statement to this effect.

The additions authorized under this and the succeeding subsection, shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Supplemental Declaration to such property.

Such Supplementary Declaration may contain such complimentary additions and modifications of the covenants and restrictions contained in this Supplemental Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Supplemental Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Supplementary Declaration within the Existing Property.

- b. Other Additions. Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation the owner of any property who desires to add it to the scheme of this Supplemental Declaration and to subject it to the jurisdiction of the Association, may file on record a Supplementary Declaration of Covenants and Restrictions as described in subsection (a) hereof.
- c. Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or alternatively, the properties, rights and obligations of another Association may, by operation of law, be added to the properties rights and obligations of the association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Supplemental Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this declaration within the Existing Property except as hereinafter provided.

Membership and Voting Rights in the Association

Section. 1. Membership.

The Developer and every person or entity who is a record owner of a fee or undivided fee or leasehold interest as previously defined in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

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Section 2. Voting Rights.

The number of votes each member may cast on any matter submitted for membership vote shall be as follows:

- a. Each Owner who is one person shall be entitled to one vote for each lot in which the interest required for membership is held;
- b. Where one Owner is more than one person, such persons shall be entitled to one vote for each Lot so owned; and
- c. So long as the Developer is also an Owner, the Developer shall have one hundred twenty-two (122) votes in addition to those authorized by the preceding clauses (a) and (b).

At such time as Developer no longer is an Owner it shall cease to have any rights and obligations hereunder and shall cease to have any right and obligations with respect to the Association.

ARTICLE IV

Property Rights in the Common Properties

Section 1. Members' Easements of Enjoyment.

Subject to the provisions of Section 3, every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every lot.

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Section 2. Title to Common Properties.

The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but notwithstanding any provision herein, the Developer hereby covenants, for itself, its heirs and assigns, that it shall convey the Common Properties to the Association not later than December 31, 1980.

Section 3. Extent of Members' Easements.

The rights and easements of enjoyment created hereby shall be subject to the following:

- a. the right of the Developer and of the Association in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Properties, and, in aid thereof, to mortgage said properties. In the event of a default upon any such mortgage, the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and
- b. the right of the Association to take such steps as are reasonable necessary to protect the above-described properties against foreclosures; and
- c. the right of the Association, as provided in its Articles and By-laws, to suspend the enjoyment rights of any Member for any period not to exceed thirty (30) days for any infraction of its published rules and regulations and.
- d. the right of the Association or Developer prior to conveyance of the common properties to the Association, to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, or the Developer prior to conveyance of the common properties to the Association.

ARTICLE V

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Developer for each lot owned by it within The Properties hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to have covenanted and agreed to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on any land and shall be a continuing lien upon the property against which each such assessment is made.

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Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance, services, and facilities related to the use and enjoyment of the Common Properties, including but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

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Section 3. Basis and Maximum of Annual Assessments.

Until the year beginning January, 1971, the annual assessment shall be Twelve Dollars per lot. From after January, 1971, the annual assessment may be increased by vote of the Members, as hereinafter provided for the next succeeding three years and at the end of each such period of three years for each succeeding period of three years.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

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Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized by Section 3 hereof, the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

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Section 5. Change in Basis and Maximum of Annual Assessments.

Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds of the votes of those who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation, and under Article II, Section 2 hereof.

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Section 6. Quorum for any Action Authorized Under Section 4 and 5.

The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) per cent of all the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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Section 7. Date of Commencement of Annual Assessments: due Dates.

The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of March of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

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

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Section 8. Duties of the Board of Directors.

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

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

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Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner The Lien: Remedies of Association.

If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation, and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of six per cent per annum and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the reasonable costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

11-11-66

Section 10. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

11-11-66

Section 11. Exempt Property.

The following property subject to this Supplementary Declaration shall be exempted from the assessments, charge and lien created herein; (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article I, Section 1 hereof; (c) all properties exempted from taxation by the laws of the State of Maryland, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvement devoted to dwelling use shall be exempt from said assessments, charges or liens.