

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

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Kendall's Choice Townhouse Community in Columbia, Howard County, Maryland.

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("Declaration") is made this 15th day of January, 1990, effective January 15, 1990, by COLUMBIA BUILDERS, INC., ("Declarant"), a Maryland corporation in good standing, having its principal office at Suite 200, Three Lakefront North, Columbia, Maryland 21044.

STATEMENT OF FACTS AND PURPOSES

This Statement of Facts and Purposes, preliminary and background in nature, is not merely prefatory, but rather expressly is made a part of this Declaration. The terms and provisions of this Declaration shall be binding upon both the Association and all its residents from time to time in the Kendall Choice Townhouse Community area, located in the 6th Election District of Howard County, Maryland.

A. Ownership; Development Plan; Property Subject to Declaration

Declarant is the owner in fee simple of certain property located in the 6th Election District of Howard County, Maryland, by virtue of a Deed dated December 16, 1988, and recorded among the Land Records of Howard County, Maryland in Liber 1930, folio 579, and recorded among the Land Records of Howard County, Maryland as Plat No. 8457 and Plat No. 8458. The property is known and designated as Lots C-1 through C-88, as shown on those certain Plats entitled, "Columbia, Village of Long Reach, Section 3, Area 2, Lots C-1 through C-88, as shown on those certain Plats entitled, "Columbia, Village of Longreach, Section 3, Area 2, Lots C-1 thru C-88, a Resubdivision of Parcel "C". Said property is further described by a registered land surveyor's metes and bounds description attached hereto as Exhibit "A" and by this reference made a part hereof.

The Property as shown on the aforesaid plats is the development intended to be known as Kendall's Choice Townhouse Community and contains the perimeter outline of the property laid out

thereon by metes and bounds description and number designation. It contains in all eighty-five (85) residential lots designated as Lots C-1 through C-85, inclusive, and the beds of certain access roads known as Oak Bush Terrace and Each Leaf Court, presently shown on said plats, which roads will be dedicated and offered for conveyance to Howard County, Maryland for the maintenance as public roadways. Each lot shown on the aforesaid plats carries separate locational and dimensional data for distinctive identification.

Lots C-86, C-87 and C-88, as shown on Plats aforesaid are unimproved lots which are set aside by Declarant to be the community owned open space (hereinafter called "Community Owned Open Space") lots for all homeowners and other authorized users and upon parts of which Common Area parking of vehicles for homeowners and other authorized persons is planned and permitted. The surface of all parking areas will be initially graded and paved by the Declarant and thereafter be maintained by the Association.

Certain of the aforesaid community parking areas will also extend into a part of the beds of the Public Roads as shown on Plat No. 8458 as Oak Bush Terrace and Each Leaf Court. After said parking areas have been graded and paved by the Declarant, Howard County, Maryland has an option to acquire fee simple title to the beds of said Roads as shown on the Plat No. 8458. So much of said paved parking area as lies within the beds of said Roads, will be owned in fee simple by the Declarant during initial construction and then offered by fee simple conveyance to Howard County, Maryland. This conveyance may be accepted by said Howard County, Maryland, without any obligation to maintain such area as a public responsibility and with the specific continuing obligation to be assumed and accepted by Association to maintain the same.

B. Development Plan

Declarant deems it to be in the best interest of future homeowners of the individual residential lots in Kendall's Choice to establish a community identity, similar to other townhouse areas existing in Columbia, Howard County, Maryland, with an association to be formed and incorporated as Kendall's Choice Townhouse Association, Inc. ("Association"), a new Maryland corporation. This shall be a Maryland non-profit corporation organized to operate exclusively for civic, social, recreational, community and related public purposes and to take ownership and possession of and provide for the maintenance and preservation of certain open space for common areas described and designated herein and elsewhere as Community Open Space, such property to be utilized impartially and equitably for the good of all future homeowners of said residential lots, and which corporation shall have the obligation and duty to administer and

enforce the provisions of this Declaration to effect these aims.

The property is or will be subject to the legal operation and effect of each of the following specific documents recorded or intended to be recorded among the Land Records of Howard County, Maryland prior to or simultaneously with the recordation of this Declaration:

1. Subject to the terms, provisions contained in Agreement dated April 26, 1967 and recorded among the Land Records of Howard County in Liber 468, folio 239, between The Howard Research and Development Corporation and Baltimore Gas and Electric Company.
2. Subject to the terms and provisions contained in an instrument entitled, "Deed Agreement and Declaration," dated December 13, 1966 and recorded among the Land Records of Howard County, Maryland in Liber 463, folio 158, between The Columbia Park and Recreation Association, Inc. and C. Aileen Ames.
3. Subject to the terms and provisions contained in Long Reach Village Covenants Deed, Agreement and Declaration dated May 15, 1970 and recorded as aforesaid in Liber 532, folio 181 between The Howard Research and Development Corporation, Vera H. Campbell and The Columbia Park and Recreation Association, by virtue of Declaration of Annexation Village of Long Reach (dated December 16, 1988 and recorded in Liber 1944, folio 471) by the Long Reach Community Association, Inc., The Howard Research and Development Land Company and Columbia Builders, Inc.
4. Subject to the terms and provisions contained in Long Reach IV Declaration of Covenants, Conditions and Restrictions dated March 8, 1988 and recorded as aforesaid in Liber 1794, folio 506 by The Howard Research and Development Land Company and The Howard Research and Development Corporation.
5. Subject to the terms and provisions contained in Right of Way dated April 1, 1957 and recorded as aforesaid in Liber 297, folio 264 between Baltimore Gas and Electric Company and Edward J. Turner and Lillian P. Turner.
6. Subject to the terms and provisions contained in Right of Way dated September 28, 1959 and recorded as aforesaid in Liber 343, folio 550 between Baltimore Gas and Electric Company and Edward J. Turner and Lillian P. Turner.
7. Subject to the terms and provisions contained in Deed of Right of Way dated May 2, 1957 and recorded as aforesaid in Liber 297, folio 471 between Edward J. Turner and Lillian P. Turner and Baltimore Gas and Electric Company.
8. Subject to the terms and provisions contained in Deed and

Agreement of Easement dated January 26, 1970 and recorded as aforesaid in Liber 525, folio 605 between The Howard Research and Development Corporation and Howard County, Maryland.

9. Subject to all miscellaneous matters including General Notes, etc. as shown on Plats recorded as aforesaid as Plat No. 8102, Plat No. 8457 and Plat No. 8458.

10. Subject to all miscellaneous matters including a 30 foot building setback line, restriction of access along Snowden River Parkway, a 20 foot wide sewer and utility easement, and other easements, notes, etc. as shown on Plats recorded as aforesaid as Plat No. 8105, Plat No. 8457 and Plat No. 8458.

11. Subject to the terms, provisions, restriction, easements, assessments, etc., contained in this Declaration of Covenants, Conditions, and Restrictions by Columbia Builders, Inc. and to be recorded among the Land Records of Howard County.

12. Subject to that certain Declaration of Party Wall and Easement Rights by Columbia Builders, Inc. dated of even date herewith and intended to be recorded prior hereto among the Land Records of Howard County, Maryland.

NOW, THEREFORE, Declarant hereby declares that Lots C-1 through C-88 of the property described above and shown on the aforesaid Plat No. 8458 shall be subject hereto and shall be held, sold and conveyed, subject to the aforementioned and following assessments, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Kendall's Choice Townhouse Community. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in Kendall's Choice Townhouse Community.

ARTICLE I

DEFINITIONS

Section 1. "ASSOCIATION" means and refers to the KENDALL'S CHOICE TOWNHOUSE ASSOCIATION, INC., a Maryland non-stock corporation, its successors and assigns.

Section 2. "PROPERTY" means and refers to that certain real property described hereinbefore in the Statement of Facts and Purposes, Paragraph A.

Section 3. "COMMON AREA" means and refers to any and all areas of land designated as such or otherwise designated as "Community Open Space" on the recorded resubdivision plats of the property and as set aside and intended for the common use and enjoyment of the owners of lots.

Section 4. "LOT" means and refers to each plot of land shown upon the recorded subdivision plats of the property as a residential lot. The word "lot" when used herein with reference to Common Area is the area so designated on the subdivision plat upon which it appears.

Section 5. "MEMBER" means and refers to every person or entity who holds membership in the Association as provided for in ARTICLE II hereof.

Section 6. "OWNER" means and refers to the record owner, whether one or more persons or entities, of a leasehold or fee simple title to any lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation or the owner of a redeemable reversion in fee or ground rent.

Section 7. "DECLARANT" means and refers to Columbia Builders, Inc. ("CBI"), its successors and assigns, including any such successor or assignee which acquires title to more than one undeveloped lot either by sale, assignment or foreclosure of any security instrument to which any portion of the property is subject.

Section 8. "FEE TITLE" to each residential and Common Area lot shown on the aforesaid Plats when conveyed by Declarant or its assigns shall not extend beyond the specific lot outlines as shown on said plat.

Section 9. The phrase "Kendall's Choice Townhouse Community Covenants" or similar terminology means this instrument.

ARTICLE II

PROPERTY RIGHTS

Section 1. Easement of Enjoyment.

Owner's Easement of Enjoyment. Notwithstanding anything herein to the contrary, each Owner of a Lot described herein shall have a non-exclusive right and easement of enjoyment in common with others for ingress, egress, regress and parking in, over and through the Common Area as herein defined and the beds of roads known as Oak Bush Terrace and Each Leaf Court, as shown on the aforesaid Plats recorded among the Land Records of

Howard County, Maryland, to and from their respective Lot to and from the public road known as Tamar Drive. Such easement shall run with and bind the Property and shall be appurtenant to and shall pass with the title to each and every Lot.

Member's Easement of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Area. Such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to (i) limit from time to time the number of guests which any Member may allow to use the Common Area or any recreational facility which might be established on the Common Area, and (ii) to establish uniform rules and regulations pertaining to the use of the Common Area and facilities thereon.

(b) The right of the Association to levy annual and special assessments for the maintenance of the Common Area and to charge reasonable admission, maintenance and other fees for the use of any recreational facility which might become situated upon the Common Area.

(c) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, and with the assent of two-thirds (2/3) of the votes of each class of Members entitled to vote, computed separately, expressed at a meeting duly called for such purpose at which a quorum is present, to borrow money for the purpose of improving the Common Area and the facilities thereon and in aid thereof, with the further assent evidenced to vote, computed separately, to mortgage said Common Area and the rights of such mortgagee in said Common Area shall be superior to the general rights of the homeowners or Members or Owners hereunder; in the event of a default upon any such mortgage, the Lender's rights shall be limited to a right, after taking possession of such area, to charge admission and other fees as a condition to continued enjoyment by the Members until the mortgage debt is satisfied, whereupon the possession of such area shall be returned to the Association and all rights of the Members shall be fully restored; provided that, under no circumstances shall the rights of the Members of ingress, egress and parking be affected by any such default.

(d) The right of the Association to suspend a Member's voting rights and the right to use the recreational facilities (1) for any period during which any assessment against his Lot remains unpaid and (2) for a period not to exceed sixty (60) days for any violation of its published rules and regulations. Assessments shall continue during any suspension period.

(e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, author-

ity, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been previously executed, acknowledged and recorded, approving such dedication or transfer.

(f) The right of Declarant (and its sales agents and representative) to the non-exclusive use of the Common Area for purposes of display, exhibit, advertisement, and ingress and egress to other areas of the Property being developed, or for purposes of parking and access to any unit used for or as a model home sales unit, which rights Declarant hereby reserves. Such reservation shall be for a period of not more than five (5) years after the conveyance of the first Common Area to the Association, or the sale of all the residential Lots within the Property, whichever is the earlier; provided, further, that no such use by Declarant or its sales agents or representatives shall unreasonably restrict the Members in their use and enjoyment of the Common Area. For the purposes hereof, the "sale of all residential lots" shall mean the conveyance of all such Lots and the dwellings thereon for use as a residential dwelling and shall exclude any sale for the purposes of financing, marketing and/or sales display purposes.

Section 2. Delegation of Use. Any Member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey the Common Area to the Association free and clear of encumbrances, except as to those matters of title referred to in Paragraph B hereinabove, prior to the conveyance by it of any Lot within the property to any prospective Owner, all as defined in ARTICLE I hereof.

ARTICLE III

MEMBERSHIP

Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The foregoing does not include any person or entity having such record interest merely as security for the performance of an obligation by another. Ownership of a Lot is the sole qualification for membership.

Class A. Class A Members shall be all Owners with the exception of the Class B Members.

Class B. Class B Members shall be the Declarant as above defined and any person, firm or corporation to which the Declarant shall transfer two or more undeveloped Lots for the purpose of development.

ARTICLE IV

VOTING RIGHTS

The Association shall have two classes of voting membership.

Class A. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by ARTICLE III. When more than one person holds such interest in any Lot, all such persons shall be Members but the vote for such Lot shall be apportioned into as many fractions of the whole as there are Owners, so that in no event shall more than one full vote be cast with respect to any Lot.

Class B. Class B Members shall be entitled to three (3) votes for each Lot in which they hold the interest required for membership by Article III.

Conversion. Class B membership shall cease and be converted automatically to Class A membership as to each Lot in which such ownership is held on the happening of the earlier to occur of the following events:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) December 31, 1992; or
- (c) the filing of a Declaration among the Land Records of Howard County by the Declarant relinquishing Class B membership.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot owned within the property, hereby covenants, and each Owner of any Lot by hereafter accepting a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, each of such assessments to be established and collected from

time to time as hereinafter provided. However, the assessment for the Declarant for any vacant Lot or any Lot superimposed with an unoccupied or unsold house thereupon shall be twenty-five percent (25%) of the assessment levied against improved lots of Class A Members.

The annual and special assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation for payment of the person who was the Owner of such property at the time when the assessment became due. The personal obligation for payment shall not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively within the Kendall's Choice Townhouse Community to maintain and provide common green areas, street and parking facility improvements as necessary, sidewalks, public safety, the aesthetic appearance of the Kendall's Choice Townhouse Community, snow removal, insurance, taxes and for such other purposes and functions as are permitted and sanctioned for exempt organizations under Section 501 (c) (3) and (4) of the Internal Revenue Code, together with any amendments or supplements thereto, and to enforce the terms and provisions of the Declaration.

Section 3. Basis and Maximum of Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the initial and maximum annual assessment for each Lot shall be Three Hundred Thirty-Six Dollars (\$336.00) annually to be levied and paid (pro rata initially) in advance beginning as to each Lot with the first day of the month following transfer of record ownership of a title to the Common Area from Declarant to Association.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by vote of the Board of Directors up to five percent (5%) annually over the assessment of the preceding year, effective January 1 of each year and without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased, effective January 1 of any succeeding year, by an amount greater than 5 % of the assessment in the preceding year, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of Members entitled to vote, computed separately, at a

meeting duly called for this purpose, and with prior written notice of the purpose thereof sent to all members not less than fifteen (15) days and not more than thirty (30) days in advance of the meeting. The limitations 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.

(c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors shall fix the annual assessment at an amount not in excess of the maximum permissible, except as provided in subsection (b) of the Section 3.

(d) Until positive action to the contrary is taken by the Board of Directors, the maximum and minimum annual assessment for each Lot shall be Three Hundred Thirty-Six Dollars (\$336.00) due and payable January 1 of each calendar year in advance for the ensuing twelve (12) month period, except as otherwise herein qualified.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to 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 within the Common Area, including the necessary fixtures and personal property related thereto, provided that any such special assessment, when levied, shall contain the terms and method of payment therefor and shall have been previously approved by the assent of two-thirds (2/3) of the votes of each class of Members entitled to vote, computed separately, who are voting in person or by proxy at a meeting duly called for this purpose with prior written notice of the purpose thereof sent to all Members not less than fifteen (15) days and not more than thirty (30) days in advance of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots except for the special condition for limited duration applicable to the Declarant as noted in Section 1 of this ARTICLE V.

Section 6. Quorum for any Action Authorized Under Section 3 and 4. At the first meeting called, as provided for in Sections 3 and 4 hereof, the presence at the meeting of Members or proxies entitled to cast fifty percent (50%) of all the votes of each class of membership entitled to vote shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called after proper notice, subject to the notice requirement set forth in Sections 3 and 4 above, and the required quorum at any such subsequent

meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance by Declarant of the Common Area to the Association. The first annual assessment of each Lot shall be pro rated according to the number of months remaining thereafter in the calendar year and shall be a charge and lien due and payable the year of the assessment at the time of transfer of ownership from the Declarant. Thereafter, all annual assessments shall be levied and become due and payable January 1 of each year. The Board of Directors shall fix the amount of the annual assessment against such lots at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner. The due dates and amounts of all special assessments shall be established by the Board of Directors from time to time.

The Association shall, upon demand in writing by the Owner or his proper representative, furnish an Estoppel Certificate in writing within seven (7) days signed by an officer of the Association, setting forth the amount of all assessments on any specified lot and whether or not such have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. Failure to furnish said certificate within seven (7) days after proper demand in writing and prior payment of the charge for same, shall be deemed conclusive proof, solely to the party requesting such certificate and those claiming by, through and under him, that same have been paid and shall entitle such party and those claiming by, through and under him to act thereupon for all purposes whatsoever to the peril of the right of the Association to collect any then unpaid assessments or levies of the year(s) at issue as against said party and those claiming by, through and under him.

Section 8. Effect of nonpayment of Assessments; Remedies of Association. Any assessment which is not paid when due shall be delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency until paid in full at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally, or may foreclose the lien against the Property, in order to obtain payment of any delinquent assessment together with interest, costs, and reasonable attorney's fees for any action added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to First Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any development, construction, purchase money or other bona fide first mortgage. Sale or transfer of any lot shall not affect any of the assessment liens. However, the sale or transfer of any lot which is subject to any first mortgage, pursuant to a decree of foreclosure under such first mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became 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. Any personal liability against a delinquent lot owner hereunder is not thereby affected.

ARTICLE VIPARTY WALLSSection 1. A. General Rules of Law to Apply.

Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this ARTICLE, or the Declaration of Party Wall and Easement Rights described in Section 1 B hereof, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. In the event of any inconsistency between the provisions of this ARTICLE VI and the aforesaid Declaration of Party Wall and Easement Rights, the latter shall control.

B. The Declaration of Party Wall and Easement

Rights. A Declaration of Party Wall and Easement Rights has been or will be recorded among the Land Records of Howard County, Maryland prior to the recordation of this Declaration and as such will create certain easements and rights with respect to those walls which are shared or common to any two residential units.

Section 2. Sharing of Repair, Weatherproofing and

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

Section 3. Destruction by Fire or Other Casualty.

If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and the other owner (s) who have made use of the wall shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owner (s) to call

for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Right to Contribution Runs with Land. The right of any owner to contribution from any other owner under this ARTICLE shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this ARTICLE, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator and the decision shall be by a majority of all the arbitrators.

ARTICLE VII
MAINTENANCE

Section 1. Common Area. The Association shall have the following duties and obligations in regard to the Common Area to be conveyed to it:

(a) To maintain all such areas and any facilities or equipment located thereon, in a neat and orderly condition and in keeping with the landscaping, grading and site plans of Kendall's Choice Townhouse Community as approved by the Association;

(b) To provide all necessary grass mowing, snow removal and other similar needs;

(c) To provide an area for the erection of "postal kiosks" and/or "cluster-boxes" for the deposit of mail and to enter in such agreements as may be necessary with appropriate Federal Agencies for the maintenance by the Association of said "postal kiosks" and/or "cluster-boxes", if constructed;

(d) To maintain all non-public ways, lighting facilities, parking areas and such portions of public streets, ways or roads as are not publicly maintained for any reason but excluding any driveway apron which shall be the responsibility of the property owner served by such driveway apron.

(e) To preserve as Common Area any lot designated or shown on the Subdivision Record Plats as Common Area and not to convey, except as otherwise herein stated, any such lot nor devote it to any other use than as specified thereon and herein;

(f) To grant rights-of-way or easements upon and over any portion of the Common Area for utilities and drainage facilities as well as for ingress and egress from and to public streets and roads or otherwise for the use and benefit of the Lot Owners; and

(g) To obtain and pay for the cost of public liability insurance and directors and officers insurance for the directors

and officers of the Association.

Section 2. Structure and Premise Appearance. In the performance of its duties and obligations, the Association is hereby granted the right and easement, as necessary and acting always in a reasonable manner, to enter and remain upon any lot and any part of the property to fulfill its obligations.

Section 3. Individual Lots. The Owner of each Lot shall be responsible for the care, maintenance and repair of that Lot and all improvements situate thereon. In the event an Owner of any Lot within the Property shall fail to reasonably maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association in the reasonable exercise of their judgement, and after approval by a two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject and may be collected in the same manner as provided in Section 8 of Article V hereof.

ARTICLE VIII

EASEMENTS

Easements for the installation and maintenance of utilities and drainage facilities and for streets, driveways and walkways have been reserved by Declarant as shown on the recorded plats or shall have been established by Declarant, or its successors or assigns, prior to the subjecting of the properties to this Declaration, or may be required by the Association to be granted in the best interests of the Association members; the Association shall have the power and authority, upon a vote of a majority of all Members entitled to vote at a duly called meeting, thereafter to grant and establish upon, over and across the Common Areas, when they shall have been conveyed to the Association, such further easements as are requisite for the convenient use and enjoyment of the property. Within any such easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities or which may change the direction of the flow of drainage channels.

ARTICLE IX

NOTIFICATION

Upon written request, the holder, insurer, or guarantor of the mortgage on any unit in the project is entitled to timely

written notice of:

- any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage;

- any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds a mortgage;

- a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Owner's Association; and

- any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

To obtain this information, the mortgage holder, insurer, or guarantor should send a written request to the Association, stating both its name and address and the unit number or address of the unit it has the mortgage on.

ARTICLE X

RENTAL OF UNITS

Any Owner leasing his/her unit shall ensure that such lease or rental agreement is in writing and is subject to the requirements of the Declaration, the Articles of Incorporation and By-Laws. No unit may be leased or rented for less than 30 days.

ARTICLE XI

GENERAL PROVISIONS

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

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

force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, 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 twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of the (10) years. This Declaration or any part thereof may be amended at any time by an appropriate document recorded among the Land Records of Howard County, Maryland. Such document must be executed, sealed and acknowledged by seventy percent (70%) of the Members, following the assent and approval thereof by vote of seventy (70%) of the Members of all classes entitled to vote, computed separately, at a meeting duly called for such purpose.

Section 4. FHA and VA Approval. Except as to those rights reserved to the Declarant herein, as long as there is any Class B member of the Association, then, in such event, the Association shall not, without the prior written approval of the Secretary of Housing and Urban Development and the Veterans Administration or their respective successors:

- (a) Annex and subject any additional property other than as previously noted in the terms and provisions hereof; or
- (b) Sell, lease, exchange, convey, transfer, encumber dedicate or otherwise dispose of the Common Area; or
- (c) Amend this Declaration.

WITNESS the hand and seal of Declarant by the signature of its President as of the day first above written.

WITNESS: \ \ COLUMBIA BUILDERS, INC.

Sam R. Vandy By B. James Greenfield
PRESIDENT

STATE OF Maryland COUNTY OF Howard, to wit:

I HEREBY CERTIFY that on this 15 day of January, 1988, before me, the subscriber, a Notary Public of the State of MARYLAND, personally appeared B. JAMES GREENFIELD, who acknowledged himself to be the President of COLUMBIA BUILDERS,

INC., a Maryland corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

WITNESS my hand and Notarial Seal.


Notary Public

My Commission Expires:

7/1/90