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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR ARBOR MEADOWS HOMEOWNERS' ASSOCIATION, INC.**

THIS DECLARATION made this 24 day of July, 2005, by Arbor Meadows, LLC, a Maryland limited liability company, hereinafter referred to as the "Declarant",

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of certain real property (hereinafter referred to as the "Properties") more particularly described on Exhibit A attached hereto and made a part hereof; and

**WHEREAS**, Declarant will convey the said Properties subject to the protective covenants, conditions, restrictions, reservations, liens and charges hereinafter set forth;

**NOW, THEREFORE**, Declarant hereby declares that all of the Properties described on Exhibit A, attached hereto and made a part hereof, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having or acquiring any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I**

**Definitions**

Unless the context shall plainly require otherwise, the following words when used in this Declaration and any and all exhibits hereto, shall have the following meanings:

**Section 1.** **"Association"** shall mean and refer to the Arbor Meadows Homeowners' Association, Inc., a Maryland nonstock, nonprofit corporation, its successors and assigns (a) created pursuant to, or in accordance with, the Declaration, (b) formed for the purposes of preserving, maintaining and managing the common areas owned by the Association and of safeguarding conditions necessary for maintaining the physical appearance and image of the Arbor Meadows subdivision, and (c) membership in which is either appurtenant to a Lot within the Arbor Meadows subdivision or vested in Declarant, or its successors in interest, pending development and sales of such lots. Association shall be synonymous with "Corporation".

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**Section 2. "Association Property"** shall mean all real property and improvements thereon now or hereafter owned by the Association for the common use and enjoyment of the members of the Association. Association Property includes open space conveyed to the Association pursuant to the subdivision and land development regulations of the Howard County Code and designated on the recorded plat of the subdivision.

**Section 3. "Common Area"** shall mean and refer to all real property and improvements thereon within the Arbor Meadows subdivision for the common use and enjoyment of the members of the Association and which is (a) shown on a recorded subdivision plat as Open Space and any central trash collection pad for use of all of the Lots (or located on any adjacent Future Parcel, as hereinafter defined), (b) included within the Properties by this Declaration or any amendment or supplement thereto; and (c) specifically designated as Common Area by this Declaration or any amendment or supplement thereto. Common Area shall include Association Property as defined in this Article I, Section 2. Common Area shall not mean any land within any Lot. A Common Area, as defined in (a), (b) and (c) herein, shall cease to be a Common Area if such area is dedicated to Howard County, Maryland.

**Section 4. "Community"** shall mean and refer to the aggregate of a) the Properties, (b) each Future Parcel or portion thereof which, at the time in question, has been added to the Community through a resubdivision and/or an annexation thereof, and (c) all Common Area.

**Section 5. "Declarant"** shall mean and refer to Arbor Meadows, LLC, its designees, successors and assigns and/or such persons, firms and corporations as shall acquire more than one undeveloped Lot from the Declarant for the purpose of development and be designated by Declarant as an Additional Declarant. If the Declarant designates or appoints any person or entity as Additional Declarant, then the Additional Declarant shall have the same rights, as outlined herein, as the Declarant.

**Section 6. "Declaration"** as used herein, means this Declaration of Covenants, Conditions and Restrictions and any declaration amendatory or supplementary thereto.

**Section 7. "Dwelling Unit"** shall mean and refer to any building or portion of a building situated within the Properties originally designated and intended for use and occupancy as residence by a single family.

**Section 8. "Completed Dwelling Unit"** shall mean a Dwelling Unit that has been approved for occupancy by the appropriate governmental authorities regardless of its occupancy.

**Section 9. "First Mortgagee"** shall mean and refer to the holder of the first mortgage or deed or trust on any Lot which is improved by a Dwelling Unit and which has notified the Association in writing of its holding.

**Section 10. "Lot"** shall mean and refer to any plot or parcel of land included

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within the Properties and shown upon any recorded subdivision map or plat of the Properties with the exception of the Common Area.

**Section 11. "Member"** shall mean and refer to every person, group of persons or entity who holds membership in the Association pursuant to Article III hereof.

**Section 12. "Owner"** shall mean and refer to any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who is the record owner of a fee simple title to any Lot which is part of the Properties, including contract sellers; provided, however, that any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation shall not be an owner by reason only of such interest.

**Section 13. "Person"** shall mean any individual, group of persons, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.

**Section 14. "Properties"** shall mean and refer to that certain real property described herein on Exhibit A, and such additions thereto, as may be subject to this Declaration, and any amendments or supplements thereto.

**Section 15. "The Property"** shall mean all that real property described as "Properties" in the Declaration of Covenants, Conditions and Restrictions as amended and supplemented from time to time.

**Section 16. "Easement"** shall mean a right or privilege which the owner of one parcel of land may have in the lands of another, limited by the language of the granting document and the laws of Maryland.

## ARTICLE II

### Property Rights

**Section 1. Owners' Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment, access, ingress and egress, in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purposes of improving the Common Area within the same and in aid thereof to mortgage said Property, and the rights of homeowners hereunder shall be subordinate to the rights of the mortgagee in said Properties provided, however, that no mortgage of Common Area shall be valid or effective unless at least sixty percent (60%) of the First Mortgagees (based upon one vote per mortgage) shall have given

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- their prior written approval, and unless an instrument signed by Members entitled to cast three-fifths (3/5) of the votes of the Class A Membership and two-thirds (2/3) of the Class B membership, if any, has been recorded, consenting to said mortgage;
- (b) the right of the Association to take such steps as are reasonably necessary to protect the above-described Properties against mortgage default and/or foreclosures;
  - (c) the right of the Association to dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members of the Board of Directors, and subject to Article X, Section 12 of this Declaration. Except as hereinafter provided, no such dedication or transfer shall be effective unless at least sixty percent (60%) of the First Mortgagees (based upon one vote per mortgage) shall have given their prior written approval and unless an instrument signed by Members entitled to cast three-fifths (3/5) of the votes of the Class A Membership and two-thirds (2/3) of the Class B Membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance. Without the approval of First Mortgagees and without the assent or signature of the membership being required, the Board of Directors shall have the right (i) to grant such easements, rights of way, and licenses and to dedicate such streets and roads in and through the Common Area, as it shall from time to time deem necessary or desirable; and (ii) to grant easements for public utilities or for other public purposes consistent with the intended use of Common Area;
  - (d) the right of the Association to limit the number of guests of Members using the Common Area;
  - (e) the right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area;
  - (f) the right of the Declarant and/or its respective designees to (i) the non-exclusive use of the Common Area in conjunction with the sale or rental of Dwelling Units within the Properties and (ii) the use of any Dwelling Unit on any of the Lots as a sales office or model; and
  - (g) such other rights reserved or created by this Declaration.

**Section 2. Delegation of Use.** Any Owner 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, and such other persons as may be permitted by the Association.

**Section 3. Title to the Common Area.** The Declarant hereby covenants for itself, its

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heirs and assigns that it will convey fee simple title to the Common Area designated in Article I, Section 3 hereof to the Association, subject to: (a) easements, covenants, conditions and restrictions then of record, (b) the terms of this Declaration, (c) public zoning ordinances and (d) utility easements granted for sewer, water, storm water management, sediment control, gas, electricity, telephone, cable television, and any other necessary utilities. The Common Area shall be conveyed to the Association prior to the conveyance of the first lot containing a Completed Dwelling Unit.

### ARTICLE III

#### Membership

**Section 1. Membership.** Every person or entity, including Declarant, who is a record Owner of a fee or undivided fee interest in any Lot which is subject to this Declaration of Covenants, Conditions and Restrictions, and any amendments hereto, including contract sellers, shall be a Member of the Association and each Purchaser of any Lot by acceptance of a deed therefor covenants and agrees to be a Member of the Association whether or not it shall be so expressed in any deed or other conveyance. The foregoing is not intended to include persons or entities who hold an interest merely as a security for the performance of an obligation. For each Lot owned, the Owner thereof shall be entitled to one (1) membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

### ARTICLE IV

#### Voting Rights

**Section 1. Voting Rights.** The Association shall have two classes of voting membership which shall be known as "Class A" and "Class B":

- (a) Class A Members shall be all Owners with the exception of the Declarant and 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 with respect to any Lot.
- (b) The Class B Member or Members shall be the Declarant, its nominee or nominees, as defined in Article I, Section 5. Each Class B Member shall be entitled to three (3) votes for each Lot owned. Each Class B Membership shall lapse and become a nullity on the first to happen of the following events:
  - (i) thirty (30) days following the date on which the total number of votes

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entitled to be cast pursuant to this Article IV by Class A Members first equals the total number of votes entitled to be cast pursuant to this Article IV by Class B Members; or

- (ii) on January 1, 2015; or
- (iii) upon the surrender of said Class B Memberships by the then holders thereof for cancellation on the books of the Association.

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

**Section 2. Preemptive Rights.** 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 V

### Covenants for Maintenance Assessments

**Section 1. Creation of the Lien and Personal Obligation for Assessments.** The Declarant, for each Lot owned by it within the Properties, hereby covenants, and each Owner of any Lot by acceptance of 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 to the Association

- (a) the hereinafter provided applicable annual assessment or charge, including any additional assessment of cost pursuant to Article IX, Section 3 of this Declaration;
- (b) any special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided;
- (c) any interest or late charges on said assessments as provided hereinafter; and
- (d) any attorneys' fees and costs of collection.

The annual and special assessments, interest or late charges, attorneys' fees and costs of collection shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made, each such charge is imposed or each such fee or cost is incurred provided that a "Statement of Lien" is recorded against the Lot in accordance with the provisions of the Maryland Contract Lien Act. Each such assessment, charge, fee or cost shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due, the charge

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was imposed or the fee or cost was incurred. Said personal obligation shall not pass to his successors in title unless expressly assumed by them.

**Section 2. Purpose of Assessment.** The assessments levied by the Association shall be used exclusively for the purposes set forth in the By-Laws hereto and for the following purposes: the promotion of the recreation, health, and safety of the residents in the Properties and the improvement and perpetual maintenance of the Common Area and, in accordance with Article IX, Section 2 hereof, the Lots and Dwelling Units; the payment of all costs relating to the perpetual maintenance and operation of the Association, including reserves for replacements or contingencies; the operation, improvement, perpetual maintenance, replacement and repair of any Common Area and facilities situated within the said Common Area and including the cost of labor, equipment, materials, management, supervision and all other costs directly or indirectly incident to the extent that said roadways, areas and facilities are not otherwise maintained from time to time by the County or any other governmental agency or are required to be maintained by individual lot owners pursuant to a recorded instrument; the promotion, improvement and maintenance of the Properties; the payment of taxes or assessments levied from time to time by any lawful authority against the said Common Area; the payment of all comprehensive general liability and hazard insurance from time to time carried on the Common Area, the facilities located thereon or the liabilities of the Association, its Directors, and its authorized agents. The foregoing shall not be deemed to be a representation by Declarant that any of the foregoing described improvements will be established within the Common Area by the Declarant.

**Section 3. Annual Assessment.**

- (a) Until January 1 of the year immediately following that year in which the first conveyance of the Common Area to the Association shall occur, the Annual Assessment shall be One Hundred Eighty and 00/100 Dollars (\$180.00) per Lot improved by a Completed Dwelling Unit.
- (b) After consideration of (i) current maintenance requirements and costs (ii) requirements for a reasonable reserve fund for replacement of any improvements on and to the Common Area and (iii) future needs of the Association, the Board of Directors shall fix the annual assessment at an amount sufficient to cover the aforesaid expenses. The annual maximum assessment may not be increased without the assent of at least three-fifths (3/5) of each class of members at a meeting called for that purpose with at least sixty (60) percent of the lot owners or their proxies present after adequate notice. If sixty (60) percent do not attend, a second meeting may be called with the same notice and quorum may be reduced to thirty (30) percent. The Board of Directors may be permitted to increase the maximum annual assessment without a vote of the members, but such adjustment should not exceed twenty (20) percent of the previous year's maximum assessment
- (c) A reasonable reserve fund for the replacement of any improvements on and to the

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Common Area shall be established and funded by the annual assessment.

- (d) Annual assessments shall be payable monthly, semi-annually, or annually in advance, as determined from time to time by the Board of Directors of the Association.

**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 capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of three-fifths (3/5) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4.** Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 hereof shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be thirty (30%) of the votes of each class of membership at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 6. Uniform Rate of Assessment.** Except as provided in Section 10 hereof, annual assessments must be fixed at a uniform rate for all Lots; provided, however, that the annual assessment for a Lot subject to assessment of costs pursuant to Article IX, Section 3 hereof shall also include such assessment of costs therein provided for. Special assessments must be fixed at a uniform rate for all Lots. There shall, however, be no rate adjustment due to Lot size.

**Section 7. Date of Commencement of Annual and Special Assessments; Due Dates.** The annual assessments provided for herein shall commence as to each Lot within the Properties on the date on which legal title to a lot is conveyed to a person other than the Declarant. The Declarant and any affiliated entity designed by the Declarant shall be exempt from the payment of the annual assessment.

The first annual assessment shall be adjusted according to the number of months remaining in the assessment year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. The due date of any special assessment authorized under Section 4 shall be fixed in the resolution authorizing such assessment. Written notice of the annual and special assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand at any time, furnish to any Owner, to any mortgagee or to any contract purchaser a



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certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for issuance of these certificates except as to a First Mortgagee. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 8. Effect of Non-Payment of Assessment/Remedies of the Association.**

Any assessment, including any assessment of cost pursuant to Article IX, Section 3 hereof, which is not paid when due shall be delinquent. If such assessment is not paid within thirty (30) days after the due date, the Association may impose a reasonable late charge not to exceed six percent (6%) per annum and the assessment shall bear interest from the date of delinquency at the highest legal rate of interest then allowable by law. The entire balance of the unpaid Annual Assessments for the remainder of the fiscal year shall also become due, payable, and collectible, upon delinquency of any portion of the Annual Assessment, in the same manner as the delinquent portion of such Annual Assessment. The Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the Owner's Lot. The delinquent Owner shall be obligated to pay the unpaid Annual Assessment, the interest calculated as set forth above, applicable late charges, the costs of collection and reasonable attorney's fees. No Owner may waive or otherwise escape liability for said obligation provided for herein by non-use or abandonment of any Lot.

**Section 9. Subordination of the Lien to the Mortgagee.** The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any first mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall only extinguish the lien for all such assessments as to payments thereof 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. The term mortgage or mortgages shall include Deed of Trust or Deeds of Trust.

**Section 10. Deficiency Contribution.** Notwithstanding anything else to the contrary set forth in this Declaration, the Declarant, its successors and assigns, shall have no obligation to pay any assessment of any kind for Lots which it owns. In any calendar year during which the Declarant shall remain a Class B member, the Declarant shall pay to or for the benefit of the Association any current deficit which shall exist between the actual maintenance costs incurred by the Association for said year and the annual maintenance assessments charged by the Association, pursuant to this Article V.

**Section 11. Exempt Property.** The following Property subject to this Declaration shall be exempt from the assessments created therein: (a) all Properties dedicated to and accepted by a local public authority; and (b) the Common Area. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

**Section 12. Working Capital Fund.** At the time of the first conveyance by Declarant of each Lot within the Properties which is improved by a Completed Dwelling Unit, a

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non-refundable working capital payment in the amount of One Hundred and 00/100 Dollars (\$100.00) shall be payable by the grantee (new Owner) of said Lot to the Association. This payment shall be in addition to and shall not be credited to the Annual Assessment due by said Grantee (new Owner).

## ARTICLE VI

### Architectural and Environmental Control

**Section 1. Architectural and Environmental Control.** Each Owner of a Lot (other than the Declarant during the course of construction on the Property) by virtue of his acceptance of a warranty deed, acknowledges the necessity of maintaining the physical appearance and image of the Arbor Meadows subdivision as a quality residential community and, additionally, that the success of the Declarant in selling the remaining portions of the project is closely related to the physical appearance and image of the completed portions of the project. Except for the initial construction, rehabilitation and renovation of the Lots situate within the Arbor Meadows subdivision by the Declarant and any improvements to any unit or to the Recreation areas accomplished concurrently with said construction, and except for purposes of proper maintenance and repair or as otherwise in this Declaration or the By-Laws provided, it shall be prohibited

- (a) to install, maintain, commence, erect, attach, apply, paste, hinge, screw, nail, build, alter, plant, remove or construct any building, shed, lighting, shades, screens, awnings, patio covers, decorations, fences, signs, hedges, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls, pools, hot tubs or similar equipment, or
- (b) to make any change or otherwise alter (including, but not limited to, any alteration in color) in any manner whatsoever the exterior of any lot or upon any of the Common Area within the project, or
- (c) to combine or otherwise join two or more lots, or to partition the same after combination, or
- (d) to remove or alter any window or exterior doors of any lot, or
- (e) to make any change or alteration within any lot which will alter the structural integrity of a building or otherwise affect the property, interest or welfare of any other lot owner, materially increase the cost of operating or insuring the property or impair any casement,

until an application for approval, consisting of the complete plans and specifications, showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form

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of change (including, without limitation, any other information specified by the Board of Directors or its designated Architectural and Environmental Control Committee), shall have been submitted to and approved in writing as to safety, harmony of design, color and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an Architectural and Environmental Control Committee designated by it.

The Board of Directors or its Architectural and Environmental Control Committee shall be permitted to make a reasonable charge for the review of any such application for approval.

Approval by the Board of Directors or the Architectural and Environmental Control Committee shall in no way be construed as to pass judgment on the correctness according to any governmental agency or authority of the location, structural design, suitability of water flow or drainage, location of utilities, or other qualities of the structure or improvement being reviewed. The construction undertaken by or at the direction of the Declarant shall not be subject to the terms of this provision.

## ARTICLE VII

### Restrictions

**Section 1. Uses Prohibited Absolutely.** Any other instrument of record or otherwise having priority over the operation and effect of this Declaration, or any zoning ordinance or other applicable law, to the contrary notwithstanding,

Subject to the operation and effect of the provisions of Article VII, Section 3,

- (a) no Lot shall be devoted to a principal use other than a residential use;
- (b) no Lot may contain more than one residential structure at any time (which structure must be a residential structure, may constitute not more than one Dwelling, and may be used as a residence at any one time by not more than one family);
- (c) no Lot or Dwelling may be used for transient or hotel purposes; and
- (d) no trailer, basement, tent, shack, garage, barn, other outbuilding or other structure of a temporary character located on any Lot shall be used as a temporary or permanent residence.

Nothing in the provisions of this Declaration shall be deemed in any way to prohibit

- (a) the use by the Declarant and their respective agents, employees, officers, contractors and invitees, of the improvements on each Lot of which the Declarant is then the owner as offices or as speculative or sample dwellings in connection with its development, construction, replacement, repair, maintenance, marketing, sale or leasing of any Lot; or

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(b) (provided that in each instance of such use the Board of Directors has approved the same) for the maintenance and operation of a library, playground, park, swimming pool, tennis, squash, racquetball or similar facility, open space and any related structure, if owned and operated by the Association or any nonprofit entity or governmental body.

**Section 2. Uses Prohibited Without Approval by the Board of Directors.** Subject to the foregoing provisions of this Section, and unless the Board of Directors has approved the same in the manner set forth in the provisions of Article VI,

(a) unless current and valid license plates are affixed thereto, no vehicle shall be temporarily or permanently parked or stored in the open on any Lot, or on any street or parking area within, or other portion of, the Commons.

(b) no burning of trash or leaves and no lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot; provided, that

(1) building materials being utilized in the construction, reconstruction or repair of any structure may be stored thereon while such activities are being carried on, and

(2) if trash or other refuse from such Lot is disposed of by being collected and carried away on a regular and recurring basis, containers containing the same may be placed in the open on any day on which a collection is to be made, at a place on or adjacent to such Lot which affords access thereto to the person making such collection (but further provided, that such containers shall be stored at all other times so that they are not visible from elsewhere within the Community).

(c) no chain link fence shall be erected or maintained on any Lot, other than around a swimming pool or tennis court located thereon.

(d) no fence or wall shall (i) exceed seventy-two inches in height unless it fully or partially enclosed any above-ground or in-ground swimming pool, tennis court, patio or open garden court, or is a retaining wall required by the topography of such Lot or any adjacent portion of the Community, or (ii) interfere with any underground or surface drainage structure, pipe or ditch, or (iii) be located in the front yard of a Lot.

(e) no livestock, poultry, or other animal, bird or insect of any kind shall be raised, bred or kept on any Lot, either temporarily or permanently (except that three (3) or fewer dogs, cats or other household pets may be kept on a Lot if not kept, bred or maintained thereon for any commercial purpose and provided that no "Pit Bull" dogs may be kept on any Lot).

(f) no structure shall be erected, placed, altered or permitted to remain on any Lot nearer to any street than the minimum building setback line for the Lot as shown on the Plat therefor. Except for greenhouses, all structures and additions erected on any Lot shall be of a similar design, character, materials, and color as the existing Dwelling on the Lot.

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(g) the front yard of each Lot shall be kept only as a lawn, including trees, flowers and shrubs, and no fences, or any other structures shall be erected on the front yard of any Lot. No trees or shrubs shall be located on any Lot which block the view of operators of motor vehicles so as to create a traffic hazard.

(h) no exterior clothes dryer lines or clothes drying apparatus shall be erected, installed or maintained on the exterior of any Lot.

(i) 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 draining channels.

(j) no advertising or display signs of any character shall be placed or maintained on any part of the Property or upon any Dwelling, except customary security warning signs not larger than eight (8) inches by eight (8) inches may be attached to the Dwelling. Customary "For Rent" or "For Sale" signs shall be permitted. This provision shall not be applicable to any advertising or display signs erected by the Declarant.

### Section 3. Permitted Additions.

The following additions may be installed by any homeowner without approval of the Declarant or the Architectural Committee.

(a) Decks constructed of wood, which shall be left to weather naturally, provided such decks are built within the rear and side minimum building restrictions lines, as shown on the record plat.

(b) Landscaping features, limited, however, to shrubs, flowers and trees.

## ARTICLE VIII

### Easements

Section 1. Utility Easements. There is hereby created a blanket easement upon, across, over and under all of the Property for ingress, egress, installation, replacement, repair and maintenance of all utilities, including but not limited to, water, sewer, drainage, gas, cable television, telephones and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible to erect and maintain the necessary poles and other equipment on the Property and to affix and maintain electrical or telephone wires and conduits, sewer and water and drainage lines, on, above or below any residence or land owned by any Owner. The easement area within 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 a private or public utility company is responsible. The easement area within the Common Area and all improvements in the

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Common Area shall be maintained continuously by the Association, except for those improvements for which a public authority or a private or public utility company is responsible.

**Section 2. Ownership of Utility Lines.** The Declarant hereby reserves for itself, its successors and assigns and designees the right and title to all storm sewers, sanitary sewers, and water lines when situated in, or over, under, along or across the Common Area which right includes the right (but not the obligation) of maintenance, replacement, repair or removal thereof and reasonable access thereto. Declarant further reserves the right, at Declarant's sole option, to transfer title (or to relinquish its rights therein) to said storm sewers, sanitary sewers and water lines and Declarant's rights of maintenance, replacement, repair and removal thereof to any designee deemed beneficial or appropriate by Declarant (including the Association, Howard County, any public utility, or any governmental or quasi governmental authority), which transfer and assignment shall be effectuated by any appropriate writing executed by Declarant. Declarant may in addition, relinquish its rights herein.

**Section 3. Reservation of Easements for Declarant's Benefit.** Anything contained in this Declaration to the contrary notwithstanding, the Declarant hereby reserves for itself, its agents, employees, contractors, sub-contractors, workmen, materialmen and invitees an easement under, over and across the Common Area for the purposes of complying with Howard County requirements as to storm water management or any other requirements imposed by said County.

## ARTICLE IX

### Lot Maintenance and Violations

**Section 1. Owner's Maintenance Obligations.** Each Owner shall keep his Lot and the exterior of his Dwelling Unit in a clean, sightly and healthful condition, including roofs, gutters, downspouts, exterior building surfaces, walks, driveways, trees, shrubs, grass, glass surfaces, patio areas, decks, doors, fenced-in yards and any other improvements installed by the Declarant or installed by an Owner, except the maintenance, repair and replacement of the Common Areas shall be the responsibility of the Association. In the event an Owner fails or refuses to do so, the Association, or its duly authorized agents, officers and employees, at its sole option and upon reasonable notice, may elect to enter the Lot and perform such obligations at the Owner's expense.

**Section 2. Right of Association to Remove or Correct Violations.** The Association or its duly authorized agents, officers and employees may, in the interest of the general welfare of all the Owners of the Properties and after reasonable notice to the Owner, and without liability to the said Owner or occupant for trespass or otherwise, enter upon any lot or the exterior of any Dwelling Unit at reasonable hours on any day for the purpose of removing or correcting any violations or breach or any attempted violation of any of the covenants and restrictions contained in this Declaration, or for the purpose of abating anything herein defined as a prohibited use or nuisance, provided, however, that no such action shall be taken without a resolution of the Board of Directors of the Association or of the Committee. Any costs incurred by the Association or the

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Committee directly attributable to taking necessary corrective actions shall be the sole personal responsibility of the Owner and shall also become a lien against the Property until satisfied.

**Section 3. Assessment of Cost.** The cost of any maintenance to any Lot and the cost to correct any violations as hereinabove set forth shall be assessed against the Lot upon which such maintenance is performed or such violation is corrected and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subject under Article V hereof and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V hereof.

## ARTICLE X

### General Provisions

**Section 1. Enforcement.** The Association, or any Owner, or any First Mortgagee 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 or the By-Laws hereto. Failure by the Association or 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. 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, postpaid, 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 3. 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 4. Amendment.** The covenants, conditions and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, 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 ten (10) years. Except as hereinafter provided, this Declaration as from time to time amended and the covenants, conditions and restrictions of this Declaration may be fully altered and/or amended at any time and from time to time during the first twenty (20) years from the date this Declaration is recorded by an instrument signed by eighty percent (80%) of the total votes of the membership, and, thereafter, by sixty percent (60%) of the total votes of the membership and the written consent of fifty-one percent (51%) of First Mortgagees holding mortgages on the Lots; provided, however, that so long as Declarant is a Lot Owner, Declarant must join in such instrument for it to be effective. Any such amendment that has the effect of (i) terminating this Declaration or

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(ii) terminating the legal status of the Association shall require the written consent of First Mortgagees holding at least sixty percent (60%) of the outstanding mortgages on the Lots. In the event that any portion of the herein described Properties or any portion of property hereafter annexed shall be financed by or shall be sought by Declarant or any successors to be financed by loans insured by the Veterans Administration or guaranteed by the Federal Housing Administration or in the event that any loans secured by First Mortgagee on any "Lots" and/or "Dwelling Units" are purchased by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or by a similar type organization, the Board of Directors of the Association may without the assent of the membership being required amend this Declaration and do such other acts as are necessary to comply with the requirements of the Veterans Administration, the Federal Housing Administration, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or said similar type organizations as the case may be. Notwithstanding the foregoing, in the event the Declarant desires to amend this Declaration to correct a technical or typographical error or to clarify any provisions herein which are otherwise vague, it may do so by an instrument signed by Declarant without the consent of Owners, mortgagees, FHA, or VA, but shall give notice of any such amendments to all Owners, the FHA, the VA, and all mortgagees of Lots who have requested the same in writing. The failure to give such notice shall not affect the validity or effectiveness of such amendment. Any amendment must be properly recorded. There is hereby reserved unto the Declarant an irrevocable Power of Attorney, coupled with an interest, for the purposes of carrying out the provisions of this Paragraph.

**Section 5. Plat Amendment.** No right shall be conferred upon any Owner or Member by the recording of any Plat relating to the development of the Property described herein to require the development of said Property in accordance with such Plat. There is hereby reserved unto the Declarant an irrevocable Power of Attorney, coupled with an interest, for the purpose of amending or modifying any such Plat or Plats or recording additional plats of the Property as shall be advisable in Declarant's best judgment. Each Owner and each Mortgagee of a Lot shall be deemed to have acquiesced in any such amendments or modifications to any such Plat or Plats and such additional plats as set forth above, and shall be deemed to have granted unto the Declarant an irrevocable Power of Attorney, coupled with an interest, to effectuate, execute, acknowledge and deliver any such amendments and each such Owner and Mortgagee shall be deemed to have agreed and covenants to execute such further assurances and instruments, if any, as may be required by the Declarant, its successors or assigns, to property accomplish such amendments. The right so reserved shall include the right to redefine any Common Area to redefine the boundaries of unsold Lots, and to provide for new Lots not previously depicted on the Plats. The Declarant may not alter the boundaries of Lots which have been sold and may not redefine Common Areas which have been conveyed to the Association without the consent of the Owner of the affected property.

**Section 6. FHA/VA Approval.** Notwithstanding anything contained herein to the contrary, as long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration, should same have a financial interest in the Properties arising out of initial financing to an Owner; (a) annexation of additional properties; (b) dedication of Common Area to any public agency or authority; and (c) Amendments of the Declaration of Covenants, Conditions and Restrictions.



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**Section 7. Quorum.** Unless otherwise specified to the contrary in any provision of this Declaration, the presence of Members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum for any meeting of the Members of the Association. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in the By-Laws of the Association and the required quorum at such subsequent meeting shall be thirty percent (30%) of the votes of each class of membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 8. Rights of First Mortgagee.** Upon written request, any First Mortgagee of a Lot shall be entitled to and shall receive from the Association notices of any of the following as shall be requested:

- (a) any condemnation loss or casualty loss which affects a material portion of the properties or the Lot on which its mortgage is held;
- (b) Delinquency of assessments which remain uncured for a period of sixty (60) days or more;
- (c) Any lapse, cancellation, or modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any restoration or repair of the Properties after partial condemnation or damage; and
- (e) Any termination of the legal status of the Properties.

Any termination of legal status as provided in subsection (e) above shall require the consent of the holders of the mortgages on at least fifty-one percent (51%) of the Lots contained in the Properties and any phases annexed thereto at the time thereof.

**Section 9. Annexation.** The Declarant hereby reserves, for a period of ten (10) years after the date hereof, the right to expand the Community from time to time by subjecting to the operation and effect of this Declaration, and thereby adding to the Community, all or any portion or portions of any one or more adjacent parcels of land, situate and lying in the said County, together with all of the respective improvements on such portions and all of the respective rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining (each of which parcels, together with such improvements thereon and appurtenances thereto, is hereinafter sometimes referred to as a "Future Parcel"). Future Parcel shall include any subdivision of any Lot described on Exhibit "A".

**Section 10. Assignability.** Declarant, its legal representatives, successors and assigns, notwithstanding any other provision herein to the contrary, shall at all times have the right to fully or partially transfer, convey and assign its rights, title and interest under this Declaration, as Declarant, and its transferee, grantee or assignee shall take such rights subject to any and all

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obligations of a Declarant herein.

**Section 11. Indemnification.** The Declarant/Association shall indemnify Howard County and hold it harmless from and against any and all claims, suits, damages, liabilities and expenses, including attorney's fees and County's cost of defense, in connection with loss of life, bodily or personal injury and/ or damage to or loss of property that arises from the use, maintenance or repair of the Association Property.

**Section 12. Rights of Howard County, Maryland.** Any other provisions of the Articles of Incorporation, this Declaration and the By-Laws of the homeowners' association to the contrary notwithstanding, neither the members, the Board of Directors nor the homeowner's association shall, by act or omission, take any of the following actions without the prior written consent of Howard County, which consent shall not be unreasonably withheld or delayed:

A. Improve, abandon, partition, dedicate, subdivide, encumber, sell or transfer any open space parcel (s). (The Association may only transfer title to any Open Space to Howard County or another entity with authority to manage the Open Space).

B. Abandon or terminate this Declaration.

C. Modify or amend any provision of the Article of Incorporation, this Declaration or the By-Laws of the homeowner's association which in any way affects any open space parcel (s), including the provisions regarding Association Property maintenance, insurance, assessments and indemnification.

D. Dissolve the homeowner's association or merge or consolidate it with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the homeowner's association to any other entity.

Howard County shall have the right to bring action for any legal or equitable relief necessary to enforce the rights and powers granted to Howard County hereunder.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed on the date first above written.

WITNESS:

ARBOR MEADOWS, LLC

*Ashley M. Conway*

By *Brian D. Boy* (SEAL)  
Brian D. Boy, Member

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STATE OF MARYLAND )

COUNTY OF Harford )

) ss:  
)

I HEREBY CERTIFY that on this 26<sup>th</sup> day of July, 2005, before me, the subscriber, personally appeared Brian D. Boy, who acknowledged himself to be a member of Arbor Meadows, LLC, and that he, as such member, being authorized to do so, executed the foregoing Declaration for the purposes therein contained, by signing the name of the limited liability company by himself as member.

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

Sharon M. Chavira  
Notary Public

My commission expires: May 1, 2008



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EXHIBIT "A"

Lots numbered One (1) through Nine (9), as shown on a Plat of Subdivision entitled "ARBOR MEADOWS, Lots 1 Thru 9 and Open Space Lots 10 & 11", which plat is intended to be recorded among the Land Records of Howard County, Maryland.

IMP FD SURG \$	29.00
RECORDING FEE	75.00
TOTAL	104.00
Rest ACBS	Rept # 33696
MDR HEN	Bk # 962
Nov 18, 2005	11:26 am

AFTER RECORDATION, RETURN TO:

CORRIDOR TITLE CO.  
305 Compton Avenue  
Laurel, Maryland 20707

K:\USERS\Real Estate\HOA\Declaration-ArborMeadows.wpd