

**CREEKSIDE VILLAGE HOMEOWNERS ASSOCIATION, INC.**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**THIS DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS**  
 (the "Declaration") made this Five day of December, 2012, by ATAPCO SYMPHONY  
 VILLAGE LLC, a Maryland limited liability company (the "Declarant").

**RECITALS**

A. The Declarant is the owner of certain land (the "Land") located in Anne Arundel County, Maryland (the "County"), as shown on the Plat (as hereinafter defined), recorded among the Land Records of the County ("Land Records").

B. It is the intention of the Declarant to develop the Land as a residential community, and to insure therefor a uniform plan and scheme of development, and unto that end the Declarant has adopted, imposed and subjected the property hereinafter described to certain covenants, conditions, restrictions, easements, charges and liens (collectively, the "Covenants"), as set forth herein for the following purposes:

(1) To insure uniformity in the development of the Land (as hereinafter defined) in the Community (as hereinafter defined).

(2) To facilitate the sale by the Declarant, its successors and assigns, of the land in the Community by reason of its ability to assure such purchasers of uniformity.

(3) To make certain that the Covenants shall apply uniformly to all Lots for the mutual advantage of the Declarant, the Record Owners and any Mortgagee (as such capitalized terms are defined herein) and to all those who may in the future claim title through any of the above.

(4) To provide for the benefit of the Record Owners, the preservation of the value and amenities in the Community, and the maintenance of certain reserved open spaces and common areas, including but not limited to easements, charges and liens, herein below set forth, and for the creation of an association to be delegated and assigned the powers of maintaining and administering the Common Areas (as hereinafter defined), and enforcing all applicable covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; which association shall be incorporated under the laws of the State of Maryland, as a nonprofit corporation, for the purpose of exercising the functions as aforesaid.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT the Declarant does hereby establish and impose upon the Property (as hereinafter defined), the Covenants for the benefit of and to be observed and enforced by the Declarant, its successors and assigns, as well as by all purchasers of Lots, to wit:

NO TAXES NECESSARY  
1/8/13 hwt  
 CONTROLLER  
 TAX DIVISION

LR - Agreement Recording Fee 20.00  
 Grantor/Grantee Name: ATAPCO  
 and unto that end the charge 40.00  
 LR - Additional Recording Fee 55.00  
 SubTotal: 115.00  
 Total: 530.00  
 1/9/2013 10:38 CC02-RH  
 #1175290 CC0501 - Anne Arundel  
 County/CC05.01.12 - Register

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RECEIVED  
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 ANNE ARUNDEL COUNTY, MARYLAND

**ARTICLE I**  
**DEFINITIONS**

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

1.1 "Association" shall mean and refer to Creekside Village Homeowners Association, Inc., a Maryland nonprofit corporation, its successors and assigns, organized by filing Articles of Incorporation with the State Department of Assessments and Taxation.

1.2 "Builder" shall mean NVR, Inc., t/a Ryan Homes, or any other person or entity which shall, in the ordinary course of such person's or entity's business, construct a dwelling on a Lot and sell or lease it to another person to occupy as such person's residence.

1.3 "Common Areas" shall mean and refer to those areas of land, intended to be devoted to the common use and enjoyment of the Record Owners of the Lots, including, but not limited to, real property or other facilities which the Association owns and/or in which the Association acquires a right of use for the benefit of the Association and its Members including, without limitation, the private roads designated as "Foxwood Drive", "Fox River Hills Way", "Meadowgate Drive", "Willow Bend Drive", "Trailview Crossing", "Ravenwood Drive", "Road C", "Road D", including the roadways, parking areas, sidewalks, street lights, signs, storm drainage systems and the portions of driveways located within the private rights-of-way, "Open Space 'A'", "Open Space 'B'", "Open Space 'C'", "Open Space 'D'", "Open Space 'E'", "Open Space 'F'", "Open Space 'G'", "Open Space 'P'", "Open Space 'U'", and "Recreation Area 'A'", all as shown on the Plat (as defined below) as well as other areas utilized as open space, private storm drains, private stormwater management facilities, drainage and utility easements, landscaping and entrance monuments serving the Community, any clubhouse, picnic areas, outdoor pool and playground areas, and those areas described in the License Agreement and Maintenance Agreement (as further defined below), saving and excepting, however, so much of the Land previously conveyed or to be conveyed to the County which is not intended to be maintained by the Association.

1.4 "Community" shall mean and refer to all of the land hereby made subject to this Declaration by an instrument in writing, duly executed and recorded among the Land Records and any Additional Property (as hereinafter defined) that may hereafter expressly be made subject to this Declaration by an instrument in writing, duly executed and recorded among the Land Records.

1.5 "Declarant" shall mean and refer to Atapco Symphony Village LLC, a Maryland limited liability company, its successors and assigns to whom it shall expressly (a) convey or otherwise transfer all of its right, title and interest in the Property as an entirety, without reservation of any kind; or (b) transfer, set over and assign all of its right, title and interest under this Declaration, or any amendment or modification thereof, as Declarant.

1.6 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions made by the Declarant, applicable to the Property and heretofore recorded

among the Land Records of Anne Arundel County, Maryland, and any additions, amendments or modifications thereto.

1.7 "Development Period" shall mean the time commencing on the date of recordation of this Declaration among the Land Records and ending on the date the last Lot is conveyed to a Class A Member who intends to reside on such Lot. No rights, easements or other powers or privileges of Declarant under the Association documents shall terminate upon the expiration of the Development Period unless the duration of any such right, easement, power or privilege is expressly limited to the Development Period.

1.8 "License Agreement" shall mean and refer to that certain license agreement attached hereto as Exhibit "B" and incorporated herein by reference.

1.9 "Lot" and/or "Lots" shall mean and refer to those portions of the Property that are subdivided parcels of land shown and defined as lots or plots of ground (exclusive of the Common Areas) and designated by numerals on the Plat, on which a dwelling exists, or is proposed to be constructed.

1.10 "Maintenance Agreement" shall mean and refer to that certain maintenance agreement attached hereto as Exhibit "C" and incorporated herein by reference.

1.11 "Member" or "Members" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

1.12 "Mortgage" means any mortgage or deed of trust encumbering any Lot or any or all of the Common Areas, and any other security interest existing by virtue of any other form of security instrument or arrangement, provided that such mortgage, deed of trust or other form of security instrument, and an instrument evidencing any such other form of security arrangement, has been recorded among the Land Records.

1.13 "Mortgagee" shall mean the person secured by a Mortgage, and shall also include the beneficiary or holder of a deed of trust.

1.14 "Owner" or "Record Owner" shall mean, refer to and include the person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding the fee simple record title to a Lot, as said Lot is now or may from time to time hereafter be created or established, either in his, her, or its own name, as joint tenants, tenants in common, tenants by the entireties, or tenants in co-partnership, if the Lot is held in such real property tenancy or partnership relationship. If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, hold the record title to any one (1) Lot, whether it is in a real property tenancy, or partnership relationship, or otherwise, all of the same, as a Lot, shall be deemed a single Record Owner and shall be or become a single Member of the Association by virtue of ownership of such Lot. The term "Owner" or "Record Owner" shall not, however, refer to or include any contract purchaser, nor the owner of any redeemable ground rent issuing out of any Lot, (but shall instead mean the holder of the leasehold interest that is subject to redemption under Title 8 of the Real Property Article, *Annotated Code of Maryland*)

nor shall it include a Mortgagee.

1.15 "Plat" shall collectively refer to the plats entitled, "CREEKSIDE VILLAGE AT TANYARD COVE RESIDENTIAL SECTION '1' PLANNED UNIT DEVELOPMENT", recorded or intended to be recorded among the Land Records of the County; and shall also include any plats recorded among the Land Records in substitution therefor or amendment thereof, plus any plats hereafter recorded among the Land Records of any Additional Property that may hereafter expressly be made subject to this Declaration by an instrument in writing, duly executed, and recorded among the Land Records.

1.16 "Property" shall mean and refer to all of the real property described in Exhibit "A" attached hereto, and any additional land at such time as it is hereafter expressly made subject to this Declaration by an instrument in writing, duly executed and recorded among the Land Records.

1.17 "Structure" means any thing or device the placement of which upon the Property (or any part thereof) may affect the appearance of the Property (or any part thereof) including, by way of illustration and not limitation, any building, trailer, garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, deck, clothesline, flagpole, radio, television or other antenna or "dish", fence, sign, curbing, paving, wall, roadway, walkway, exterior light, landscape, hedge, trees, shrubbery, planting, signboard or any temporary or permanent living quarters (including any house trailer), or any other temporary or permanent improvement made to the Property or any part thereof. "Structure" shall also mean (i) any excavation, fill, ditch, diversion, dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across the Property, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across the Property, and (ii) any change in the grade of the Property (or any part thereof) of more than six (6) inches from that existing at the time of first ownership by a Record Owner hereunder other than the Declarant.

## ARTICLE II

### COVENANTS, CONDITIONS AND RESTRICTIONS

2.1 ADMINISTRATION; ARCHITECTURAL REVIEW COMMITTEE. The Architectural Review Committee, whose members shall be appointed by the Declarant during the Development Period and thereafter by the Board of Directors of the Association (the "Architectural Review Committee"), shall have all the rights, powers and duties granted to it pursuant to this Declaration. The Architectural Review Committee shall be comprised of at least three (3) members, and not more than five (5); provided, however, during the Development Period, the Architectural Review Committee may be comprised of one (1) initial member. At any time, or from time to time, during the Development Period, the initial members of the Architectural Review Committee may be replaced for any reason (including death or resignation) with other individuals selected by the Declarant in its sole discretion. During the Development Period, or until their successors are duly chosen and qualified, the initial members of the Architectural Review Committee shall be Patrick T. Coggins, Russell V. Powell, and Ronnie Snyder, Jr. All questions shall be decided by a majority of the members of the Architectural



Review Committee, and such majority shall be necessary and sufficient to act in each instance and on all matters. Each member of the Architectural Review Committee, now or hereafter appointed shall act without compensation for services performed pursuant to this Declaration. The Declarant hereby grants to the Architectural Review Committee, its successors and assigns, the right to establish architectural design criteria for the Community (the "Design Guidelines"), which shall be made available to all Members.

## 2.2 ARCHITECTURAL REVIEW.

(a) No Structure (other than construction or development by, for or under contract with Declarant or a Builder) shall be installed upon any Lot, nor shall any addition (including awnings and screens), change, or alteration therein or thereto (including any retreatment by painting or otherwise of any exterior part thereof unless the original color and material are used) (collectively, "Alterations"), be made to the exterior of any Structure and/or the Lot, nor shall any work be commenced or performed which may result in a change of the exterior appearance of any Structure or the Lot until the plans and specifications, showing the nature, kind, shape, dimensions, material, floor plans, color scheme, location, proposed topographical changes, the proposed construction schedule, and a designation of the party or parties to perform the work, have been submitted to and approved in writing by the Architectural Review Committee, its successors and assigns, and until all necessary permits and any other governmental or quasi-governmental approvals have been obtained. The approval of the Architectural Review Committee of any Structure or Alterations shall in no way be deemed to relieve the Record Owner of any Lot from its obligation to obtain any and all permits and approvals necessary for such Structure or Alterations.

(b) The Architectural Review Committee shall consider applications for approval of plans and specifications upon the basis of conformity with this Declaration, applicable law and the design guidelines, if any, and shall be guided by the extent to which such proposal will insure conformity and harmony in exterior design and appearance, based upon, among other things, the following factors: the quality of workmanship; nature and durability of materials; harmony of external design with existing structures; choice of colors; changes in topography, grade elevations and/or drainage; the ability of the party or parties designated by the Record Owner to complete the Structure or Alterations proposed in accordance with this Declaration, including, without limiting the foregoing, factors of public health and safety; the effect of the proposed Structure or Alterations on the use, enjoyment and value of other neighboring properties, and/or on the outlook or view from adjacent or neighboring properties; and the suitability of the proposed Structure or Alterations with the general aesthetic appearance of the surrounding area.

(c) The Architectural Review Committee shall have the right to refuse to approve any such plans or specifications, including grading and location plans, which are not suitable or desirable in its opinion, for aesthetic or other considerations. Written requests for approval, accompanied by the foregoing described plans and specifications or other specifications and information as may be required by the Architectural Review Committee from time to time shall be submitted to the Architectural Review Committee by registered or certified

mail or in person. The Architectural Review Committee shall make reasonable efforts to approve or disapprove any plans within sixty (60) days of receipt thereof; provided, however, that plans and specifications which have not been approved or rejected within one hundred twenty (120) days shall be deemed approved. Notwithstanding the foregoing, all approvals must be in writing. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural Review Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance. The Architectural Review Committee shall have the right to charge a reasonable processing fee for such requests, which shall be retained by the Association and not the Architectural Review Committee.

(d) Construction of Alterations in accordance with plans and specifications approved by the Architectural Review Committee pursuant to the provisions of this Article II shall be commenced within three (3) months following the date of approval and completed within six (6) months of commencement of the Alterations, or within such other period as the Architectural Review Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural Review Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. After construction, all Structures and Alterations shall be maintained continuously in strict conformity with the plans and specifications so approved and all applicable laws.

(e) If any Structure is altered, erected, placed or maintained on any Lot other than in accordance with approved plans and specifications therefor and applicable law, such action shall be deemed to be a violation of the provisions of this Declaration and, promptly after the Association gives written notice thereof to its Record Owner, such Structure shall be removed or restored to its condition prior to such action, and such use shall cease, so as to terminate such violation. If within thirty (30) days after having been given such notice, such Record Owner has not taken reasonable steps to terminate such violation, any agent of the Association may enter upon such Lot and take such steps as are reasonably necessary to terminate such violation. Such Record Owner shall be personally liable to the Association for the cost thereof, to the same extent as he is liable for an assessment levied against such Lot, and, upon the failure of the Record Owner to pay such cost within ten (10) days after such Record Owner's receipt of written demand therefor from the Association, the Association may establish a lien therefor upon such Lot in accordance with and subject to the provisions of this Declaration applicable to an assessment lien.

(f) Any member of the Architectural Review Committee, upon the occurrence of a violation of the provisions of this Declaration, and after the Association or the Architectural Review Committee gives written notice thereof to the Record Owner of the applicable Lot, at any reasonable time, may enter upon and inspect any Lot and the exterior of any Structure thereon to ascertain whether the maintenance, construction or alteration of such Structure or Alteration are in accordance with the provisions hereof.

(g) Upon completion of construction of any Structure or Alteration in accordance with the provisions hereof and submission by the Owner to the Architectural Review

Committee of a final inspection and acceptance documentation from any required issuing permit authority, the Architectural Review Committee, upon request of the applicant shall issue a Certificate of Compliance ("Certificate") identifying such Structure and the Lot on which such Structure is placed, and stating that the Structure has been completed pursuant to the terms hereof. The Certificate shall be retained in the records of the Association. Any Certificate issued pursuant hereto shall be prima facie evidence of the facts therein stated, and as to any title insurer, such Certificate shall be conclusive evidence that all Structures on the Lot noted in the Certificate complies with the provisions hereof.

2.3 **LAND USE.** The Lots, except as hereinafter provided, shall be used for private and residential purposes only. None of the Lots shall at any time be used for apartments or other types of multiple housing units; it being the intention of the Declarant that each and every one of the Lots be used solely for one (1) single family dwelling and no other purposes, except such purposes as may be specifically reserved in the succeeding sections of this Declaration. In no event shall any dwelling be used at any time for any commercial purpose, provided however, that the foregoing shall not preclude no-impact home-based businesses as more fully described below.

2.4 **NO-IMPACT HOME-BASED BUSINESSES.** Notwithstanding anything contained herein to the contrary, pursuant to Title 11B of the Maryland Homeowners Association Act (the "HOA Act"), "No-impact home-based businesses" are permitted upon the Lots subject to the following requirements:

- (a) Owners shall notify the Association before operating a No-impact home-based business.
- (b) No-impact home-based businesses are expressly prohibited in any Common Areas.
- (c) Such additional requirements, and/or any Rules and Regulations (as such term is defined below) as may be adopted or amended by the Board of Directors of the Association as provided in Section 11.10 herein, to the extent permitted by applicable law.

The foregoing provisions of this Section are intended to be a restatement of the provisions of Section 11B-111.1 of the HOA Act, and any future amendments or modifications thereto shall be deemed incorporated by reference herein as a part hereof.

For purposes hereof, a "No-impact home-based business" means a business that:

- (a) Is consistent with the residential character of the dwelling;
- (b) Is subordinate to the use of the dwelling for residential purposes and requires no external modifications that detract from the residential appearance of the dwelling;
- (c) Uses no equipment or process that creates noise, vibration, glare, fumes, odors, or electrical or electronic interference detectable by neighbors or that causes an increase

of common expenses that can be solely and directly attributable to a No-impact home-based business; and

(d) Does not involve use, storage, or disposal of any grouping or classification of materials that the United States Secretary of Transportation or the State of Maryland or any local governing body designated as a hazardous material.

2.5 **FAMILY CHILD CARE.** Notwithstanding anything contained herein to the contrary, an Owner may use his or her residence as a "family child care home" ("Home") (as such term is defined in Section 11B-111.1 of the HOA Act), subject to the following requirements:

(a) The Owner or child care provider (as defined in Section 11B-111.1) operating the Home shall be registered with and have a license issued by the Department of Human Resources, in accordance with the registration and licensing provisions set forth in Title 5, Subtitle 5 of the Family Law Article. The Owner or child care provider shall furnish a copy of the license to the Architectural Review Committee prior to establishing and operating the Home and upon each renewal thereof.

(b) The Owner or child care provider shall obtain the liability insurance described in Sections 19-106 and 19-202 of the Insurance Article, Annotated Code of Maryland, in at least the minimum amount described in those Sections. The Owner or child care provider may not operate the Home without the liability insurance described herein, and shall present proof of insurance to the Architectural Review Committee before establishing and operating the Home and upon any renewal of the policy.

(c) The Owner or child care provider shall pay, on a pro-rata basis with other Homes then in operation in the Community, any increase in the insurance costs of the Association attributable solely and directly to the operation of the Home, upon presentation of a statement from the Architectural Review Committee setting forth the increased costs and requesting payment of same. The increased insurance costs shall be considered an assessment against the Lot, and may be collected under the Maryland Contract Lien Act.

(d) The Owner or child care provider shall not use any of the Common Areas for any purpose directly or indirectly relating to the operation of the Home.

2.6 **SWIMMING POOLS.** No above-ground pools shall be permissible on any Lot; provided, however, that the foregoing shall not apply to in-ground pools, spas or Jacuzzis which have been approved in advance by the Architectural Review Committee in its sole and absolute discretion, in accordance with the provisions hereof.

2.7 **TEMPORARY STRUCTURES.** No Structure of a temporary character, trailer, basement, tent, shed, shack, garage, or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently, unless such type of Structures are approved in advance by the Architectural Review Committee in accordance with the provisions of this Declaration. Nothing in this Declaration shall be deemed to prohibit an Owner from placing

upon its Lot reasonably sized greenhouses approved in advance by the Architectural Review Committee. In addition, portable basketball apparatus may be located on a Lot if the Owner of said Lot obtains the prior written approval of the Architectural Review Committee as provided herein, and further provided that such apparatus is stored when not in use. Neither portable nor permanent basketball apparatus shall be located in any Common Areas.

2.8 **REAL ESTATE SALES OR CONSTRUCTION OFFICE.** Notwithstanding anything contained herein to the contrary, a real estate sales office/model home, construction office or a trailer, and related signs, may be erected, maintained and operated on any Lot owned or leased by Declarant, Builder or their respective agents and designees from time to time, or in any Structure now or hereafter located thereon, provided such office/model home or construction office or trailer, and signs, are used and operated in connection with the development and/or initial sale of any Lot or Lots in the Community or land located in an adjacent development, and/or the initial construction of improvements on any Lot now or hereafter laid out or created in the Community.

2.9 **CLOTHESLINES.** No exterior clothes dryer, clothes pole or similar equipment shall be erected, installed or maintained on any Lot, nor shall articles of clothing, bedding, or similar items be hung outside; provided, however, if clotheslines are permitted under applicable Maryland law, the following restrictions shall be applicable:

- (a) Clotheslines may not exceed five feet by five feet (5'x5') or twenty feet (20') in length;
- (b) Clotheslines shall not be visible from any road or placed in a location which interferes or blocks in any manner emergency or related access to the Lots;
- (c) Clotheslines shall not be installed permanently and must be removed on a daily basis; and
- (d) Clothing shall not remain on any clothesline for any longer than twenty-four (24) hours.

2.10 **TRAFFIC VIEW.** No Structure, landscaping, shrubbery or any other obstruction shall be placed on any Lot so as to block the clear view of traffic on any streets, nor shall any planting be done on any corner Lots closer than twenty (20) feet from either street line that will exceed two and one-half (2.5) feet in height (except shade trees which shall be trimmed so that a clear view may be maintained to the height of eight (8) feet).

2.11 **FRONT LAWN.** The area within the front of a dwelling shall be kept only as a lawn for planting of grass, trees and shrubbery and no other installations shall be permitted, including, without limitation, decorative lawn ornaments.

2.12 **FENCES AND DECKS.** Other than fences initially constructed by Declarant, Builder, or as approved by the Architectural Review Committee in accordance with the provisions of this Declaration, no fence shall be placed or kept on a Lot. The Architectural

Review Committee may, from time to time, designate one (1) or more fence types as "standard designs" and require all Owners to solely use such standard designs. Notwithstanding the foregoing, a fence must be made of almond color vinyl or board-on-board almond color vinyl for each townhome to match the privacy fences installed by the Builder and no fence may protrude beyond the rear foundation wall of a dwelling on a Lot, nor can any fence exceed six (6) feet in height (other than a temporary fence used for development and/or construction of the Community, or any Lot contained thereon, or unless mandated by applicable law).

All decks must be made of a composite material with almond color vinyl rails and be approved in advance by the Architectural Review Committee unless installed by Declarant or Builder.

2.13 **NEAT APPEARANCE.** Except for any maintenance and repair which the Association may be obligated to perform hereunder, Owners shall, at all times, maintain their Lots and all appurtenances thereto in good repair and in a state of neat appearance, including but not limited to, the painting or other appropriate external care of all Structures on the Lot, and the care, watering and maintenance of all lawns on the Lot, all in a manner and with such frequency as is consistent with good property management and maintenance. If, in the opinion of the Architectural Review Committee, any Record Owner fails to perform the duties imposed hereunder, the Association, on affirmative action of a majority of the Board of Directors, after fifteen (15) days written notice to such Record Owner to remedy the condition in question, and upon failure of the Record Owner to remedy the condition, shall have the right (but not the obligation), through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot and the improvements or Structures thereon, and the cost thereof shall be a binding, personal obligation of such Record Owner, as an additional assessment on the Lot.

2.14 **NUISANCES.** No noxious or offensive trade or 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 or any adjoining property owners. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such properly maintained and operated devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other Structure constructed upon any Lot. No snowmobiles, go-carts, motorbikes, trail bikes, other loud-engine recreational vehicles or skateboard ramps shall be run or operated upon any Lot, Common Areas or upon any roadways serving the Property.

2.15 **ANIMALS.** No animals, livestock, or poultry of any kind, including pigeons, shall be raised, bred or kept on any Lot, except that dogs, cats or any household pets, may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they are kept so as to avoid becoming a nuisance to the neighborhood or to any adjoining property owners, and do not roam unattended on the Property. Household pets shall not include miniature pigs, horses or other hybrid livestock or farm animals. Pets shall be registered, licensed and inoculated as required by law, and shall be walked on a leash at all times. Owners shall be responsible for the immediate clean-up and removal of their pets' waste from any other Lot and the Common Areas. In addition to the foregoing restrictions, the Board of

Directors may promulgate Rules and Regulations from time to time affecting animals in the Community.

## 2.16 VEHICLES.

(a) As used herein,

(i) "Vehicle" means a Commercial Vehicle, Motor Vehicle, Recreational Vehicle, automobile, Large Truck, other truck or van (in each case, as defined by the Maryland Motor Vehicle Administration, or by common usage and practice), trailer, motorcycle, bicycle, mo-ped, or other powered or unpowered vehicle.

(ii) "Commercial Vehicle" means any (1) automobile, truck or van used or designed principally for commercial, business or industrial use, or (2) taxicab or other Vehicle displaying a commercial logo, message or identification.

(iii) "Inoperable Vehicle" means any Commercial, Recreational or other Vehicle, which is a junk Vehicle, or is inoperable, or lacks current, valid registration plates, or would not pass applicable state vehicular inspection criteria.

(iv) "Large Truck" means any truck or van (in each case, as defined by the Maryland Motor Vehicle Administration or by common usage and practice), or self-propelled farm or construction vehicle, which is more than 24 feet long, or has a capacity exceeding three-quarters ton.

(v) "Motor Vehicle" means a vehicle required by law to be registered with the Maryland Motor Vehicle Administration or another governmental authority or entity, or propelled by a motor.

(vi) "Recreational Vehicle" means any (1) boat, boat trailer, camp truck, camp trailer, golf cart, house trailer, personal watercraft, snowmobile, recreational bus or similar vehicle, motor home, camper van or all-terrain vehicle, or (2) other powered or unpowered vehicle designed primarily for use for sports or recreational purposes.

(b) No Vehicle shall be parked or stored in the Community other than in accordance with the provisions hereof; provided, however, that any Vehicle may be kept (1) in a fully enclosed garage located on a Lot, or (2) elsewhere if expressly permitted by this Declaration, or (3) on a public road if permitted by law. In addition, only operable regular passenger automobiles and motorcycles may be stored on a driveway located on a Lot and no other type of Vehicle (including, without limitation, any Commercial Vehicle, Inoperable Vehicle, Large Truck or Recreational Vehicle) shall be allowed to be kept on a driveway, except as provided in Sections 2.16 (c) and (g) below. Additionally, Owners, tenants or other regular occupants of garage townhouses shall use the driveways and garages of such townhome for the parking of Vehicles (to the extent such Vehicles are permitted hereunder), however, the guests and invitees of such Owners, tenants or regular occupants may park permitted Vehicles on the roadways on a temporary basis.

(c) Anything to the contrary notwithstanding herein, nothing herein shall prohibit the parking of Commercial Vehicles on a parking area or driveway on any Lot while providing maintenance, repair or installation services on, or making a delivery to or from, such Lot.

(d) No automobile or other Vehicle shall be constructed, restored or repaired on a Lot or Common Areas at a location visible from outside a garage or other building thereon, other than for minor repairs such as oil, filter, battery, belt, wiper, light and tire changes, or emergency repairs which cannot reasonably be performed elsewhere, in each case if performed (1) on a Vehicle, including motorcycle, owned by an Owner of, and customarily kept on, such Lot or Common Areas, (2) using all appropriate environmental safeguards, and (3) in a continuous and timely manner.

(e) No person shall operate a Vehicle, including a motorcycle, in the Community other than in a safe and quiet manner, and with due consideration for the rights of all Owners and occupants, or without holding a valid driver's license.

(f) No all terrain vehicles, off-road motorcycles, "mini-bikes" or other types of off-road motor vehicles of any kind shall be permitted to operate within the subdivision, including the Common Areas, unless otherwise specially permitted by applicable law.

(g) Nothing in this Declaration shall prohibit or restrict the Declarant or Builder during the Development Period from operating, parking, maintaining or otherwise using a Vehicle anywhere in the Community.

2.17 **LIGHTING AND WIRING.** The exterior lighting on Lots shall be directed downward and shall not be directed outward from, or extend beyond, the boundaries of any Lot. All wiring on any Lot shall be underground.

2.18 **ANTENNAE.** No radio aerial, antenna or satellite or other signal receiving dish, or other aerial or antenna for reception or transmission, shall be placed or kept on a Lot outside of a dwelling, except on the following terms:

(a) An Owner may install, maintain and use on its Lot one (or, if approved, more than one) Small Antenna (as hereinafter defined) in the rear yard of a dwelling on the Lot, at such location, and screened from view from adjacent dwellings in such a manner and using such trees, landscaping or other screening material, as are approved by the Architectural Review Committee, in accordance with Article II. Notwithstanding the foregoing terms of this subsection, (i) if the requirement that a Small Antenna installed on a Lot be placed in the rear yard of a dwelling would impair such Small Antenna's installation, maintenance or use, then it may be installed, maintained and used at another approved location on such Lot where such installation, maintenance or use would not be impaired; (ii) if and to the extent that the requirement that such Small Antenna be screened would result in any such impairment, such approval shall be on terms not requiring such screening; and (iii) if the prohibition against installing, maintaining and using more than one (1) Small Antenna on a Lot would result in any



such impairment, then such Owner may install on such Lot additional Small Antenna as are needed to prevent such impairment (but such installation shall otherwise be made in accordance with this subsection).

(b) In determining whether to grant any approval pursuant to this Section, neither Declarant, the Architectural Review Committee nor the Board of Directors shall withhold such approval, or grant it subject to any condition, if and to the extent that doing so would result in an impairment.

(c) As used herein, (i) "impair" has the meaning given it in 47 Code of Federal Regulations Part 1, section 1.4000, as hereafter amended; and (ii) "Small Antenna" means any antenna (and accompanying mast, if any) of a type, the impairment of the installation, maintenance or use of which is the subject of such regulation. Such antennae are currently defined thereunder as, generally, being one (1) meter or less in diameter or diagonal measurement and designed to receive certain types of broadcast or other distribution services or programming.

2.19 **SUBDIVISION**. No Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose; provided, however, this shall not prohibit transfers of parts of Lots between adjoining Lot owners where the transfer is not for the purpose of creating a new building Lot. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any person for any purpose.

2.20 **SIGNAGE**. Other than signs deemed necessary and appropriate by the Declarant, Builder, and their respective successors and assigns, and excluding any directional signs, signs for traffic control or safety or "for sale" signs not exceeding 2 feet by 3 feet which are placed in the front yard of a dwelling, no advertising or display signs of any character shall be placed or maintained on any part of the Property or on any dwelling or Structure; provided, however, "for sale" or "for lease" signs may not be erected on any Lot by an Owner during any time the Builder is engaged in the sale of Lots in the Community, subject to applicable law. In addition to the foregoing, no candidate sign (as such term is defined in Section 11B-111.2 of the HOA Act), or a sign that advertises the support or defeat of any proposition, may be displayed in the Common Areas; any permissible candidate sign shall be displayed in accordance with provisions of federal, State and local law; and may only be displayed no more than thirty (30) days before the primary election, general election, or vote on the proposition; and no more than seven (7) days after the primary election, general election or vote on the proposition.

2.21 **LEASE AGREEMENTS**. All lease agreements affecting any dwelling on any Lot shall be in writing. Further, at least seven (7) business days before an Owner may lease his or her dwelling, such Owner shall provide to the Board of Directors and any manager for the Association (a) a copy of the proposed lease agreement; (b) a One Hundred Dollar (\$100.00) registration fee (to any manager or otherwise, to the Board of Directors); and (c) information regarding the tenant, including the full name(s) of the tenant, telephone number(s), vehicle description(s) and identification number(s) of tenant's vehicle(s) which are parked on any street in the Community. In addition, the minimum term of all lease agreements shall be for one (1) year, must state that the lease agreement shall be subject to this Declaration, the Articles of

Incorporation, By-Laws of the Association and any Rules and Regulations, and shall contain a statement that the tenant has been provided with and has examined the Declaration, the Articles of Incorporation, By-Laws of the Association and any Rules and Regulations, and further, that the tenant agrees to fully comply with any and all applicable provisions contained therein. Each Owner agrees to provide to the Board of Directors the signed lease agreement and any amendments immediately following execution of such documents by the Owner and tenant. A Record Owner who does not reside on their Lot must provide to the Association their own current address and telephone number information. Notwithstanding the forgoing, nothing in this Section 2.21 shall be applicable to Declarant or to a Builder.

**2.22 FOREST CONSERVATION AND FOREST BUFFER EASEMENT AREAS.** Any portion of the Common Areas or Lots designated and shown on any recorded subdivision plat of all or a portion of the Property as forest conservation easement and forest buffer easement (collectively, the "FC/FB Areas") shall remain in a natural, undisturbed state and will not be developed, or improvements erected thereupon by the Declarant, Builder, their respective successors or assigns, the Association, or any Record Owner, except those of a minor nature necessary for such intended use and permitted by applicable law. All Owners shall be subject to the provisions of any recorded declaration of covenants, conditions and restrictions (the "Forest Conservation and Forest Buffer Declaration") pertaining to the FC/FB Areas. Each Owner agrees to provide Declarant, its agents and any other party to the Forest Conservation and Forest Buffer Declaration full access to their Lot at any time for the purposes of complying with the Forest Conservation and Forest Buffer Declaration and to otherwise comply with all provisions of the Forest Conservation and Forest Buffer Declaration.

**2.23 TRASH AND OTHER MATERIALS.** No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except for (a) building materials used during the course of construction of any approved dwelling or other permitted Structure, and (b) firewood, which shall be cut and neatly stored at least six (6) inches off the ground and twelve (12) inches away from any Structure. No burning of trash shall be permitted on any Lot. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open in accordance with local law or on any day that a pick-up is to be made at such place on the Lot as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so as not to be visible from the roadway or the other Lots or Common Areas. Trash shall be disposed of in hard rubber or plastic containers covered with a lid.

**2.24 NON-INTERFERENCE WITH UTILITIES.** 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 change, obstruct or retard direction or flow of any drainage channels. No poles and wires for the transmission of electricity, telephone and the like shall be placed or maintained above the surface of the ground on any Lot.

**2.25 TREE REMOVAL.** No Record Owner shall have the right to remove any of the healthy growing trees located on any of the Lots within the subdivision except upon Architectural Review Committee approval.

**2.26 DISTRIBUTION OF WRITTEN INFORMATION AND MATERIALS.**

Until the Owners elect officers or a Board of Directors in accordance with Section 11B-111.3 of the HOA Act, no Owner may distribute any written information or materials regarding the operation of, or matters relating to the Association, in any manner or place which the Board of Directors uses to distribute written information or materials, excluding, however, door-to-door distribution. From and after the date that the Owners shall elect officers or a Board of Directors, the Board of Directors may regulate the time of distribution and impose any other restrictions that are permissible under Section 11B-111.3 of the HOA Act, as amended from time to time, and any other applicable law.

**2.27 SOLAR COLLECTION SYSTEMS.** Any installation of solar panels or other solar collection systems on any Lot shall require the prior written approval of the Architectural Review Committee, subject to the provisions of Section 2-119 of the Real Property Article, Annotated Code of Maryland, 2010 Repl. Volume, as the same may be amended from time to time, and any other applicable laws.

**2.28 ANNE ARUNDEL COUNTY ACCESS EASEMENT.** The duly authorized employees and representatives of Anne Arundel County shall have the right to enter upon the Property for the purpose of performing necessary inspection, maintenance and repair to any completed storm water management facilities and if such maintenance or repair is not satisfactorily completed by the Owner thereof within a reasonable time, the County to assess such Owner for the costs thereof. This remedy shall be in addition to, and not in lieu of, any remedies of the Association or other Owner hereunder.

**2.29 RIGHT TO PROHIBIT OR RESTRICT USE OF PESTICIDES, FERTILIZER AND OTHER FORMS OF NITROGEN LOADING.** Declarant hereby reserves unto itself, the right to prohibit and/or restrict the use of pesticides, fertilizers and other ground based sources of nitrogen loading and/or phosphorus loading within the Property for so long as Declarant or any Builder has an interest in the Property, including, without limitation, any warranty obligations. Further, from and after the date that Declarant or any Builder no longer has any interest in the Property, such right to prohibit and/or restrict the use of pesticides, fertilizers and other ground based sources of nitrogen loading and/or phosphorous loading shall automatically vest in and be enforceable by the Association. This right may be exercised for any reason in the sole discretion of Declarant including, without limitation, in response to any governmental or quasi-governmental agency enacting, or indicating an intention to enact a moratorium on development, or any regulation or requirement which would affect the Property, or any portion thereof, based upon nonpoint source nitrogen loading and/or phosphorus loading of stormwater management or water quality facilities and/or waterways. The Declarant shall notify the Association and each Owner of its decision to impose such a prohibition or such restrictions in a written notice sent to the Association at the address indicated on the State Department of Assessments and Taxation website and sent to each Owner at such Owner's address within the Property, regardless of any other address such Owner may use. Such written notice shall indicate the class or classes of sources of pesticides, nitrogen loading and/or phosphorus loading being prohibited and/or restricted and, if such class of source of loading is being restricted and not strictly prohibited, the parameters of such restriction.

Upon the Declarant's delivery of such notice to the Association and the Owners in the manner aforesaid, the Association and each Owner and all occupants of any improvements on the Property shall immediately comply with such restrictions or regulations. Any failure to so comply shall be deemed a default of this Declaration, and the Declarant shall thereupon be entitled to exercise all rights and remedies available to the Declarant or to the Association hereunder in the event of a default of this Declaration, including but not limited to the right to levy fines.

Declarant shall have the right at any time, but shall not be required, to rescind or modify any prohibition or restriction implemented as described above. Notice of such a rescission or modification shall be delivered as set forth in this Section.

### ARTICLE III

### PROPERTY SUBJECT TO THIS DECLARATION; ANNEXATION AND DEANNEXATION

3.1 INITIAL INCREMENT OF PROPERTY. The initial increment of real property which is, and shall be, transferred, held, sold, conveyed and occupied subject to this Declaration is located in the Community, and is described on Exhibit "A", attached hereto.

### 3.2 ADDITIONS TO PROPERTY.

(a) The Declarant and its successors and assigns, shall have the right for fifteen (15) years from the date hereof to bring within the scheme of this Declaration additional property within the Community (the "Additional Property"), without the consent of the Class A Members of the Association, which Additional Property may include Lots and/or Common Areas, provided that the annexation is in accordance with the general plan heretofore approved. The general plan of development is shown on the Plat, but the plan shall not bind the Declarant, its successors or assigns, to make the proposed additions, or to adhere to the plan in any subsequent development of the land shown thereon.

(b) The Declarant, at its sole expense, shall be responsible for the additions authorized under this subsection by preparing and recording a supplemental declaration of record with respect to the Additional Property which shall extend the scheme of the Declaration to such Additional Property, and which Additional Property shall thereupon become part of the Property. Upon the filing of any supplemental declaration, Record Owners of Additional Property shall be subject to the same obligations and entitled to the same privileges as apply to the Record Owners of the Property. Such supplemental declaration may contain such complementary additions and modifications to the Declaration as may be necessary to reflect the different character, if any, of the Additional Property not inconsistent with the scheme of this Declaration.

### 3.3 DEANNEXATION.

(a) Provided there are Class B Members, the Declarant may deannex any property (excluding, however, any Common Areas conveyed to the Association by the Declarant) from the Property for a period of fifteen (15) years from the date of recordation of this

Declaration. Such deannexed property shall no longer be subject to the covenants and restrictions of this Declaration except for any easements, rights, reservations, exemptions, power or privileges reserved to the Declarant pursuant to this Declaration which burden the deannexed property for the benefit of any property which is subject to the Declaration. Such deannexation shall be made by recording a supplementary declaration among the Land Records of the County, withdrawing the effect of the covenants and restrictions of this Declaration from the deannexed property. Such deannexed property may be utilized by the Declarant, or any successor, assign or transferee thereof, for any lawful purpose or use.

#### **ARTICLE IV**

#### **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

4.1 **MEMBERSHIP.** Every Record Owner of a Lot that is subject to assessment shall become and be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

4.2 **CLASSES OF MEMBERSHIP.**

(a) The Association shall have two (2) classes of voting membership:

(i) **Class A.** Except for the Declarant and Builder, who shall initially both be Class B Members, the Class A Members shall be all Record Owners holding title to one (1) or more Lots; provided, however, that any Mortgagee or any other person or entity who holds such interest solely as security for performance of an obligation shall not be a Class A Member solely on account of such interest. Each Class A Member shall be entitled to one (1) vote per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by Members of the Association.

(ii) **Class B.** The Class B Members shall be the Declarant and Builder. The Class B Members shall be entitled to ten (10) votes per Lot for each Lot owned by such Class B Member, in all proceedings in which actions shall be taken by Members of the Association.

(b) If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, holds the record title to any Lot, all of the same, as a unit, and not otherwise, shall be deemed a single Member of the Association. The vote of any Member comprised of two (2) or more persons, firms, corporation, trustees, or other legal entities, or any other combination thereof, shall be cast in the manner provided for in the Articles of Incorporation and/or By-Laws of the Association, or as the several constituents may determine, but in no event shall all such constituents cast more than one (1) vote per Lot for each Lot owned by them.

4.3 **CONVERSION.** The Class B membership shall be converted to a Class A Membership upon the earlier to occur of (i) December 31, 2025; (ii) at such time as the total number of votes entitled to be cast by Class A Members of the Association equals or exceeds the total number of votes entitled to be cast by the Class B Members of the Association; or (iii)

surrender of the Class B membership by the then Class B Members on the books of the Association. After such conversion, if additional property is made subject to the Declaration then the Class B Members shall be reinstated until December 31, 2030, or such earlier time as the total number of votes entitled to be cast by Class A Members again equals or exceeds the total number of votes entitled to be cast by the Class B membership. The Declarant and Builder shall thereafter remain Class A Members of the Association as to each and every Lot from time to time subject to the terms and provisions of this Declaration in which the Declarant and Builder then holds the interest otherwise required for Class A membership.

**ARTICLE V**  
**DECLARANT'S RESERVED RIGHTS AND OBLIGATIONS**

5.1 **UTILITY EASEMENTS.** Easements with respect to sanitary sewer and water, cable, electricity, gas and telephone lines and any other like facilities shall be governed by the following:

(a) The Owner of any Lot, or the Association, shall have the right, to the extent necessary, to enter upon or have a utility company enter upon any portion of the Property in which utility installations lie, in order to repair, replace and generally maintain said installations.

(b) The right granted in Section 5.1(a) above shall be only to the extent necessary to entitle the Owner or the Association full and reasonable use and enjoyment of the utilities and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area to its prior condition.

(c) A non-exclusive, perpetual, blanket easement over the Property for the installation and maintenance of electric, telephone, cable, water, gas, drainage, utility, sanitary sewer lines and facilities, pressure sewers and grinder pumps, and the like, is hereby reserved by Declarant, its successors and assigns, together with the right to grant and transfer the same during such time that Declarant or its successors and assigns is the Owner of the Property.

(d) A non-exclusive, perpetual, blanket easement over the Lots for the installation, maintenance, repair and replacement of the private storm drains, is hereby reserved by Declarant and the Association, and their respective successors and assigns, together with the right to grant and transfer the same.

5.2 **DEVELOPMENT EASEMENTS.**

(a) **Easements Reserved to Declarant and Builder.**

(i) **Easement to Facilitate Development.** The Declarant hereby reserves to itself, Builder, and their respective designees a non-exclusive blanket easement over and through the Property for all purposes reasonably related to the development and completion of improvements on the Property, including without limitation (a) temporary slope and construction easements, (b) drainage, erosion control and storm and sanitary sewer easements

including the right to cut or remove trees, bushes or shrubbery, to regrade the soil and to take any similar actions reasonably necessary; provided, however, that thereafter the Declarant shall restore the affected area as near as practicable to its original condition, and (c) easements for the construction, installation and upkeep of improvements (e.g., buildings, landscaping, street lights, signage, etc.) on the Property or reasonably necessary to serve the Property.

(ii) Easement to Facilitate Sales. The Declarant hereby reserves to itself and to Builder the right to (a) use any Lots owned or leased by the Declarant or Builder, respectively, and any other Lot with the written consent of the Owner thereof, as models, management offices, customer service offices or sales office parking areas, (b) place and maintain in any location on the Common Areas and the storm water management area, and on any Lot, street and directional signs, temporary promotional signs, temporary construction and sales offices, plantings, street lights, entrance features, "theme area" signs, lighting, stone, wood or masonry walls or fences and other related signs and landscaping features, provided however, that all signs shall comply with applicable governmental regulations and the Declarant or Builder, as applicable, shall obtain the consent of the Owner of any affected Lot or of the Board of Directors if the Owner does not consent, and (c) relocate or remove all or any of the above from time to time in the Declarant's sole discretion.

(iii) Landscaping Easement. The Declarant hereby reserves to itself and its successors and assigns, an easement and the right to grant and reserve easements over and through the Property for the purpose of construction, installation, irrigation and maintenance of landscaping features, including without limitation, plants, trees and earth berms and other earth contouring and signs which shall include access as necessary to perform such tasks. The Owner of a Lot burdened by such an easement shall not construct any improvements within the easement without the permission of the Declarant during the Development Period, or the Association, thereafter. Maintenance of these easement areas by the Association shall be a common expense of the Association and shall not be assessed against the Lot burdened by the easement; provided, however, the Declarant or Association, as appropriate, may require the Owner of the Lot to maintain any easement area located on such Owner's Lot.

(iv) Storm Water Management and Sanitary Sewer Easement. The Declarant hereby reserves to itself and its successors and assigns an easement and the right to grant and reserve easements over and through the Property for the construction and upkeep of storm water management facilities, including storm water retention areas and sanitary sewer facilities. Declarant reserves unto itself and its successors and assigns to enter into agreements for the use and sharing of expenses relating to off-site storm water management facilities.

(v) Relocation Easements. The Declarant hereby reserves unto itself the right to relocate, change or modify, from time to time, any and all streets, roadways and utility easements which may be located within the Common Areas and to create new streets, roadways and utility easements therein.

(vi) Completion Easements and Rights of Declarant and Builder. Declarant further reserves unto itself, for itself and Builder, the right, notwithstanding any other provision of the Declaration, to use any and all portions of the Property, including any Common

Areas which may have previously been conveyed to the Association, for all purposes necessary or appropriate to the full and final completion of construction of the Community. Specifically, none of the provisions of Article II concerning use restrictions shall in any way apply to any aspect of the Declarant's or Builder's development or construction activities and notwithstanding any provisions of this Declaration, none of the Declarant's or Builder's construction activities or any other activities associated with the development, marketing, construction, sales management or administration of the Community shall be deemed noxious, offensive or a nuisance. The Declarant and Builder reserve the right to store materials, construction debris and trash during the construction period on the Property without keeping same in containers.

(vii) Grading Easements. Declarant expressly reserves unto itself the right at or after the time of grading of any street or to such other Lot or any part thereof for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of a dwelling built or to be built on such Lot, but said Declarant shall not be under any obligation or duty to do such grading or to maintain any slope.

(viii) Common Area Easements.

a. Utilities. The Declarant hereby expressly reserves unto itself and hereby grants to any utility company, to whom the Declarant may grant, convey, transfer, set over and assign the same, or any part thereof, the right to discharge surface water on and to lay, install, construct, and maintain, on, over, under or in those strips across land designated on the Plat, including, but not limited to, those areas designated on the Plat as public or private water, sewer, drainage or utility easements, existing or otherwise designated as an easement area, or on, over, under, or in any portion of any Common Areas, pipes, drains, mains, conduits, lines, and other facilities for water, storm sewer, sanitary sewer, gas, electric, cable, telephone, and other public utilities or quasi-public utilities deemed necessary or advisable to provide adequate service to any Lot now or hereafter laid out or established on the Property, or the area in which the same is located, together with the right and privilege of entering upon the Common Areas for such purposes and making openings and excavations therein, provided that same be corrected and the ground be restored and left in good condition.

b. Sediment Control Ponds/Facilities. The Declarant hereby expressly reserves unto itself the right to continue to use and maintain any sediment control ponds or facilities located on any Common Areas.

(ix) Maintenance Easements. Each Owner hereby grants an easement to the Association and its agents over, upon and through each Owner's Lot and any Common Areas, in order for the Association to perform any and all repair and maintenance of Lots which the Association is either required to perform hereunder or elects to perform pursuant to the provisions of this Declaration.

(b) Further Assurances. Any and all conveyances made by the Declarant to the Association or any Owner shall be conclusively deemed to incorporate these reservations of rights and easements, whether or not set forth in such grants. Upon written request of the



Declarant, the Association and each Owner shall from time to time execute, acknowledge and deliver to the Declarant such further assurances of these reservations of rights and easements as may be requested.

(c) Duration and Assignment of Development Rights. The Declarant may assign its rights under this Section to, or share such rights with, one or more other persons, exclusively, simultaneously or consecutively. The rights and easements reserved by or granted to the Declarant pursuant to this shall continue for so long as the Declarant or its designees are engaged in development or sales, or activities related thereto, anywhere on the Property, unless specifically stated otherwise; provided, however, that the easements described in the following provisions of Section 5.2 (a) shall run in perpetuity: (i) c., (ii) b., (iii), (iv), (viii) a. and (ix).

(d) Association Power to Make Dedications and Grant Easements. The Declarant, on behalf of itself and its successors and assigns, hereby also grants to the Association the rights, powers and easements reserved to the Declarant by Article V hereof. These rights, powers and easements may be exercised by the Association, subject to any other provisions herein; provided, however, that the limitations on duration applicable to the Declarant shall not apply to the Association. If the Declarant or any Owner requests the Association to exercise its powers under this Section, the Association's cooperation shall not be unreasonably withheld, conditioned or delayed.

(e) Notwithstanding the foregoing provisions in this Section 5.2, with respect to the easements granted in Sections 5.2(a)(i) and 5.2(a)(iii), Declarant agrees that such easement rights shall not be utilized in any manner to unreasonably interfere with Builder's construction of dwellings on the Lots, and Builder agrees that such easement rights shall not be utilized in any manner to impede Declarant's development of the Lots or Common Areas.

5.3 EASEMENT FOR UPKEEP. The Declarant hereby reserves unto itself and hereby grants to the Association, the managing agent and any other persons authorized by the Board of Directors, in the exercise and discharge of their respective powers and responsibilities, the right of access over and through any portion of the Property for purposes of upkeep of the Property, including, without limitation, the right to make inspections, correct any condition originating in a Lot or in the Common Areas threatening another Lot or the Common Areas, correct drainage, perform installations or upkeep of utilities, landscaping, retaining walls or other improvements located on the Property for which the Association is responsible for upkeep, or correct any condition which violates this Declaration. The agents, contractors, officers and directors of the Association may also enter any portion of the Property (excluding any improvement) in order to utilize or provide for the upkeep of the areas subject to easements granted in this Article to the Association. Each Owner shall be liable to the Association for the cost of all upkeep performed by the Association and rendered necessary by any act, neglect, carelessness or failure to comply with this Declaration for which such Owner is responsible pursuant to this Declaration, and the costs incurred by the Association shall be assessed against such Owner's Lot in accordance with Article VIII hereof.

5.4 EASEMENT FOR SUPPORT. To the extent that any portion of the Property now or hereafter supports or contributes to the support of any other portion of the Property, the

former is hereby burdened with an easement for the lateral and subjacent support of the latter.

5.5 **EASEMENT AND EMERGENCY ACCESS.** The Declarant, on behalf of itself and its successors and assigns, hereby reserves unto itself and grants an easement to: (1) all police, fire, ambulance and other rescue personnel over and through all or any portion of the Property for the lawful performance of their functions during emergencies; and (2) the Association, over and through all Lots, if emergency measures are required in any Lot to reduce a hazard thereto or to any other portion of the Property. The Association is hereby authorized, but not obligated, to take any such measures.

5.6 **EASEMENT FOR USE OF COMMON AREAS.** The Declarant hereby reserves unto itself, for so long as the Declarant is engaged in development or sales, or activities related thereto anywhere on the Property or the Declarant is an Owner and to each Owner and each person lawfully occupying a Lot, a non-exclusive right and easement of use and enjoyment in common with others of the Common Areas, provided, however, that the Declarant shall have the same right and easement of use as the other Owners. Such right and easement of use and enjoyment shall be appurtenant to each Lot, whether or not mentioned in the deed thereto. Any purported conveyance or other transfer of such rights and easements apart from the Lot to which such rights and easements are appurtenant shall be void.

5.7 **VEHICLE AND PEDESTRIAN ACCESS.** The Declarant hereby reserves unto itself for so long as Declarant is engaged in development or sales, or activities related thereto anywhere on the Property, and hereby grants to each other Owner and each person lawfully occupying a Lot a non-exclusive easement over all streets, walks and paths on the Common Areas for the purpose of vehicular or pedestrian access, ingress and egress, as appropriate, to any portion of the Property to which such person has the right to go, subject to any Rules and Regulations promulgated by the Association pursuant to this Declaration. Any purported conveyance or other transfer of such rights and easements apart from the Lot to which such right and easement are appurtenant shall be void.

5.8 **LIMITATIONS.** The rights and easements of enjoyment created hereby shall be subject (in addition to any easements granted or reserved in this Declaration or pursuant to the Articles of Incorporation and By-Laws of the Association) to all rights and powers of the Declarant and the Association when exercised in accordance with the other applicable provisions of such documents, including without limitation the Association's right to regulate the use of the Common Areas, to grant easements across the Common Areas, to dedicate portions of the Common Areas and to mortgage the Common Areas subject to the provisions of this Declaration.

5.9 **SALES OFFICE, ETC.** Nothing contained in this Declaration shall be construed to in any way limit the right of Declarant or Builder to use any Lot owned by Declarant or Builder, respectively, for the purpose of a construction office, sales office, and/or for model and display purposes and for the carrying out of the above activities, and/or storage compound and parking lot for sales, marketing, and construction.

5.10 **FOREST CONSERVATION AND FOREST BUFFER AREAS.** The

Declarant, for itself, its successors and assigns, reserves a non-exclusive easement and right-of-way over any portion of the Community for the purpose of performing any activity related to the Forest Conservation and Forest Buffer Declaration and/or to perform reforestation, afforestation and any other activity which Declarant may deem desirable (collectively, the "forest activities"). The foregoing reservation by Declarant shall specifically include the right of ingress and egress and to conduct forest activities by Declarant (or any of its agents or employees) over any Lot in the Community, irrespective of whether or not the title to the Lot has been transferred to an Owner already residing on the Lot, and if ingress, egress and any forest activities are conducted by Declarant over, on and across a Lot, no prior notice to the Owner shall be required.

5.11 **LOT LINES.** The Declarant, for itself, its successors and assigns, reserves the right to alter, amend, and change any Lot lines or subdivision plat prior to transfer of any Lot pursuant to a recorded subdivision plat. In addition, Declarant reserves the right to alter Lot lines between Lots owned by it at any time. Notwithstanding the foregoing, any of the prior listed changes shall require the written consent of Builder while Builder owns any Lots or has any Lots under contract, which consent shall not be unreasonably withheld.

5.12 **PLAT CHANGES.** 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. Declarant expressly reserves unto itself, the right to make such amendments to any such plat or plats as shall be advisable in their best judgment and as shall be acceptable to public authorities having the right to approval thereof. Notwithstanding the foregoing, amendment to a plat shall require the written consent of Builder while Builder owns any Lots or has any Lots under contract, which consent shall not be unreasonably withheld.

5.13 **RIGHT OF ENTRY FOR ANNE ARUNDEL COUNTY.** The Declarant hereby grants to Anne Arundel County, Maryland and its agents, contractors and employees (collectively the "County") a nonexclusive right of entry over and across all of the private roads and parking areas (collectively the "Traffic Areas") located within the Creekside Village at Tanyard Cove subdivision (the "Subdivision"), for vehicular and pedestrian ingress and egress so that the County can provide curbside collection services for trash and/or recycling to the residents of the Subdivision. Having been designed and constructed for private use, the Traffic Areas were not required to meet the County roadway standards applicable to roads and parking areas intended to be incorporated into the County's public roadway system. In consideration of the County providing trash collection and/or recycling services (if any) even though the roads of the Traffic Areas may not meet County roadway standards, the Association and any owners of any part of the Subdivision hereby (i) waive and release all claims, of whatever kind and nature, that might arise against the County for damage or destruction to pavement, curbs, or structures of any kind located in the Traffic Areas or in the Subdivision, including, without limitation, damage arising from oil, paint, or other liquid spills thereon or therein, if such damage is caused by the operation of trucks or other motor vehicles for curbside collection services, and (ii) further agree to indemnify, defend and hold harmless the County from all such claims, damages, losses and expenses, including reasonable attorney's fees, arising from or relating to the curbside collections. Trucks providing curbside collection services will not collect in Traffic Areas that do not have an adequate "TEE" turn-around or cul-de-sac of the standard dimensions required by

the County roadway standards for County roadways. The right of entry granted herein shall terminate at such time as the County no longer provides collection services described herein. Nothing herein shall be deemed to limit or imply a limitation of any or all defenses of immunity that might otherwise be available to the County.

## **ARTICLE VI** **COMMON AREAS**

6.1 **GRANT OF COMMON AREAS.** The Association shall take title to the Common Areas (which are intended to be owned by the Association) free and clear of all encumbrances, except this Declaration and all other matters of record. The Covenants are hereby imposed upon the Common Areas for the benefit of the Declarant, the Association and the Record Owners, and their respective personal representatives, successors and assigns, to the end and intent that the Association shall have and hold the said Common Areas subject to the reservations set forth in Article V hereof, and to the Covenants herein set forth.

6.2 **MEMBER'S RIGHT OF ENJOYMENT.** Every Member of the Association shall have a non-exclusive right and easement for the use, benefit and enjoyment, in common with others, in and to the Common Areas and such non-exclusive right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the restrictions herein set forth. If ingress or egress to any dwelling is through the Common Areas, any conveyance or encumbrance of such area is subject to such Owner's easement. Except as otherwise permitted by the provisions of this Declaration, the Common Areas shall be retained in its natural state, and no Structure or improvement of any kind shall be erected, placed or maintained thereon. Structures or improvements designed exclusively for community use, shelters, benches, chairs or other seating facilities, fences and walls, walkways, playground equipment, game facilities, drainage and utility structures, grading and planting, may be erected, placed and maintained thereon for the use, comfort and enjoyment of the Members of the Association, or the establishment, retention or preservation of the natural growth or topography of the area, or for aesthetic reasons. No portion of the Common Areas may be used by any Record Owner or Owners for personal vegetable gardens, storage facilities or other private uses.

6.3 **NUISANCE.** No noxious or offensive activity shall be carried on upon the Common Areas nor shall anything be done thereon which will become an annoyance or nuisance to the Community.

### **6.4 MAINTENANCE OBLIGATIONS OF THE ASSOCIATION RELATING TO COMMON AREAS AND THOSE AREAS ADDRESSED IN THE LICENSE AGREEMENT AND MAINTENANCE AGREEMENT.**

(a) The Association shall improve, develop, supervise, manage, operate, examine, insure, inspect, care for, repair, replace, restore and maintain the Common Areas in safe condition, together with any items of personal property placed or installed thereon and any area dedicated to a public or governmental entity if such entity fails to properly maintain such area, as from time to time improved, all at its own cost and expense, and shall levy against each Member of the Association a proportionate share of the aggregate cost and expense required for

the care, maintenance and improvement of the foregoing described areas, which proportionate share shall be determined based on the ratio which the number of Lots owned by the Member bears to the total number of Lots then laid out or established on the Property. The foregoing obligations of the Association shall also include performing, at its own expense, any maintenance of any entrance monuments for the Community, including any such signs located within a public right-of-way or on a Lot. In addition, the Association shall perform lawn care and landscape maintenance of the yards surrounding those Lots with attached single-family dwellings ("Attached Lots"), including mowing, edging, fertilizing, mulching and spring clean-up.

(b) The Association shall also perform those obligations and comply with all provisions as set forth in the License Agreement and Maintenance Agreement, including without limitation, maintenance of the areas described therein and payment of any required insurance for such areas and payment of any bond premiums provided thereunder. In the event the Association fails to perform any of the obligations and/or comply with any provisions of the License Agreement and/or Maintenance Agreement, then the Association and its members shall indemnify the Declarant for any all costs and expenses it may incur, including without limitation, costs the County may charge and Declarant's legal fees.

6.5 **RESTRICTIONS.** The right of each Member of the Association to use the Common Areas shall be subject to the following:

(a) any provision in this Declaration, or pursuant to Rules and Regulations now or hereafter adopted by the Association in accordance with Section 11.10 herein, for the safety, care, maintenance, good order and cleanliness of the Common Areas;

(b) the right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas in a manner designed to promote the enjoyment and welfare of the Members, and in aid thereof to mortgage any of the Common Areas;

(c) the right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosure;

(d) the right of the Association to suspend the voting rights and the rights to use of the Common Areas after notice and a hearing for any period not to exceed sixty (60) days for any infraction of any of the Rules and Regulations of the Association or of this Declaration;

(e) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the Members; and further subject to the written consent of the County; provided, however, that no dedication, transfer, mortgage or determination as to the purposes or as to the conditions thereof, shall be effective unless two-thirds (2/3) of the Class A Members of the Association consent to such dedication, transfer, purpose and conditions;

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

(g) All of the foregoing shall inure to the benefit of and be enforceable by the Association and the Declarant, or either of them, their respective successors and assigns, against any Member of the Association, or any other person, violating or attempting to violate any of the same, either by action at law for damages or suit in equity to enjoin a breach or violation, or enforce performance of any term, condition, provision or Rules and Regulations. Further, the Association and the Declarant shall each have the right to abate summarily and remove any such breach or violation by any Member at the cost and expense of such Member.

6.6 **DELEGATION OF RIGHT OF USE.** Any Member of the Association may delegate its rights to the use and enjoyment of the Common Areas to family members who reside permanently with such Member and to its tenants, contract-purchasers, invitees and guests, all subject to such reasonable Rules and Regulations which the Association may adopt.

6.7 **RULES AND REGULATIONS.** Each Record Owner shall fully and faithfully comply with the Rules and Regulations (as provided in Section 11.10 herein) applicable to use of the Common Areas, as such Rules and Regulations are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas. Further, each Record Owner shall comply with the Covenants imposed by this Declaration on the use and enjoyment of the Common Areas.

## **ARTICLE VII** **ENCROACHMENTS**

If any Structure or any part thereof, as a result of the initial construction and/or settlement and/or shifting of such Structure, encroaches upon an adjoining Lot or Common Area, there shall arise, without the necessity of any further or additional act or instrument, an easement for the encroachment in favor of the encroaching Owner, its heirs, personal representatives, successors and assigns. Such easement shall remain in effect for so long as the encroachment shall exist. The conveyance or other disposition of a Lot shall be deemed to include and convey, or be subject to, any easements arising under the provisions of this Article without specific or particular reference to such easement.

## **ARTICLE VIII** **ASSESSMENTS FOR MAINTENANCE**

8.1 **COVENANT FOR MAINTENANCE ASSESSMENT.** The Declarant for each Lot owned by it within the Property, hereby covenants, and each Record Owner, by acceptance of a deed hereafter conveying any such Lot to it, whether or not so expressed in such deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association (a) in

advance, an annual assessment (the "Annual Assessment") equal to the Member's proportionate share of the sum required by the Association, as estimated by the Board of Directors, for Annual Assessments or charges, and (b) Special Assessments or charges, for capital improvements ("Special Assessments"), such Annual and Special Assessments and charges to be established and collected as hereinafter provided. The Annual and Special Assessments or charges shall be a charge and continuing lien upon each of the Lots against which the assessment is made in accordance with the terms and provisions of the Maryland Contract Lien Act, and this Article VIII shall be construed as a real covenant running with the Land and a contract of a lien under the terms of the said Act. Such assessments or charges, together with interest at a rate of eighteen percent (18%) per annum (unless such rate of interest is not legally allowable in which event the highest rate permitted by law shall be applicable), late charges, costs, and attorneys' fees, as further described in Section 8.8 below, shall also be the personal obligation of the Record Owner holding title to any Lot at the time when the assessment fell due or was payable. The personal obligation for any delinquent assessment or charge, together with interest, costs and reasonable attorneys' fees, however, shall not pass to the Record Owner's successor or successors in title unless expressly assumed by such successor or successors.

**8.2 USE OF ASSESSMENTS.** The assessments and charges levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Community, and in particular for (a) the improvement and maintenance, operation, care, services and facilities related to the use and enjoyment of the Common Areas, including fees paid to any management agent employed by Declarant to manage the Association; (b) the payment of taxes on the Common Areas (except to the extent that proportionate shares of such public charges and assessments on the Common Areas may be levied against all Lots laid out on the Property by the tax collecting authority so that the same is payable directly by the Record Owners thereof, in the same manner as real property taxes are assessed or assessable against the Lots); (c) the payment of insurance premiums on the Common Areas; (d) the costs of repair, replacement and additions to the Common Areas and improvements thereon; (e) the cost of obtaining, planting and thereafter maintaining street trees throughout the Community if required by the County, whether or not such street trees are located in the Common Areas; (f) the costs of utilities and other services which may be provided by the Association for the Community as may be approved from time to time by a majority of the Members of the Association; (g) the cost of labor, equipment, insurance, materials, management and supervision incurred or expended in performing all of the foregoing; (h) the cost of funding all reserves established by the Association, including a general operating excess and a reserve for replacements including reserves for any private retaining walls, private drainage and utility areas, and any maintenance to stormwater management areas; and (i) the costs of any and all obligations of the Association, as provided under Section 6.4 of this Declaration.

**8.3 MAXIMUM ANNUAL ASSESSMENT.**

(a) Until January 1 of the year immediately following the conveyance of the first Lot to a Record Owner, other than the Declarant and Builder, the maximum Annual Assessment for each Lot shall be Nine Hundred Dollars (\$900.00), payable at the rate of Seventy-Five Dollars (\$75.00) monthly subject, however, to Section 8.6 (a).

(b) From and after such date, the maximum Annual Assessment may be increased each year by not more than twenty percent (20%) of the maximum Annual Assessment for the previous year without a vote of the membership of the Association.

(c) From and after such date the maximum Annual Assessment may be increased above the twenty percent (20%) limitation specified in the preceding sentence only by a vote of two-thirds (2/3) of each class of Members of the Association, voting in person or by proxy, at a meeting duly called for such purpose.

(d) The Board of Directors of the Association may fix the Annual Assessment or charges against each Lot at any amount not in excess of the maximum. Subject to the limitations set forth in this Section 8.3, and for the periods therein specified, the Association may change the maximum and the basis of the Assessments fixed by Section 8.3 hereof prospectively for any period provided that any such change shall have the assent of two-thirds (2/3) of each class of Members of the Association, voting in person or by proxy, at a meeting duly called for such purposes.

8.4 **SPECIAL ASSESSMENTS.** In addition to the Annual Assessments authorized above, the Association may levy in any assessment year, a Special Assessment, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on the Common Areas, including fixtures and personal property related thereto, and/or to meet any other deficit of the Association or any emergency or unforeseen expenses of the Association; provided that such Assessment shall first be approved by two-thirds (2/3) of the votes of each class of the Members of the Association, voting in person or by proxy at a meeting duly called for such purpose if the amount of the Special Assessments exceeds twenty-five (25%) of the amount of the Annual Assessment for that particular year.

#### 8.5 **COMMENCEMENT DATE OF ANNUAL ASSESSMENTS.**

(a) The Annual Assessments as to any Lot shall commence on the date that the Lot is conveyed to any person, other than the Declarant or Builder.

(b) Declarant and Builder, and any Lot which the Declarant or Builder owns, shall not be subject to any type of Assessment.

(c) The Annual Assessment as to each Lot shall be paid monthly as provided for in Section 8.3 above, however, subject to the provisions of Section 8.6 (a) hereof.

(d) The due date of any Special Assessment under Section 8.4 hereof shall be fixed in the resolution authorizing such Special Assessment.

#### 8.6 **DUTIES OF THE BOARD OF DIRECTORS.**

(a) Commencing with the first fiscal year of the Association, the Board of Directors shall annually determine the amount of the Annual Assessment, but may do so at more



frequent intervals should circumstances so require. Upon a resolution of the Board of Directors, installments of Annual Assessments may be levied and collected on either an annual, semi-annual, monthly or quarterly basis. Any Member may elect to prepay one or more installments of any Annual Assessment levied by the Association, without premium or penalty.

(b) The Board of Directors shall prepare a pro-forma operating statement ("Budget"), for each fiscal year, which Budget shall be distributed to each Owner not less than thirty (30) days prior to its adoption at an open meeting of the Board of Directors. A copy of the Budget and notice of such Board of Directors' meeting to adopt the Budget shall be given to each Owner. In addition to the notice methods provided by Article III, Section 3. of the By-Laws, notice of such Board of Directors' meeting and a copy of the Budget may be delivered personally, placed in the first class United States mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of notice, by electronic transmission, by posting on the Association's webpage, if any, or by inclusion in the Association's newsletter, if any. In addition to any information required to be included in the Budget in accordance with the HOA Act, the Budget shall contain the amount of the Annual Assessment for each Lot.

(c) The Board of Directors shall also, at the time of distribution of the proposed Budget, prepare a roster of the Lots and the Annual Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice to the Board of Directors. The omission by the Board of Directors, before the expiration of any assessment period, to fix the amount of the Annual Assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article VIII or a release of any member from the obligation to pay the Annual Assessment, or any installment thereof, for that or any subsequent assessment period; but the Annual Assessment fixed for the preceding period shall continue until a new Assessment is fixed. No member may exempt itself from liability for assessments by abandonment of any Lot owned by such member or by the abandonment of such member's right to the use and enjoyment of the Common Areas.

(d) The Association shall, upon demand at any time, furnish to any Record Owner liable for assessments a certificate in writing signed by an officer of the Association setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated as having been paid. A charge not to exceed ten dollars (\$10.00) may be levied in advance by the Association for each certificate so delivered.

8.7 **ADDITIONAL ASSESSMENTS.** Additional assessments may be fixed against any Lot only as provided for in this Declaration. Any such assessments shall be due as provided by the Board of Directors in making any such assessment.

8.8 **NONPAYMENT OF ASSESSMENT.** Any assessment, or portion thereof, not paid within fifteen (15) days after the due date thereof shall be delinquent and shall bear interest from the due date at the rate of eighteen percent (18%) per annum (unless such rate of interest is not legally allowable in which event the highest rate permitted by law shall be applicable), shall

be subject to a late charge of Fifteen Dollars (\$15.00) or ten percent (10%) of the assessment, or portion thereof, whichever is greater, and shall be subject to any collection costs, and attorneys' fees for the collection thereof in an amount not less than twenty percent (20%) of any and all outstanding assessments and charges. Further, the Association shall have the right to declare the entire balance of the assessment and accrued interest thereon to be immediately due and payable. The Association may bring an action at law against the Record Owner personally obligated to pay the same, and/or without waiving any other right, at equity to foreclose the lien against the Lot in the same manner and subject to the same requirements as are specified by the law of Maryland for the foreclosure of mortgages or deeds of trust containing a power of sale or an assent to a decree, and there shall be added to the amount of such assessment the reasonable costs of preparing and filing the complaint of such action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided, late fees and attorneys' fees of not less than twenty percent (20%) of any and all outstanding assessments and charges, to be fixed by the court together with the cost of the action. No Record Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of such Record Owner's Lot.

**8.9 SUBORDINATION OF LIEN TO MORTGAGE.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage(s) or deed(s) of trust now or hereafter placed upon the Lot subject to assessment; provided, however, that the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such future assessment.

**8.10 ENFORCEMENT OF LIEN.** The Association may establish and enforce the lien for any assessment, Annual, Special, or otherwise, pursuant to the provisions of the Maryland Contract Lien Act. The lien is imposed upon the Lot against which such assessment is made. The lien may be established and enforced for damages, interest, costs of collection, late charges permitted by law, and attorneys' fees provided for herein or awarded by a court for breach of any of the covenants herein.

**8.11 EXEMPT PROPERTY.** In addition to any Lot owned by Declarant or Builder, the Common Areas and all Lots owned by the Association or dedicated to and accepted by a public authority and all property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Maryland shall be exempt from the assessments created herein; provided, however, any Lot used for residential purposes shall be subject to assessment.

**8.12 RESERVES FOR REPLACEMENTS.**

(a) The Association shall establish and maintain a reserve fund for repairs and replacements of the Common Areas by the allocation and payment annually to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited with any banking institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or

fully guaranteed as to principal by, the United States of America.

(b) The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider necessary or appropriate. The proportional interest of any Member of the Association in any such reserves shall be considered an appurtenance of such Record Owner's Lot and shall not be separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

8.13 **INITIAL CAPITAL CONTRIBUTION.** At settlement for each initial sale of a Lot and resale of a Lot, the sum equal to the then applicable Annual Assessment shall be collected from each prospective Member of the Association (other than the Declarant and Builder), for the purpose of start-up expenses and operating contingencies.

8.14 **DECLARANT EXEMPTION FROM ASSESSMENTS AND REIMBURSEMENTS.**

(a) As provided in Section 8.5(b) above but subject to the provisions in this Section 8.14, Declarant shall not at any time be subject to nor have any obligation to pay any assessments or other charges levied by the Association for any Lot owned by Declarant. However, Declarant shall loan or otherwise advance funds to cover operating costs for the Common Areas and/or deficits of the Association, which funds shall be reimbursed in by the Association to Declarant until such time as the Transition Meeting (as such term is defined in the By-Laws).

(b) In order to pay the amounts due under Sections 8.14 (a) above, unless Declarant determines otherwise in its sole discretion, the Association shall be responsible for reimbursing in full Declarant for any costs advanced by Declarant for the operation of the Common Areas and/or the funding of the Association expenses which result in operating deficits of the Association. Such reimbursements shall be included as part of the assessments of the Association payable by the Owners. Declarant shall have a lien and security interest in all real and personal property of the Association to secure payment of such sums. The Association shall promptly execute and deliver such notes, agreements and other instruments as may be requested by Declarant to confirm the Association's obligations under this Section 8.14. Any such loans shall be on such terms and at such rates as are commercially reasonable to enable the Association to comply with its obligations under this Declaration. Such loan or loans may be in lieu of, or in addition to, loans obtained by the Association from other parties. These loans shall be represented and secured by one (1) or more promissory notes and mortgages of the Association and may be listed and disclosed as "Loans from Declarant" or similar designation on all annual budgets and year-end financial statements of the Association. Declarant shall have the express right, but not the obligation, to forgive, extend the term or reduce in whole or in part, any amounts due and payable by the Association to Declarant.

**ARTICLE IX**  
**INSURANCE AND CASUALTY LOSSES**

9.1 **TYPES OF INSURANCE MAINTAINED BY ASSOCIATION.** The Board of

Directors shall have the authority to and shall obtain the following types of insurance:

(a) insurance on all insurable improvements on the Common Areas against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief in an amount sufficient to cover the full replacement cost of such improvements in the event of damage or destruction;

(b) a public liability insurance policy covering the Association, its officers, directors and managing agents, having at least a One Million Dollar (\$1,000,000.00) limit per total claims that arise from the same occurrence, including but not limited to liability insurance for the recreational facilities located in the Community, or in an amount not less than the minimum amount required by applicable law, ordinance or regulation;

(c) workers' compensation insurance, if and to the extent required by law; and

(d) fidelity bond or bonds covering all directors, officers, employees and other persons handling or responsible for the funds of the Association, in such amounts as the Board of Directors deems appropriate or as required by law.

#### **9.2 PREMIUMS FOR INSURANCE MAINTAINED BY ASSOCIATION.**

Premiums for all insurance and bonds required to be carried under Section 9.1 hereof or otherwise obtained by the Association on the Common Areas shall be an expense of the Association, and shall be included in the Annual Assessments. Premiums on any fidelity bond maintained by a third party manager shall not be an expense of the Association.

#### **9.3. DAMAGE AND DESTRUCTION OF COMMON AREAS.**

(a) Immediately after any damage or destruction by fire or other casualty to all, or any part of the insurable improvements on the Common Areas, the Board of Directors, or its agent, shall proceed with the filing and adjustment of all claims arising under the fire and extended coverage insurance maintained by the Association and obtain reliable estimates of the cost of repair or reconstruction of the damaged or destroyed improvements. Repair or reconstruction means repairing or restoring the improvements to substantially the same condition in which they existed prior to the fire or other casualty.

(b) Any damage or destruction to insurable improvements on the Common Areas shall be repaired or reconstructed unless at least seventy-five percent (75%) of the Members present at a meeting of the membership held within ninety (90) days after the casualty shall decide not to repair or reconstruct.

(c) If, in accordance with subsection (b), the improvements are not to be repaired or reconstructed and no alternative improvements are authorized by the Members, then and in that event the damaged Common Areas shall be restored to its natural state and maintained as an undeveloped portion of the Common Areas by the Association in a neat and attractive condition. In such event, any excess insurance proceeds shall be paid over to the Association for the benefit of the Property, which proceeds may be used and/or distributed as

determined by the Board of Directors, in its discretion, or as otherwise provided in the Articles of Incorporation and/or the By-Laws of the Association.

9.4 **REPAIR AND RECONSTRUCTION OF COMMON AREAS.** If any improvements on the Common Areas are damaged or destroyed, and the proceeds of insurance received by the Association are not sufficient to pay in full the cost of the repair and reconstruction of the improvements, the Board of Directors shall, without the necessity of a vote of the Members, levy a Special Assessment against all Record Owners in order to cover the deficiency in the manner provided in Article VIII hereof. If the proceeds of insurance exceed the cost of repair, such excess shall be retained by the Association and used for such purposes as the Board of Directors shall determine.

9.5 **HAZARD INSURANCE ON IMPROVED LOTS.** Each Record Owner of an improved Lot at all times shall maintain fire and extended coverage insurance or other appropriate damage and physical loss insurance, in an amount equal to not less than one hundred percent (100%) of the current replacement value of the improvements on the Lot.

9.6 **OBLIGATION OF LOT OWNER TO REPAIR AND RESTORE.**

(a) In the event of any damage or destruction of the improvements on a Lot, the insurance proceeds from any insurance policy on an improved Lot, unless retained by a Mortgagee of a Lot, shall be applied first to the repair, restoration or replacement of the damaged or destroyed improvements. Any such repair, restoration or replacement shall be completed in accordance with the plans and specifications for such improvements originally approved by the Association; unless the Record Owner desires to construct improvements differing from those so approved, in which event the Record Owner shall submit plans and specifications for the improvements to the Association and obtain its approval prior to commencing the repair, restoration or replacement. If any Mortgagee does not permit insurance proceeds to be used to restore any damaged or destroyed improvements, then the Record Owner of such Lot shall raze the improvements and return the Lot to its natural condition free of all debris.

(b) If any Record Owner of an improved Lot fails to maintain the insurance required by Section 9.5 of this Article, the Association may, but shall not be obligated to, obtain such insurance and pay any premiums required in connection with obtaining such insurance. Such Record Owner shall be personally liable to the Association for any costs incurred by the Association in obtaining such insurance, to the same extent as such Record Owner is liable for assessments levied against its Lot, and, upon the failure of the Record Owner to pay such costs within ten (10) days after such Record Owner's receipt of a written demand therefor from the Association, the Association may establish a lien therefor upon the Record Owner's Lot in accordance with and subject to the provisions of this Declaration applicable to an assessment lien.

**ARTICLE X**  
**RIGHTS OF MORTGAGEES**

**10.1 GENERAL.**

(a) Regardless of whether a Mortgagee in possession of a Lot is its Record Owner, (i) such Mortgagee in possession shall have all of the rights under the provisions of this Declaration, the Plat, the Articles of Incorporation, the By-Laws and applicable law, which would otherwise be held by such Record Owner, subject to the operation and effect of anything to the contrary contained in its Mortgage, and (ii) the Association and each other Record Owner or person shall be entitled, in any matter arising under the provisions of this Declaration and involving the exercise of such rights, to deal with such Mortgagee in possession as if it were the Record Owner thereof.

(b) Any Mortgagee in possession of a Lot shall (subject to the operation and effect of the provisions of this Declaration, the Articles of Incorporation, the By-Laws and applicable law) bear all of the obligations under the provisions thereof which are borne by its Record Owner; provided, that nothing in the foregoing provisions of this Section shall be deemed in any way to relieve any Owner of any such obligation, or of any liability to such Mortgagee on account of any failure by such Record Owner to satisfy any of the same.

**ARTICLE XI**  
**MISCELLANEOUS PROVISIONS**

11.1 **TERM.** This Declaration shall run with the land and shall be binding for a period of thirty (30) years from the date this Declaration is recorded, after which time this Declaration shall automatically be extended for successive periods of ten (10) years each unless and until an instrument has been recorded, by which this Declaration, in whole or in part, is amended, modified or revoked pursuant to the provisions of Section 11.9 hereof.

**11.2 ENFORCEMENT.**

(a) In addition to remedy set forth in Section 11.2 (b) below, enforcement of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages, or both.

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

The Board of Directors shall determine where there is probable cause that any of the provisions of this Declaration, the By-Laws, Articles of Incorporation or the Rules and Regulations of the Association regarding the use of the Lots or Common Areas are being or have

been violated under Article II hereunder. In the event that the Board of Directors determines an instance of such probable cause exists, the Board of Directors shall provide written notice to the Owner of the Lot if the Owner or if a person other than an Owner who is an occupant, invitee or guest of Owner is the violator, of the specific nature of the alleged violation and the opportunity for a hearing before the Board of Directors, upon a request made by the Owner within five (5) days' from the date of sending of the notice. The notice shall also specify that a fine of One Hundred Dollars (\$100.00) shall apply to a one-time violation and for each day thereafter the violation exists, an additional fine equal to twenty-five dollars (\$25.00) per day shall apply. The notice shall also specify that in lieu of requesting a hearing, the Owner or other party who is the violator may respond to the notice within five (5) days' from the date of the notice acknowledging in writing that the violation occurred as alleged and promising that he will henceforth cease and it will not recur, and provided there is full performance in accordance therewith, it shall terminate the enforcement activity of the Association with regard only to that particular violation; provided, however, it shall be within the sole discretion of the Board of Directors whether full performance has been accomplished.

If a hearing is timely requested, the Board of Directors shall hold the hearing at which time it shall hear any and all evidence to support and evidence and defenses to the charges, including any witnesses that the Owner or alleged violator or the Board of Directors may wish to produce. Any party at the hearing may be represented by counsel.

Subsequent to any hearing, or if no hearing is timely requested or no timely acknowledgement, promise and/or full performance is made which is accepted by the Board of Directors (in its sole discretion), the Board shall determine whether there is sufficient evidence of a violation or violations. If the Board of Directors determines in its sole and absolute discretion that there is sufficient evidence, it may levy a fine against the Owner for each violation in the amounts provided above.

Nothing herein shall be construed as a prohibition or limitation of the right(s) of the Association to pursue any other means of enforcement of the provisions of this Declaration, the By-Laws, Articles of Incorporation or Rules and Regulations, including, but not limited to, legal action for damages or injunctive relief and recover of all costs and attorneys' fees.

(c) In acquiring title to any Lot in the Community, the purchaser or purchasers violating or attempting to violate any covenant, agree to reimburse the Association and/or any Record Owners for all costs and expenses for which it or they may incur as a result of the said violation or attempted violation, including but not limited to, court costs and attorneys' fees.

(d) These Covenants shall inure to the benefit of and be enforceable by the Association or by the Record Owner(s) of any land included in the Community and their respective legal representatives, successors and assigns, and all persons claiming by, through or under them. Further, the Covenants shall bind every Lot and Owner thereof and successors in interest of each such Owner.

(e) Notwithstanding the foregoing, neither the Association nor any person

acting or purporting to act on its behalf shall (a) file or otherwise commence, or prosecute, in any jurisdiction whatsoever, any (i) civil, criminal or administrative proceeding in or with any court or administrative body or officer, or (ii) appeal of or objection to any decision or other action made or taken by any court or administrative body or officer, in any judicial or administrative proceeding, or (b) testify or submit evidence (except where required by law, subpoena or formal order of such court, administrative body or officer), or otherwise take a formal position on any issue under consideration, in any such proceeding or appeal, in all cases until such action is approved in writing by, or by the vote of, both (i) Members entitled to cast at least seventy-five percent (75%) of the votes held by all Owners other than the Class B Members, and (ii) (if such action would be taken during the Development Period), the votes of the Class B Members holding at least seventy-five percent (75%) of the votes. Nothing in this subsection shall apply to a civil or administrative proceeding which the Association commences or prosecutes with a court or administrative body or officer (a) to collect an Assessment, or enforce or foreclose a lien securing an Assessment, (b) otherwise to enforce the Association's rights or another person's obligations under the Declaration, By-Laws or Articles of Incorporation on account of a default or under any other provision of such documents, or (c) any action taken by the Declarant at any time.

11.3 **NO WAIVER.** The failure or forbearance by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

11.4 **INCORPORATION BY REFERENCE ON RESALE.** In the event any Record Owner sells or otherwise transfers any Lot, any deed purporting to effect such transfer shall be deemed to contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and liens set forth in this Declaration, whether or not the deed actually so states.

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

11.6 **NO DEDICATION TO PUBLIC USE.** Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Areas by any public or municipal agency, authority or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the Common Areas.

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

11.8 **CAPTIONS AND GENDERS.** The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires,



the male shall include all genders and the singular shall include the plural.

#### 11.9 AMENDMENT.

(a) Declarant shall have the unilateral right, power and authority to amend, modify, revise or change any of the terms or provisions of this Declaration, the Association's By-Laws, or the Association's Articles of Incorporation during the Development Period and in order to accomplish any such amendment, each Owner (other than Builder) and any lienholder(s) of a Lot (other than a lienholder of a Lot owned by Declarant) appoint Declarant as their power of attorney to execute any such amendment provided that Builder's written consent to such amendment, modification, revision or change shall be required while the Builder owns any Lots, has any Lots under contract or has any outstanding warranty obligations, however Builder's consent cannot be unreasonably withheld, delayed or conditioned. THIS SPECIAL POWER OF ATTORNEY SHALL BE IRREVOCABLE AND COUPLED WITH AN INTEREST. In addition, during the Development Period, this Declaration may be amended by an instrument in writing, signed and acknowledged by the Declarant, Builder (provided Builder owns any Lots and/or has any Lots under contract at such time and/or has any outstanding warranty obligations for any of the Lots) as well as by the President or Vice-President and Secretary or Assistant Secretary of the Association, after approval of the amendment by at least two-thirds (2/3) of the Class A Members at a meeting of the Association duly called for such purpose.

(b) Following the Development Period, this Declaration may be amended by an instrument in writing, signed and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Association with the approval of at least two-thirds (2/3) of the Class A Members of the Association at a meeting of the Association duly called for such purpose, provided such amendment does not affect any right or obligation of the Declarant or Builder without the prior written consent of Declarant or Builder, as applicable, which may be withheld in Declarant's and/or Builder's sole discretion.

(c) An amendment which requires approval of the Class A Members as provided herein shall be effective when executed by the President or Vice-President and Secretary or Assistant Secretary of the Association who shall certify that the amendment has been approved in accordance with the provisions hereof and provided that any written consent by Declarant and/or Builder which is required above has been obtained. For the purpose of recording the amendment, each Owner hereby grants to the President or Vice-President and Secretary or Assistant Secretary of the Association an irrevocable power of attorney to act for and on behalf of each and every Owner (other than Declarant and Builder) in certifying, executing and recording said instrument.

(d) No amendment to this Declaration may be made which affects the License Agreement or Maintenance Agreement nor any portion of Section 6.4 (b) hereunder without the prior written consent of Declarant and the County.

(e) Any amendment to this Declaration shall be recorded in the Land Records of the County. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording.

**11.10 RULES AND REGULATIONS.**

(a) The Board of Directors shall have the power to adopt and amend rules and regulations ("Rules and Regulations") regarding the use of the Common Areas, Lots or other matters as to which the Board of Directors is expressly granted such power by this Declaration, which shall be binding on each Owner, provided such Rules and Regulations are adopted in accordance with the provisions of this Article.

(b) The Board of Directors shall mail written notice to each of the Members of the Association setting forth the proposed Rules and Regulations at least twenty (20) days prior to its adoption. Such notices shall be mailed to the address of each Member as shown on the most current membership roster of the Association.

(c) The adoption or amendment of Rules and Regulations shall require the vote of two-thirds (2/3) of the directors present at a meeting of the Board of Directors.

(d) Notwithstanding anything to the contrary contained herein, in no event may any Rules and Regulations be adopted and/or amended by the Board of Directors without Declarant's and Builder's prior written consent during the Development Period.

[Signatures on following page]

WITNESS the hand and seal of the Declarant hereto on the day hereinabove first written as evidence that this Declaration is executed under seal.

WITNESS/ATTEST:

DECLARANT:

ATAPCO SYMPHONY VILLAGE LLC

By: Atapco Properties, Inc., Its Managing Member

By: [Signature] (SEAL)  
Kevin McAndrews, President

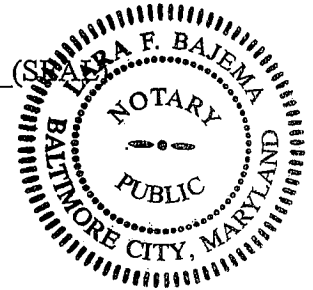
STATE OF MARYLAND, CITY/COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY that on this 20 day of December, 2012, before, me, the subscriber, a Notary Public of the State of Maryland, personally appeared Kevin McAndrews, President of Atapco Properties, Inc., the Managing Member of ATAPCO SYMPHONY VILLAGE LLC, the Declarant named in the foregoing Declaration, and being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of the said Declarant.

AS WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public

My Commission Expires: 10-6-2015



CERTIFICATION

The undersigned hereby certifies that the above instrument has been prepared by or under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland.

A handwritten signature in black ink, appearing to be 'Rachel M. Hess', written over a horizontal line.

Rachel M. Hess, Esq.

## Exhibit "A"

DESCRIPTION OF THE PROPERTY SUBJECTED TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

A portion of that real property situate and lying in the Third (3rd) Election District of Anne Arundel County, Maryland, Tax Map 10, Block 11, Parcel 44, and more fully described as follows:

Lots.

Lot numbers 1 through and including 266, all as shown on the Plats entitled, "CREEKSIDE VILLAGE AT TANYARD COVE RESIDENTIAL SECTION '1' PLANNED UNIT DEVELOPMENT", recorded or intended to be recorded among the Land Records of Anne Arundel, Maryland as Plat Nos. 16511 - 16522.

Common Areas.

The areas designated as "RECREATION AREA 'A' 588,520 S.F. 13.5106 AC.", "OPEN SPACE 'A' 209,808 S.F. 4.8165 AC.", "OPEN SPACE 'B' 34,823 S.F. 0.7994 AC.", "OPEN SPACE 'C' 36,051 S.F. 0.8276 AC.", "OPEN SPACE 'D' 11,945 S.F. 0.2742 AC.", "OPEN SPACE 'E' 26,242 S.F. 0.6024 AC.", "OPEN SPACE 'F' 4,955 S.F. 0.1137 AC.", "OPEN SPACE 'G' 3,666 S.F. 0.0842 AC.", "OPEN SPACE 'P' 27,690 S.F. 0.6357 AC.", "OPEN SPACE 'U' 34,633 S.F. 0.7951 AC.", as well as those private roadways designated as "FOXWOOD DRIVE (50' PRIVATE R/W)", "FOX RIVER HILLS WAY (VARIABLE WIDTH PRIVATE R/W)", "MEADOWGATE DRIVE (50' PRIVATE R/W)", "WILLOW BEND DRIVE (VARIABLE WIDTH PRIVATE R/W)", "TRAILVIEW CROSSING (58' PRIVATE R/W)", "ROAD C (VARIABLE WIDTH PRIVATE R/W)", "ROAD D (72' PRIVATE R/W)", and "RAVENWOOD DRIVE (65' PRIVATE R/W)", as shown on the Plats entitled "CREEKSIDE VILLAGE AT TANYARD COVE RESIDENTIAL SECTION '1' PLANNED UNIT DEVELOPMENT", recorded or intended to be recorded among the Land Records of Anne Arundel, Maryland as Plat Nos. 16511 - 16522.

EXHIBIT B  
LICENSE AGREEMENT

## **LICENSE AGREEMENT**

**THIS AGREEMENT**, made this 7th day of December, 2012, by and between **ANNE ARUNDEL COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland (the "County") and Atapco Symphony Village, LLC, a Maryland limited liability company (the "Licensee").

**WHEREAS**, the County owns or will own certain rights-of-way at Creekside Village Blvd and Oakcreek Drive in Anne Arundel County, Maryland (the "Property"); and

**WHEREAS**, the Licensee has requested to locate an entry sign ("Sign") or structure ("Structure") or facility ("Facility") on the Property, described on attached **Exhibit A**, at the location(s) shown on **Exhibit B**, attached hereto and made a part hereof (the "Licensed Site"); and

**WHEREAS**, the County is willing to allow the Licensee to use the Licensed Site for a Sign or Structure or Facility, provided that the Licensee adheres to all requirements of Anne Arundel County Code ("Code"), the County Standards for Gatehouses, Fences and Special Community Signs Within a County Right-of-Way ("Standards"), the Design Manual ("Manual"), and the County's Standard Specifications and Details for Construction ("Specifications"), copies of which are available from the County Office of Planning and Zoning, 2664 Riva Road, Annapolis, Maryland 21401, the receipt or review of which is hereby acknowledged, and the terms of which are incorporated herein by reference;

**NOW, THEREFORE, WITNESSETH**, that for and in consideration of the mutual promises and covenants contained herein, the parties hereby covenant and agree as follows:

1. A. The County does hereby grant a non-exclusive license to the Licensee for the Licensed Site for the sole purpose of allowing the Licensee to provide, construct, install, repair, replace and maintain a Sign or Structure or Facility in accordance with the Code, Standards, Manual, and Specifications, as set forth hereinabove. The Licensee shall make no other use of the Licensed Site.

B. The Licensee accepts the Licensed Site in the condition in which it may then be, and waives any right or claim against the County arising out of the Licensed Site, including the improvements thereon, the appurtenances thereto, and the equipment thereof. The County makes no warranties or representations concerning the condition or safety of the Licensed Site. The Licensee shall use the Licensed Site at its own risk. The Licensee understands and agrees that it shall not interfere in any way with the County's use of the Licensed Site.

C. In the construction, installation, and maintenance of the Sign or Structure or Facility, the Licensee shall comply with all provisions of this Agreement, the Code, the Standards, the Manual, the Specifications, and any permits, plats, or site plans issued by the County. Failure to comply with any of the above shall be grounds for immediate termination of this Agreement by the County.

D. This License shall begin on December 07, 2012 and shall continue until terminated by either party as set forth herein.

2. The Licensee shall provide, construct, or install the Sign or Structure or Facility within one year of the date of this Agreement, except that the Planning and Zoning Officer, at his/her sole discretion, may grant one extension, for no more than six months, if

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the said construction or installation cannot be accomplished within one year because of construction time frames or other obstacles. Immediately after construction or installation of the Sign or Structure or Facility, the Licensee shall request the County to make an inspection of the construction or installation.

3. The Licensee shall pay all fees as may be required by the Code. There shall be no other fee for this Agreement.

4. The Licensee shall provide security for the construction, installation, and maintenance obligations for the Sign or Structure and use of the Licensed Site arising under this Agreement, the Code, Standards, Manual, and Specifications. The security shall be in an amount equal to the amount of the approved cost estimate, as follows:

(A) certified or cashier's check no. N/A in the amount of \$ N/A

and attached to this Agreement; or

(B) an irrevocable letter of credit from a financial institution acceptable to the Controller in the amount of \$ N/A and attached to this Agreement; or

(C) a performance bond in the amount of Two Hundred Thousand Dollars (\$200,000.00) executed by the Licensee and a corporate surety authorized to do business in this State, and attached to this Agreement.

(D) upon County approval of completion of any construction permitted pursuant to this Agreement, and provided that any maintenance requirement is satisfied pursuant to this paragraph 4, the Licensee may assign all of its rights, duties and obligations as permitted pursuant to paragraph 7 of this Agreement, whereupon the Licensee shall be relieved from any further maintenance duties and obligations pursuant to this Agreement.

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5. As a condition of this Agreement, the Licensee shall maintain the Sign or Structure or Facility. Such maintenance shall be subject to review and approval by the County. If the County finds the maintenance unacceptable, the Licensee, upon demand by the County, shall take all actions necessary to meet the County's requirements. The Licensee's failure to take such action within thirty (30) days of notice by the County will result in termination of this Agreement and will require the Licensee, at Licensee's sole expense, to remove the Sign or Structure or Facility and restore the Licensed Site, and any other part of the Property that has been disturbed in any way, to its original condition or a condition acceptable to the County's Department of Inspections and Permits ("Department").

6. In the event that either party determines the Sign or Structure or Facility installed by the Licensee must be relocated or removed because of work by the County, the Licensee, or other lawful occupants of the Property, the Licensee shall relocate or remove the Sign or Structure and shall be solely responsible for all expenses associated with such relocation or removal.

7. The Licensee may not assign or transfer all or any part of its interest in this License or the Licensed Site without the express written consent of the County, except that an assignment to a Homeowner's Association ("HOA") as provided herein shall be permitted. Consent to assign or transfer all or any part of its interest in this License or the Licensed Site to any party other than an HOA may be granted or withheld by the County in its sole and absolute discretion. Assignment of Licensee's rights, duties and obligations under this Agreement (including but not limited to maintenance and insurance obligations) to an HOA is permitted without the County's consent provided: (a) the County has finally

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approved the completion of the improvements authorized by this Agreement, (b) the Licensee notifies the County in writing prior to the assignment, (b) the HOA is authorized to enforce recorded restrictive covenants ("Covenants") that require all lot owners to be members of the HOA and obligated to pay annual assessments, and (c) the Covenants subject the HOA to the legal operation and effect of this Agreement and require the annual assessments to be used to satisfy the maintenance and insurance obligations imposed by this Agreement. Upon an assignment to an HOA as provided herein, the Licensee is released from any further duty or obligation under this Agreement.

8. The Licensee shall purchase and maintain during the term of this Agreement Comprehensive Liability Insurance with liability limits of at least One Million Dollars (\$1,000,000.00) combined single limit on an occurrence basis covering all premises and operations and including Personal Injury, Independent Contractor, and Contractual Liability. The Licensee shall provide the County with Certificates of Insurance evidencing the coverage required herein. The Certificates of Insurance shall name the County, and its agents, servants, and employees as additional insureds under the Comprehensive Liability and Comprehensive Business Automobile policies of insurance for the work performed hereunder. The Certificates of Insurance shall provide that the County be given at least thirty (30) days notice of any cancellation or intent not to renew or any material change in coverage. The Licensee must provide the Certificates of Insurance before commencing any activity under this Agreement. The Licensee acknowledges that the provision of insurance required herein does not relieve the Licensee of any responsibilities or obligations by the Licensee under this Agreement or for which the Licensee may be liable by law or otherwise.

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9. The County shall not be liable to the Licensee or to any other person whatsoever for any damages or injury from any cause whatsoever, except as otherwise provided by law. The Licensee agrees and shall indemnify, defend and save the County harmless from and against any liability and all claims of whatever nature arising from any act or omission of the Licensee, or its contractors, licensees, agents, servants, invitees, or employees, or arising from any accident, injury or damage whatsoever caused to any person or to the property of any person or property occurring in, on, or about the Licensed Site or any part thereof or outside the Licensed Site, where such accident, damage, or injury results, or is claimed to have resulted from, an act or omission on the part of the Licensee or Licensee's contractors, licensees, agents, servants, invitees, or employees. This indemnification shall include all costs, expenses, and liabilities incurred in connection with any claim or proceeding, including any expense of investigation and defense.

10. For the purposes of this Agreement, notice by one party to the other shall be sent via first-class mail, postage prepaid, as follows:

**To:** ANNE ARUNDEL COUNTY  
DEPARTMENT OF PUBLIC WORKS  
2662 Riva Road  
Annapolis, MD 21401

**with a COPY to:** ANNE ARUNDEL COUNTY  
OFFICE OF LAW  
2660 Riva Road  
Annapolis, MD 21401

**To LICENSEE:** Atapco Symphony Village, LLC  
Atapco Properties  
10 E. Baltimore Street, #1501  
Baltimore, MD 21211  
Attention: Ron Snyder

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with COPY to:

Atapco Symphony Village, LLC \_\_\_\_\_

Atapco Properties \_\_\_\_\_

10 E. Baltimore Street, #1501

Baltimore, MD 21211

Attention: Jeff McCormack \_\_\_\_\_

11. This Agreement shall be governed by and interpreted in accordance with the Laws of the State of Maryland. Any action brought by or between the parties shall vest jurisdiction and venue exclusively in Anne Arundel County, Maryland.

12. In addition to the terms of this Agreement, the Licensee is bound by all terms and conditions of the Code, Standards, Manual, and Specifications. Any failure to comply with all terms and conditions of the Code, Standards, Manual, Specifications, or this Agreement constitutes a default under this Agreement and shall result in a forfeiture of the security. In the event that the security is diminished or depleted by the Licensee's failure to perform or by forfeiture under the terms of this Agreement, the County, at the County's sole discretion, may require the replenishment of the security to an amount equal to that specified in numbered Paragraph 4 of this Agreement.

13. If the Licensee or Licensee's successors in interest, after reasonable notice, fail to correct any violation of the Code, Standards, Manual, Specifications, or this Agreement, the County may perform or cause to be performed the work necessary to correct the violation. The forfeited security may be used to complete the work and, if the County's costs in completing the work are greater than the amount of the security, the excess costs shall constitute a lien on the property.

14. The Licensee shall provide access to the Property during the County's normal  
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business hours for inspection by the County or its agents or contractors, who may enter upon the Licensed Site at all reasonable times to inspect, install, construct, or maintain the Sign or Structure, or to otherwise ensure compliance with the terms of the Code, Standards, Manual, Specifications, or this Agreement. In the event that the Licensee or Licensee's successors fail to ensure compliance or are in default under this Agreement, the County may enter upon the Licensed Site at any reasonable time for the purpose of removing the Sign or Structure.

15. This Agreement shall survive the execution of any deed, contract, or agreement by the Licensee or any person with an interest in the property and the conveyance of any interest in the property shall not merge therein.

16. This Agreement shall bind upon and run with the land subject to this Agreement as a covenant.

17. This Agreement shall Endure to the benefit of the parties and their heirs, personal representatives, legal representatives, successors, and assigns, as appropriate.

18. This Agreement contains the full and final agreement between the parties and no other matter or term, unless in writing and duly executed by the parties, shall be considered as part of this Agreement.

19. The Licensee warrants that all Licensees or parties affected by or subject to this Agreement have signed below and have joined in this Agreement.

20. The parties hereto agree that this Agreement constitutes a contract under seal and that they intend the twelve (12) year statute of limitations period as set forth in Maryland Code Annotated, Courts & Judicial Proceedings Article §5-102 to apply to this Agreement.

21. At all times during the term of this Agreement, or any renewal, the Licensee shall not discriminate in its use of the Licensed Site against any person or group of persons because of the race, creed, color, sex, age, handicap, national origin, or ancestry of such person or group of persons.

22. A. Each of the following events shall constitute a default of this Agreement ("Default"):

(1) the Licensee's failure to pay any sums herein specified within ten (10) calendar days after receipt of written notice of said default of the date such fee or sums are due; or

(2) the Licensee's failure to perform or comply with any provisions of this Agreement and such failure continues for a period of thirty (30) calendar days after written notice to the Licensee.

B. In the event of Default, the County may immediately terminate this Agreement upon written notice to the Licensee, and remove, or require Licensee to remove, the Sign or Structure from the Licensed Site, without prejudice to any other remedy which the County might be entitled to pursue.

C. Either party may terminate this Agreement, without cause, upon sixty (60) days written notice to the other party.

D. At the termination of this Agreement, the Licensee shall remove its Sign or Structure from the Licensed Site and shall ensure that the Licensed Site is in the same condition as at the beginning of the term of this Agreement, except for reasonable wear and tear.

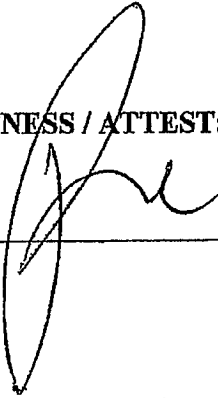
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23. No waiver by the County of any provision of this Agreement shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by the Licensee of the same, or any consent or approval shall not be deemed to render unnecessary the obtaining of the County's consent to or approval of any subsequent act by the Licensee whether or not similar to the act so consented to or approved.

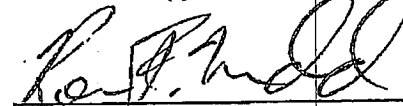
24. In the use of the Licensed Site under this Agreement, the Licensee shall act solely as an independent contractor, and nothing contained in or implied by this Agreement shall be construed at any time to create any other relationship between the County and the Licensee, including employer and employee, partnership, principal and agent, or joint Venturer.

**IN WITNESS WHEREOF**, the parties to this Agreement set their hands and Seals on the date shown above.

**WITNESS / ATTEST:**



**LICENSEE(s):**



(SEAL)

Name: Kevin McAndrews

Title: President

**ANNE ARUNDEL COUNTY, MARYLAND**

By: \_\_\_\_\_ (SEAL)

John Hammond Chief Administrative Officer  
for John R. Leopold, County Executive



APPROVED FOR FORM AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_ Date: \_\_\_\_\_ Office of Law

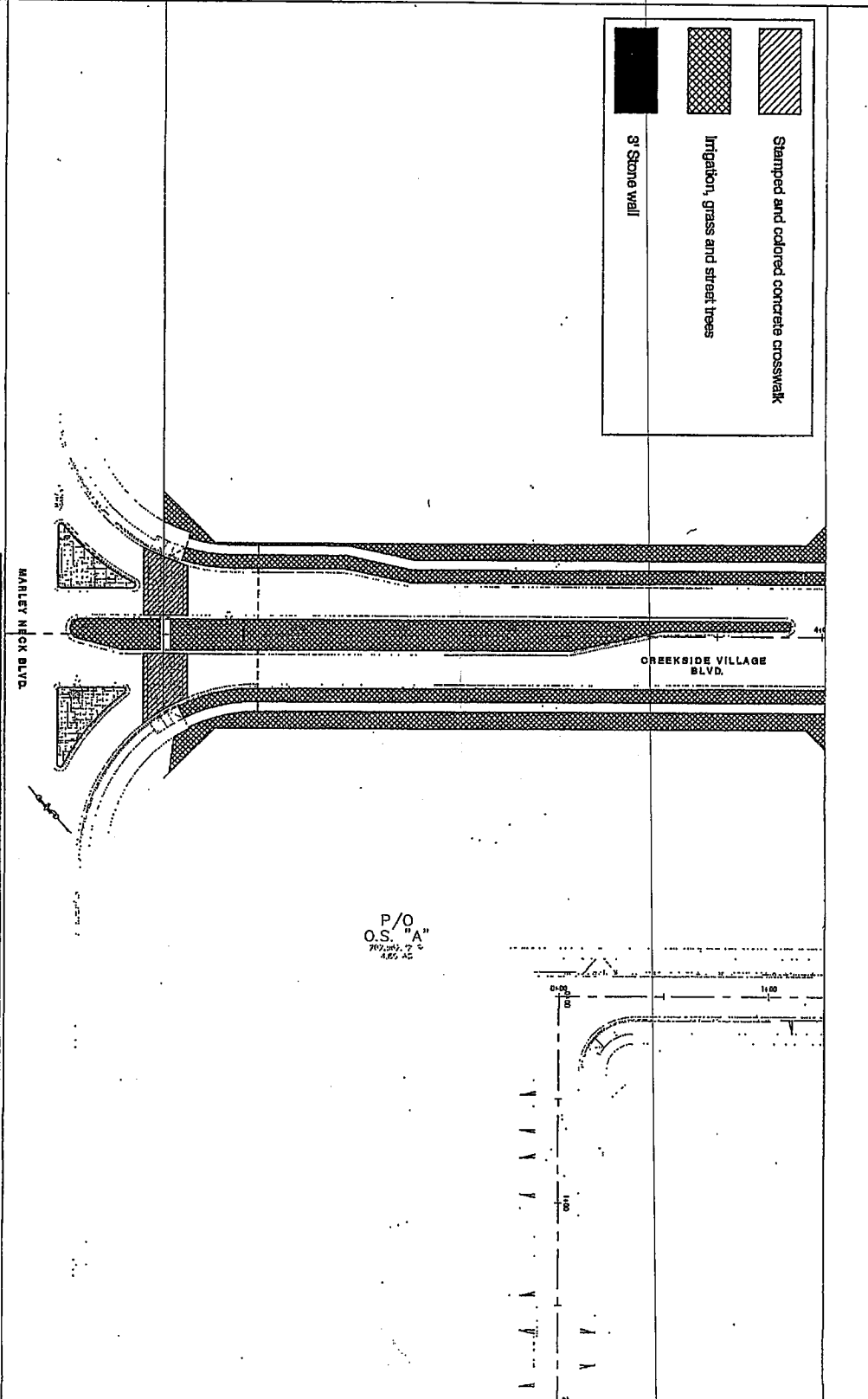
### **Exhibit #A-License Agreement**

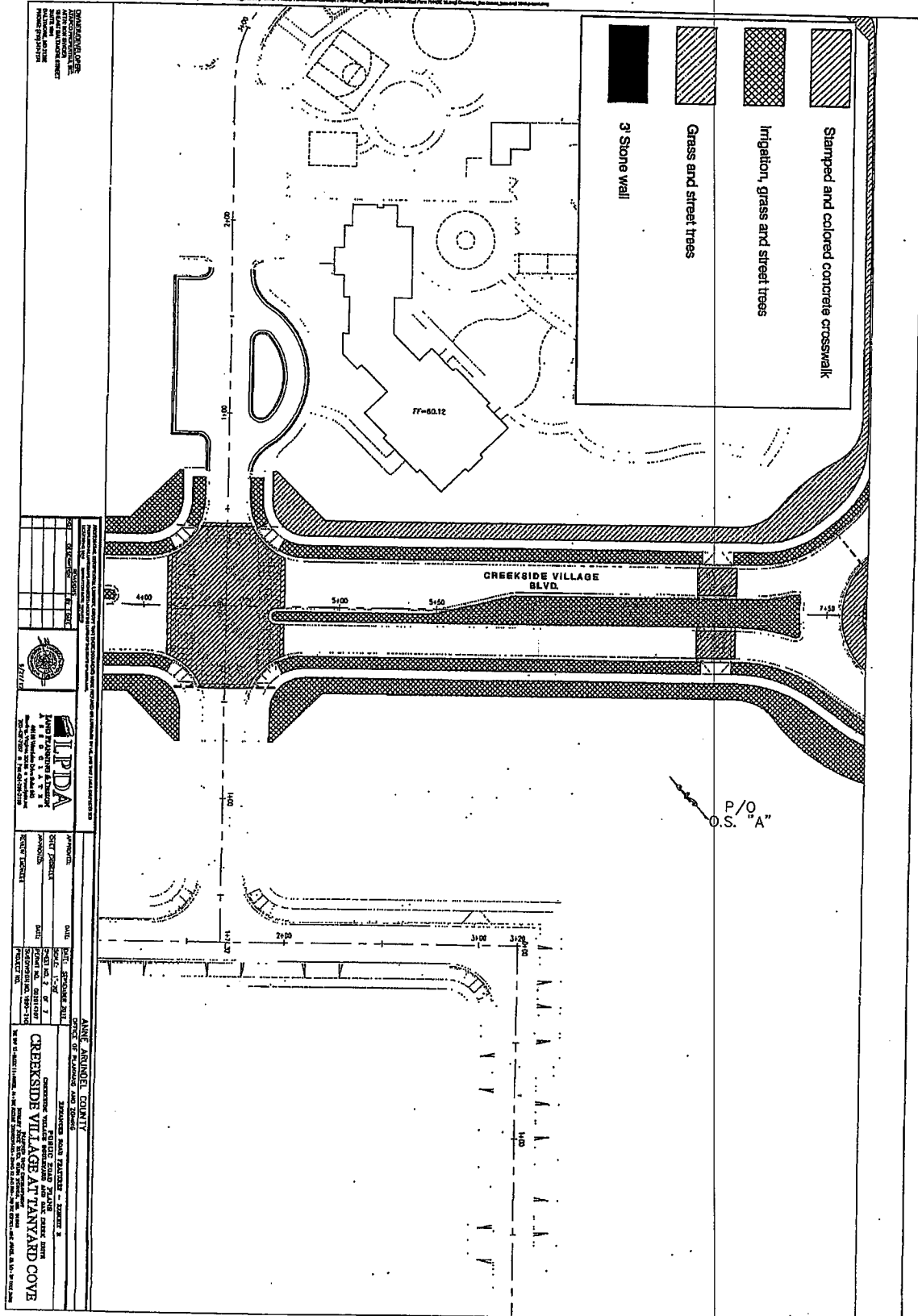
#### **Items in the proposed Right of Way:**

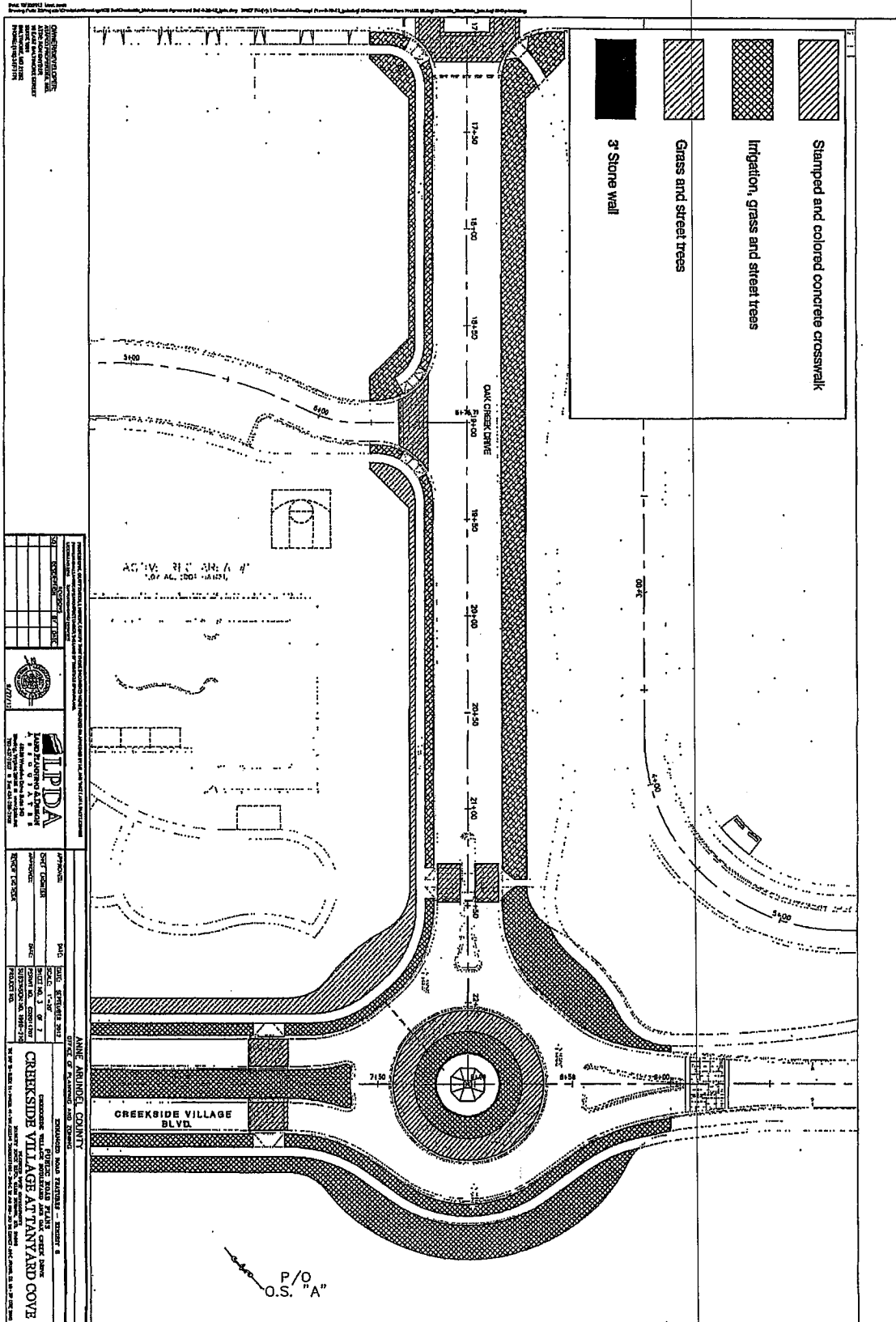
**The following represents the main components that are being constructed into the Creekside Village Blvd and Oak Creek Dr Right of Way:**

- a) Stamped vehicular concrete with concrete border curb**
- a) 3' stone entrance wall**
- b) Traffic circle structure**
- c) 3' Traffic circle wall**
- d) Landscaping and grass**
- e) Low voltage lighting**
- f) Irrigation**

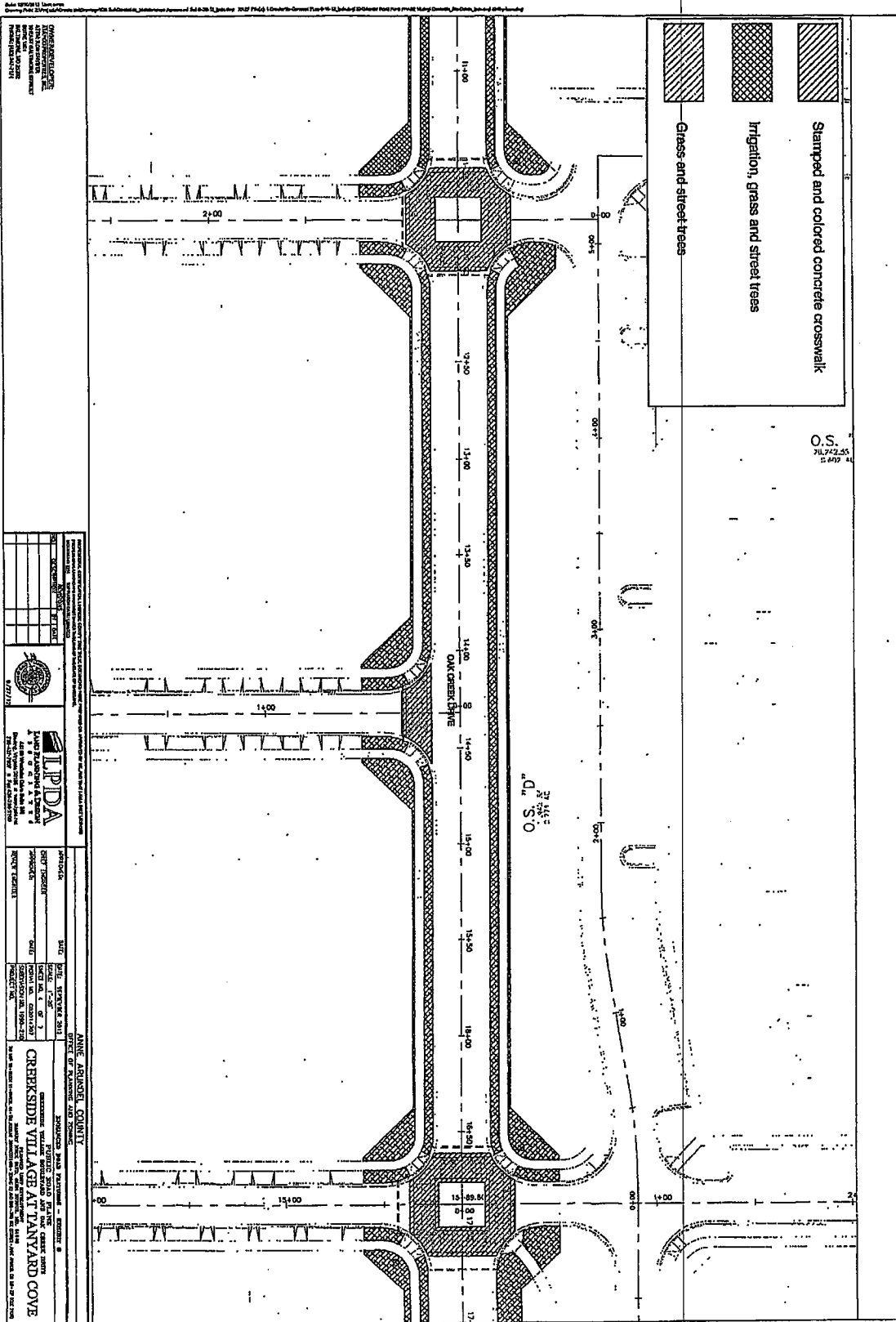
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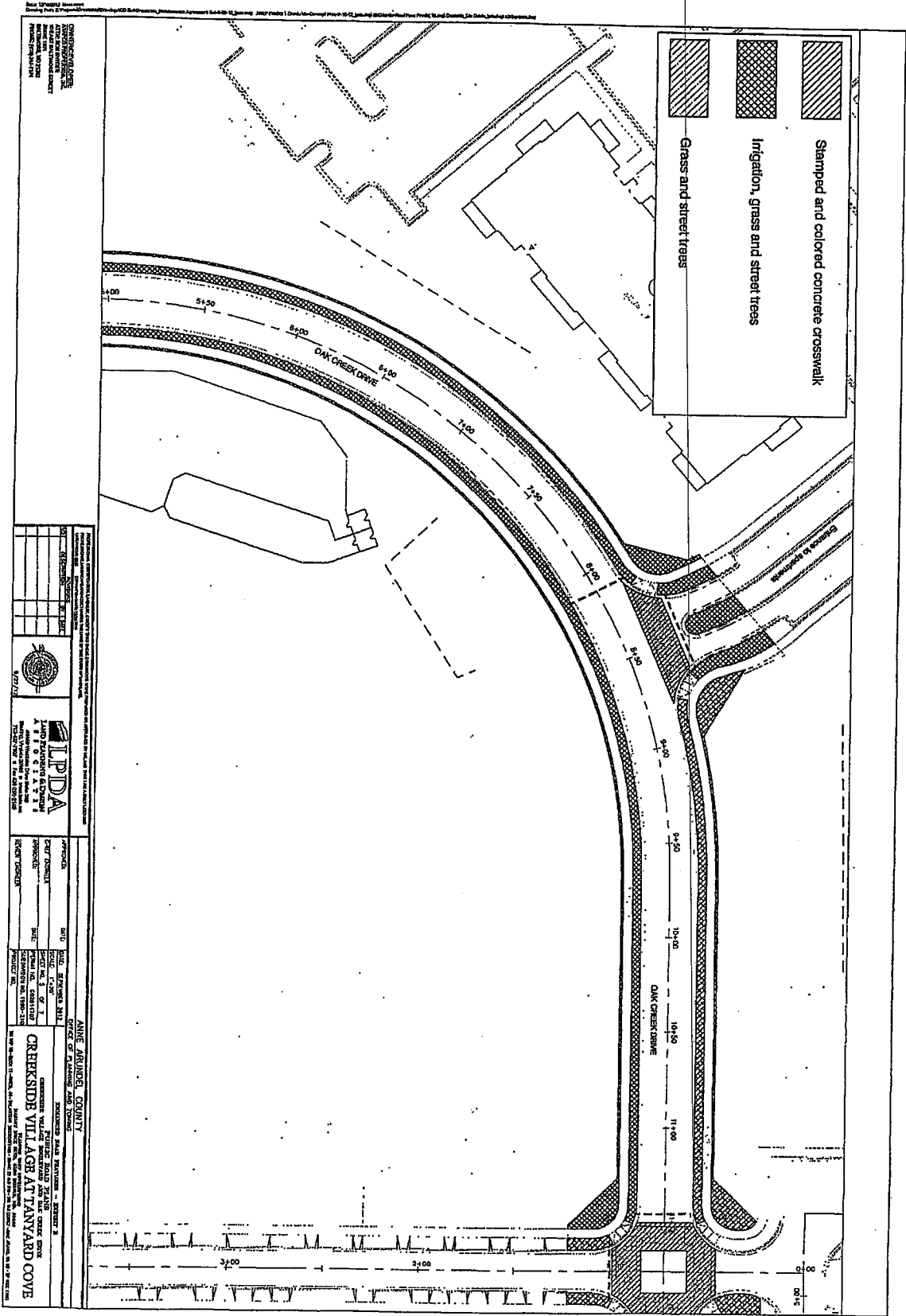


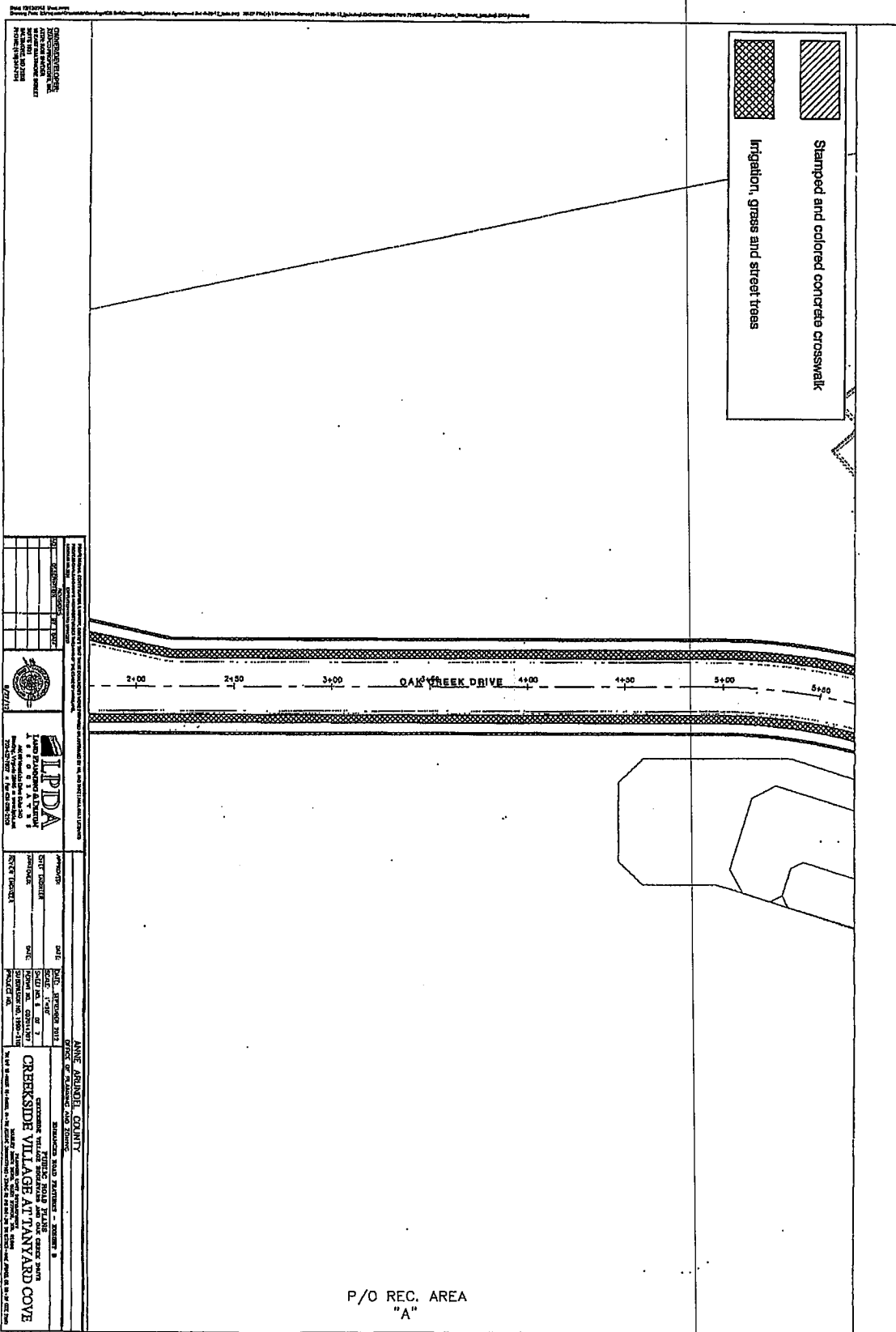




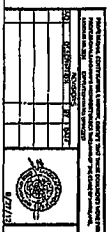
<p><b>CONTRACTOR'S CERTIFICATE</b></p> <p>I hereby certify that the above is a true and correct copy of the original as submitted to the City of San Diego for review and approval.</p> <p>DATE: 10/1/01</p> <p>SIGNATURE: [Signature]</p>	
<p><b>ENGINEER'S CERTIFICATE</b></p> <p>I hereby certify that the above is a true and correct copy of the original as submitted to the City of San Diego for review and approval.</p> <p>DATE: 10/1/01</p> <p>SIGNATURE: [Signature]</p>	
<p><b>CITY OF SAN DIEGO</b></p> <p>PLANNING AND DEVELOPMENT DEPARTMENT</p> <p>1600 LA JOLLA VILLAGE DRIVE, SUITE 100</p> <p>LA JOLLA, CA 92037</p> <p>TEL: (619) 495-1234</p> <p>FAX: (619) 495-1235</p>	
<p><b>PROJECT INFORMATION</b></p> <p>PROJECT NAME: CREEKSIDE VILLAGE AT TANYARD COVE</p> <p>PROJECT LOCATION: [Address]</p> <p>PROJECT NUMBER: [Number]</p> <p>PROJECT DATE: [Date]</p>	







CONSTRUCTION  
DRAWING  
NO. 1000  
DATE: 10/1/00  
BY: [Signature]



LAND PLANNING & DESIGN  
1000 N. W. 10th Ave., Suite 100  
Fort Lauderdale, FL 33304  
Phone: (954) 561-1000  
Fax: (954) 561-1001  
E-mail: info@ipda.com

DATE	BY	REVISION
10/1/00	[Signature]	Initial Design
10/1/00	[Signature]	Final Design

CRICKSIDE VILLAGE AT TANYARD COVE  
CRICKSIDE VILLAGE AT TANYARD COVE  
CRICKSIDE VILLAGE AT TANYARD COVE  
CRICKSIDE VILLAGE AT TANYARD COVE  
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CRICKSIDE VILLAGE AT TANYARD COVE

P/O REC. AREA  
"A"



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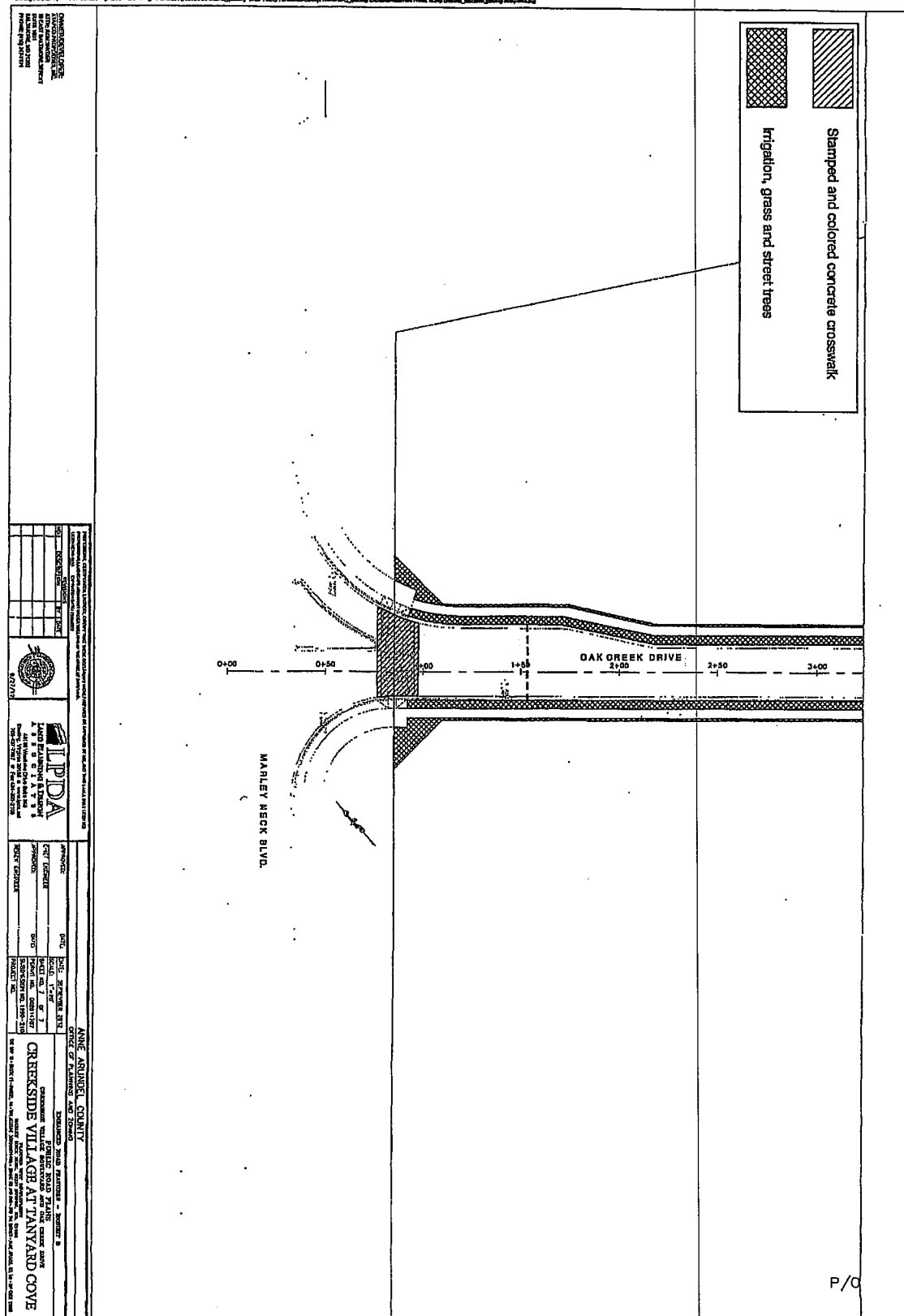


EXHIBIT C  
MAINTENANCE AGREEMENT

**THIS MAINTENANCE AGREEMENT** (hereinafter the "Agreement") made this 7<sup>th</sup> day of December, 2012 by and between Atapco Symphony Village, LLC, a Maryland limited liability company (hereinafter collectively referred to as the "Applicant") and ANNE ARUNDEL COUNTY, MARYLAND, a body corporate and politic of the State of Maryland (hereinafter to as the "County").

**RECITALS:**

**WHEREAS**, the Applicants have agreed to assume the County's obligation of maintenance of the New Facilities and to maintain the New Facilities in perpetuity; and

**WHEREAS**, this Agreement is not a substitution for any other requirements under the Anne Arundel County Code; and

**WHEREAS**, this Agreement is intended to establish Applicants' responsibilities to maintain the New Facilities and to set forth the financial security requirements associates with the assumption of these maintenance responsibilities; and

**NOW, THEREFORE, WITNESSETH:** That for and in consideration of the premises and the mutual covenants and obligations herein contained, the parties do hereby agree as follows:

1. Applicants shall perform routine maintenance on the New facilities listed on Exhibit A, the location of each more particularly set forth on the maps attached hereto as Exhibit B, and such maintenance (which shall include repair of any design, material, or workmanship defect or any repair due to vehicular damage) to the New Facilities as identified as necessary by the County in a good and workmanlike manner, and in accordance with all applicable Federal, State, and County laws and regulations to include sight distance requirements set forth in the current American Association of State Highway and Transportation Officials guidelines.

2. The County does hereby grant to Applicant a non-exclusive license for the New Facilities for the sole purpose of allowing Applicant or its assigns access to the New Facilities to make any necessary or requested repairs, maintenance or replacements.

3. If the Applicants or the Applicants' successors in title, or any other party subject to this

Agreement, after reasonable notice (30 days), fails to perform the maintenance or repairs referred to herein such failure to perform shall constitute a default hereunder, and the County may perform to cause to be performed such maintenance or repairs at the sole cost and expense of Applicants, such cost to include the County's reasonable administrative, overhead, and collection costs. In an emergency, the County may perform such maintenance or repairs without providing notice to the Applicant.

4. In the event of a default by the Applicant in performance of those responsibilities for repair and maintenance of the the New Facilities as set forth in Paragraph 1 and 2 above, and in the event the County performs such repairs and/or maintenance after notice and a reasonable opportunity to cure the default as set forth above, the cost of such maintenance and repairs shall be recovered by the County availing itself of all remedies at law to recover any costs and expenses associates therewith.

5. Atapco Symphony Village, LLC agrees to indemnify and hold harmless the County for damages, judgments and costs of defense resulting from claims by third parties for losses sustained as a result of repairs or maintenance of the New Facilities by the Applicant or its assigns.

6. The obligations set forth in this Agreement shall survive the execution of any Deed, contract or agreement by Applicants conveying an interest in the subject property.

7. The Agreement shall constitute a covenant which shall bind upon and run with the land constituting the Project of Creekside Village at Tanyard Cove constructed under Grading Permit G02014707

8. The Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, personal representatives, legal representatives, successors and assigns. After County approval of completion of the New Facilities, the Applicant may assign all of its duties and obligations pursuant to this Maintenance Agreement to a Homeowners Association ("HOA"), provided (A) the County receives notification of such assignment in accordance with the terms of this Maintenance Agreement, (B) the HOA is subject to recorded restrictive covenants (Covenants") requiring all homeowners to be dues paying members of the HOA, and (C) the Covenants subject the HOA to the legal operation and effect of this Maintenance Agreement, including annual funding for any maintenance requirements. Upon an

assignment in accordance with the foregoing provisions, the Applicant is released from any further duty or obligation pursuant to this Maintenance Agreement.

9. This Agreement shall be construed in accordance with the laws of the State of Maryland and any action brought hereunder shall be brought in the courts of this State, with venue solely in Anne Arundel County.

10. Except as provided or referred to herein, this Agreement contains the full and final agreement between the parties and no other matter or variation there from shall be considered as part of this Agreement unless in writing and duly executed by the parties hereto.

11. The Applicants by their signatures below hereby warrant that all property owners or parties in interest to this Agreement have signed below and are bound by this Agreement by virtue of such execution.

12. This Agreement shall be recorded among the Land Records of Anne Arundel County.

13. All notices required to be given under the terms of this Agreement shall be addressed as follows:

If to Applicant:

Atapco Symphony Village, LLC \_\_\_\_\_

Atapco Properties \_\_\_\_\_

10 E. Baltimore Street, #1501

Baltimore, MD 21211

Attention: Ron Snyder \_\_\_\_\_

With a copy to:

Atapco Symphony Village, LLC \_\_\_\_\_

Atapco Properties \_\_\_\_\_

10 E. Baltimore Street, #1501

Baltimore, MD 21211

Attention: Jeff McCormack \_\_\_\_\_

If to Anne Arundel County:

Mr. Ron Bowen, Director  
Department of Public Works  
Anne Arundel County, Maryland  
2662 Riva Road, Fourth Floor  
Annapolis, MD 21401

With a copy to:

Jonathan Hodgson, Esquire  
County Attorney  
Anne Arundel County, Maryland  
2660 Riva Road, Fourth Floor  
Annapolis, MD 21401

IN WITNESS WHEREOF, the parties hereunto set their Hands and Seals on the date and year first above-written.

ATAPCO SYMPHONY VILLAGE, LLC

By: 

Kevin McAndrews  
President

ANNE ARUNDEL COUNTY, MARYLAND

By: \_\_\_\_\_

John Hammond  
Chief Administrative Officer for  
John R Leopold, County Executive

Approved for form and  
legal sufficiency:  
Office of Law

\_\_\_\_\_  
Assistant County Attorney

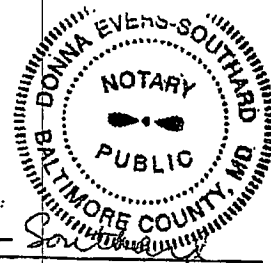
\_\_\_\_\_  
Date

STATE OF MARYLAND, COUNTY OF <sup>Baltimore</sup> ~~ANNE ARUNDEL~~, TO WIT

I HEREBY CERTIFY, that on this 12<sup>th</sup> day of December, ~~2009~~ <sup>2012</sup>, a Notary Public of the State and County aforesaid, personally appeared KEVIN F. McANDREWS <sup>①</sup> a Maryland limited liability company, and acknowledged the execution of this Maintenance Agreement to be his act as authorized by and on behalf of the said limited liability company.

① PRESIDENT OF ATAPCO SYMPHONY VILLAGE, LLC

AS WITNESS my hand and notarial seal.



Donna Evers-Southard  
Notary Public

My Commission Expires: Nov. 22, 2014

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2009 a Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_ and acknowledged the execution of the aforesaid Maintenance Agreement to be his act.

AS WITNESS my hand and notarial seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, Personally appeared Dennis Callahan, Chief Administrative Officer for County Executive John R. Leopold of Anne Arundel County, Maryland, a body corporate and politic of the State of Maryland, who acknowledged his execution of this Maintenance Agreement as his act and deed on behalf of said Anne Arundel County.

AS WITNESS my hand and notarial seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

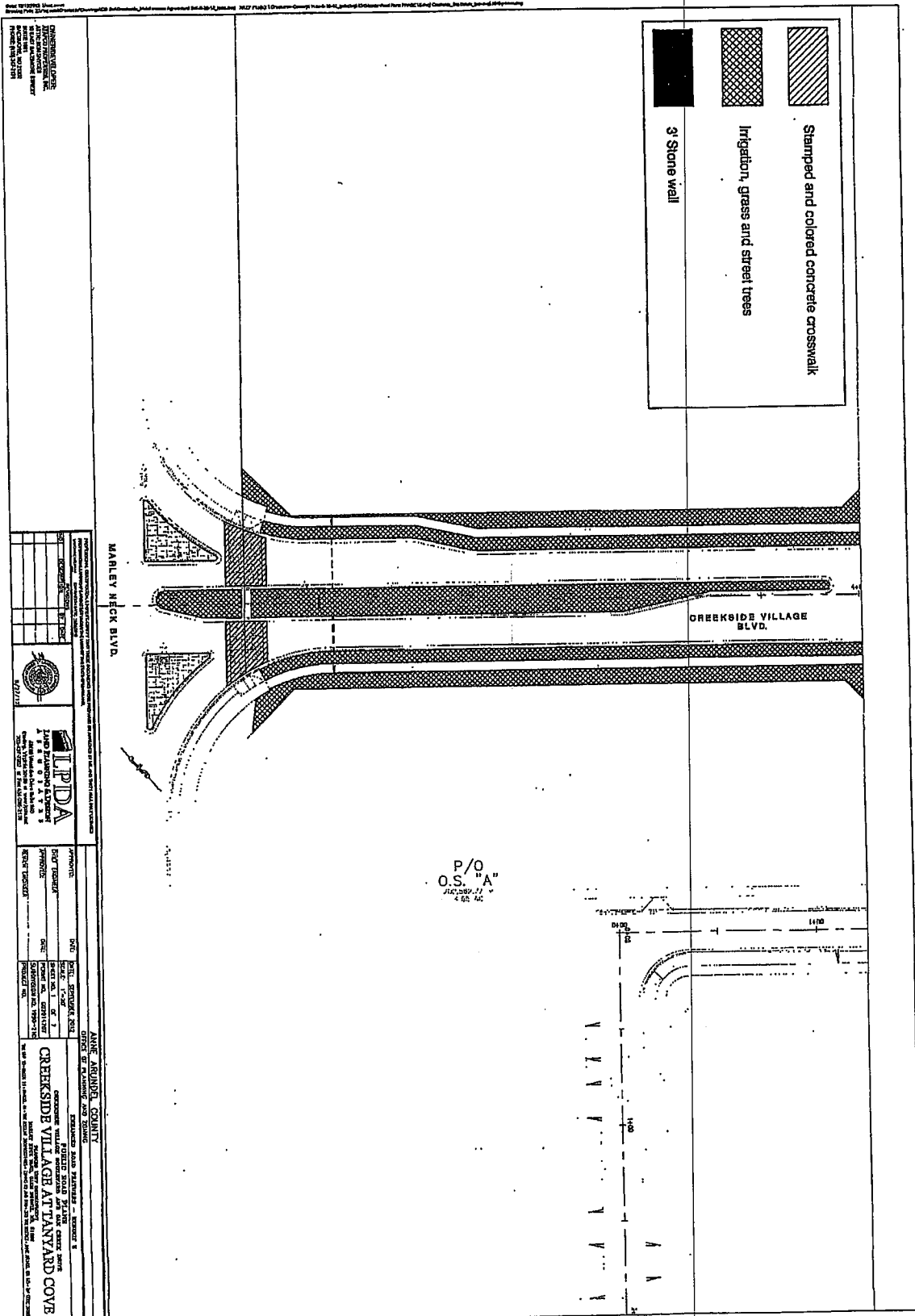
### **Exhibit #A-Maintenance Agreement**

#### **Items In the proposed Right of Way:**

The following represents the main components that are being constructed into the Creekside Village Blvd and Oak Creek Dr Right of Way:

- a) Stamped vehicular concrete with concrete border curb
- a) 3' stone entrance wall
- b) Traffic circle structure
- c) 3' Traffic circle wall
- d) Landscaping and grass



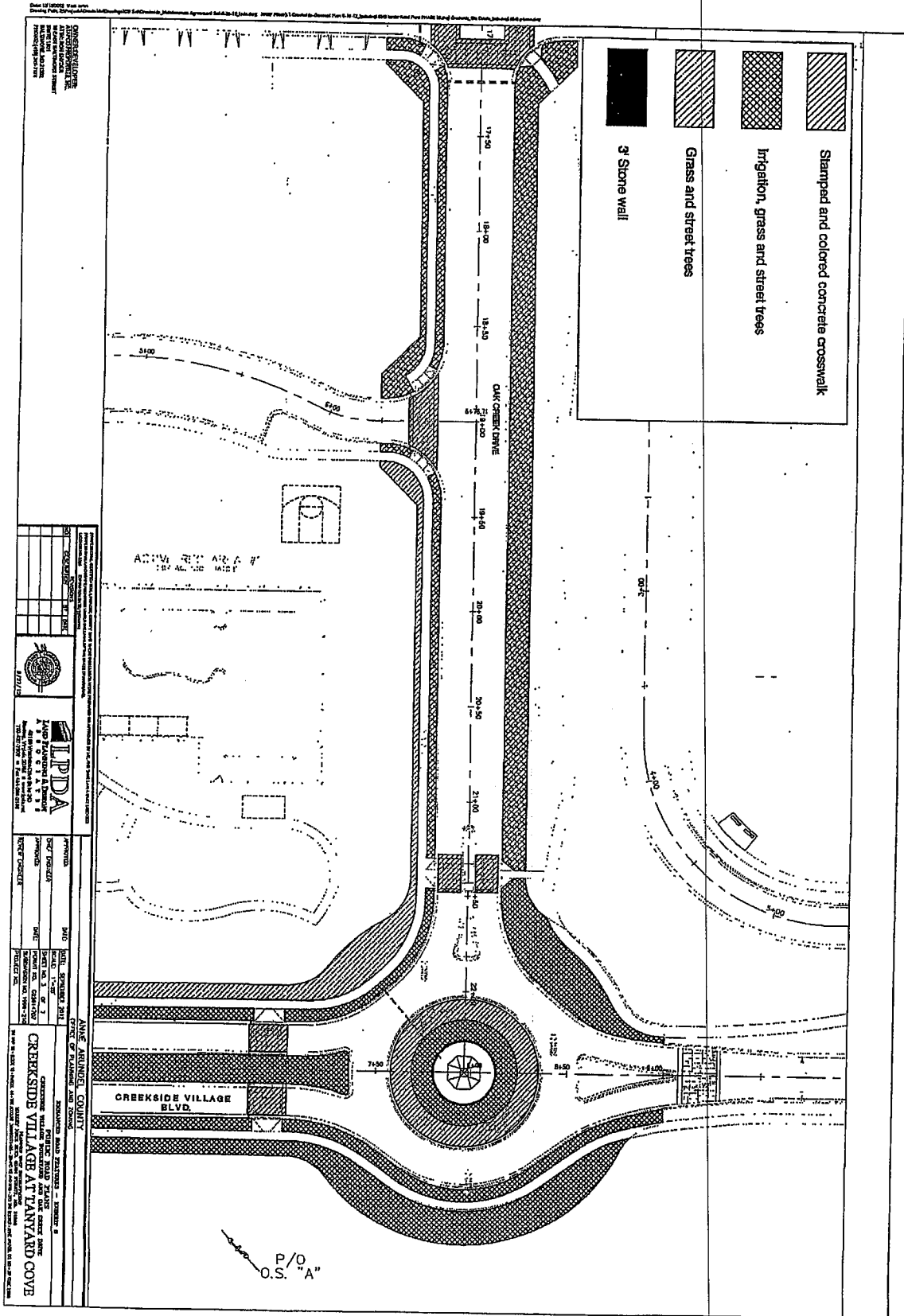


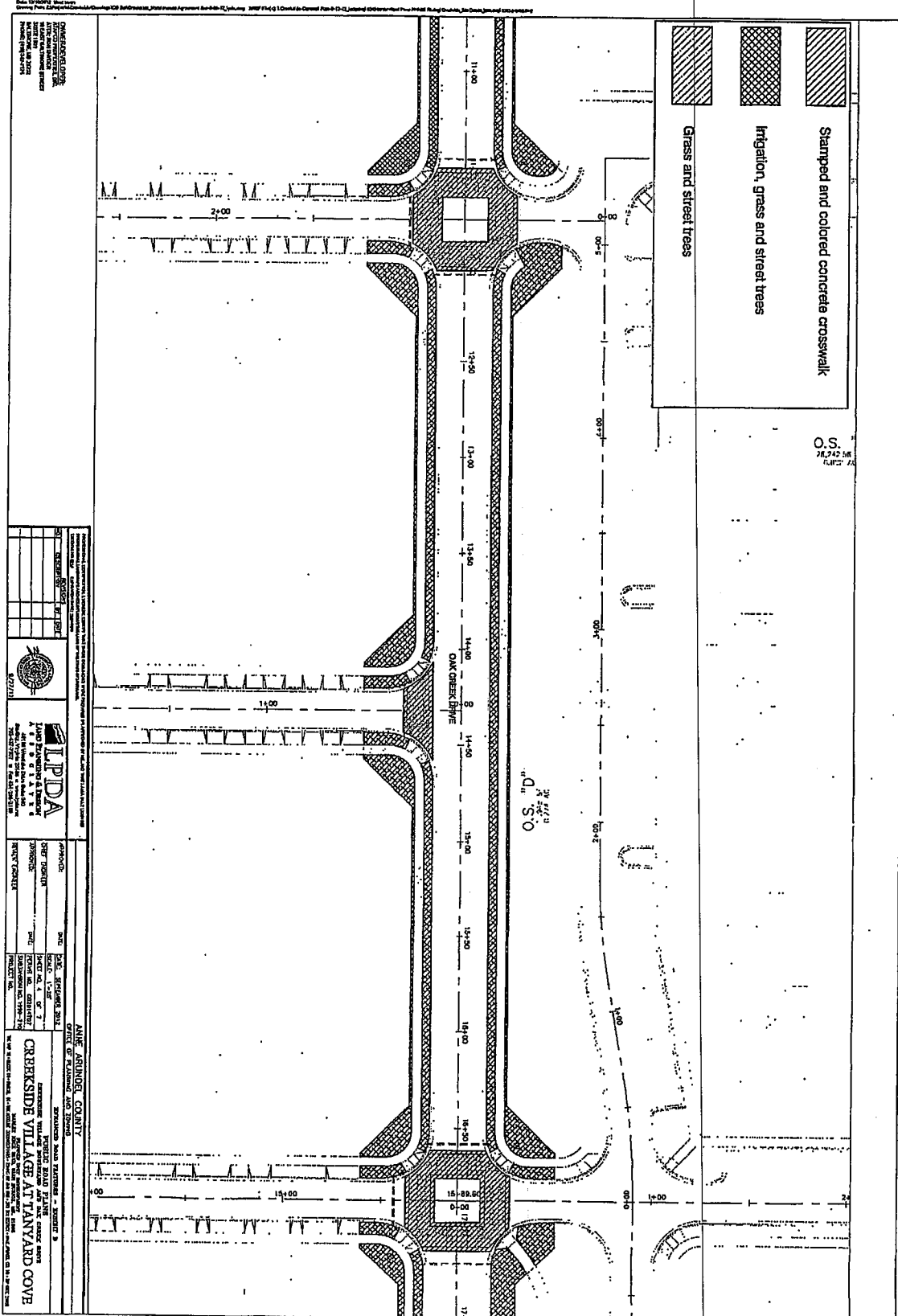
PREPARED BY: [Firm Name]  
 DATE: [Date]  
 PROJECT: [Project Name]

**IPDA**  
 LAND PLANNING & DESIGN  
 1000 [Address]  
 [City, State, Zip]

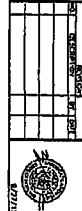
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05/15/09	J. [Name]	2.00







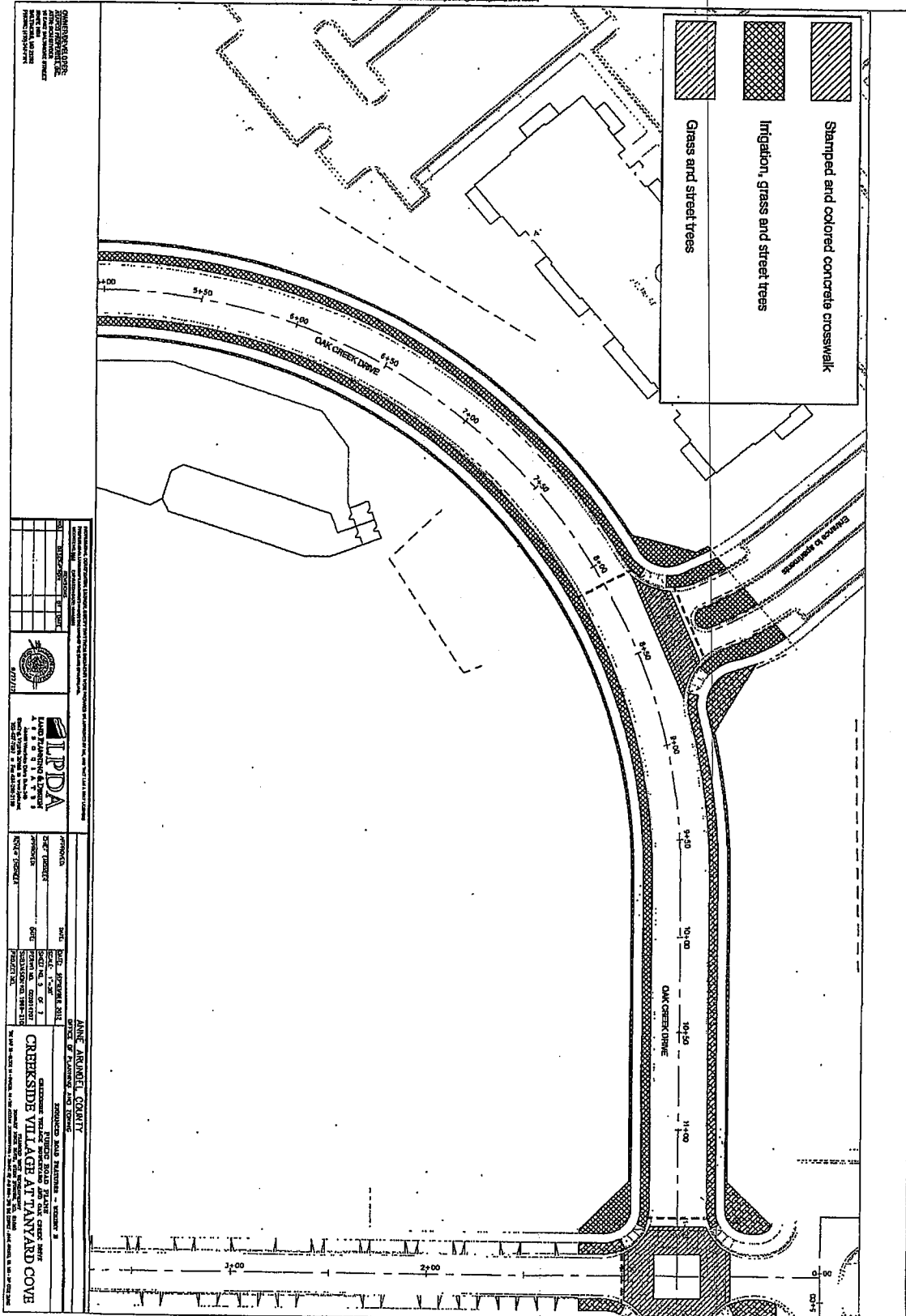
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 DRAWN BY: J. B. BROWN  
 CHECKED BY: J. B. BROWN  
 APPROVED BY: J. B. BROWN  
 PROJECT NO.: 25588

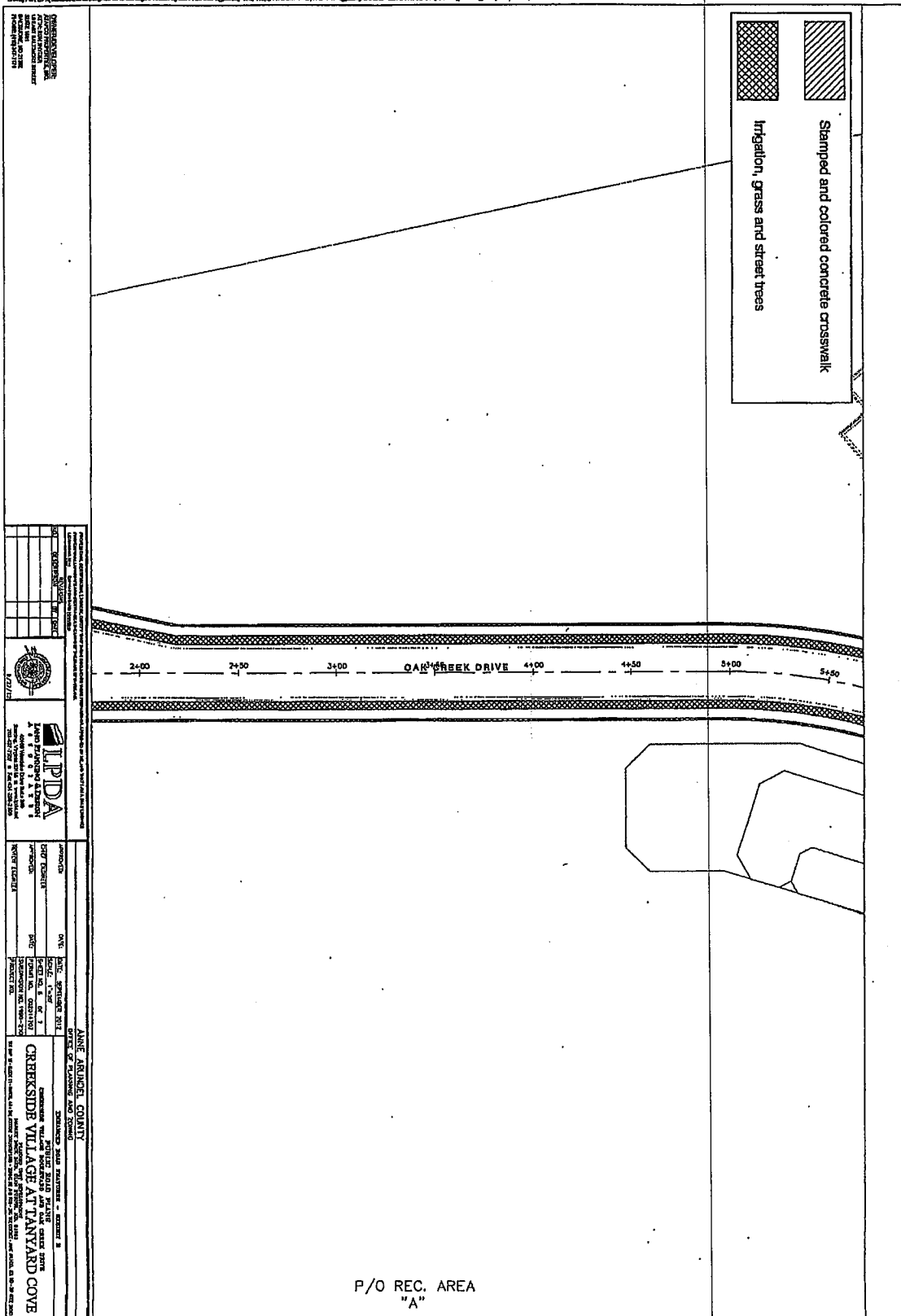


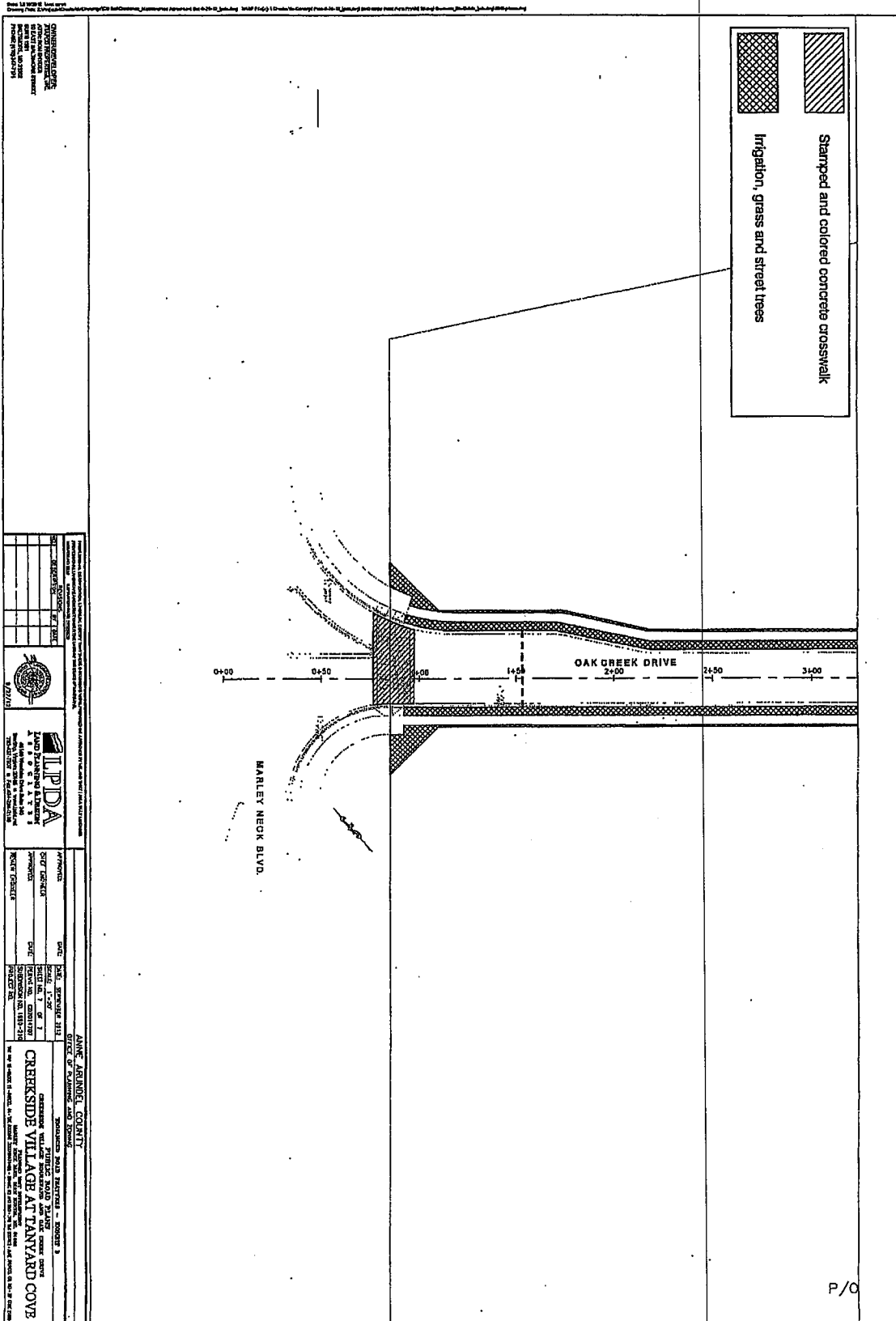
**ALPDA**  
 ALAMEDA LAND PLANNING & DESIGN ASSOCIATES, INC.  
 4000 WILSON BOULEVARD, SUITE 200  
 ALAMEDA, CA 94606  
 TEL: (415) 764-1100  
 FAX: (415) 764-1101  
 WWW.ALPDA.COM

PROJECT: CRICKSIDE VILLAGE AT TANYARD COVE  
 SHEET NO.: 1 OF 7  
 DATE: 12/15/2011  
 DRAWN BY: J. B. BROWN  
 CHECKED BY: J. B. BROWN  
 APPROVED BY: J. B. BROWN

**ALPDA**  
 ALAMEDA LAND PLANNING & DESIGN ASSOCIATES, INC.  
 4000 WILSON BOULEVARD, SUITE 200  
 ALAMEDA, CA 94606  
 TEL: (415) 764-1100  
 FAX: (415) 764-1101  
 WWW.ALPDA.COM

[illegible]





P/O

JOINDER AND CONSENT OF CONTRACT PURCHASER

NVR, Inc., a Virginia corporation, d/b/a Ryan Homes (hereinafter referred to as "Contract Purchaser"), as the Contract Purchaser of the Lots described in the foregoing Declaration of Covenants, Conditions and Restrictions (the "Declaration"), hereby consents to the execution and recordation of the Declaration, to which this Joinder and Consent of Contract Purchaser is attached, and agrees, for the sole and limited purpose, that the terms, provisions, covenants, conditions and restrictions contained in the Declaration shall run with and bind the title of that portion of the property under contract by Contract Purchaser which is described in the Declaration.

The Contract Purchaser agrees to execute any further assurances of the foregoing as may be requested by the parties to the Declaration.

WITNESS:

CONTRACT PURCHASER:  
NVR, INC., d/b/a Ryan Homes

By: *Richard Goldberg* (SEAL)  
Richard Goldberg, Vice President

STATE OF MARYLAND, COUNTY OF Howard, TO WIT:

I HEREBY CERTIFY that on this 18 day of December, 2012, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Richard Goldberg, who acknowledged himself to be the Vice President of NVR, INC., d/b/a Ryan Homes, and he acknowledged that he executed the foregoing instrument on behalf of the said entity, as Vice President, for the purposes therein contained and he acknowledged the same to be the lawful act and deed of the aforesaid entity.

AS WITNESS my hand and Notarial Seal the day and year first above written.

Trudi E. Wright  
Notary Public of  
Howard County, Maryland  
My Commission Expires: My Commission Expires 9/14/2013

*Trudi E. Wright*  
Notary Public





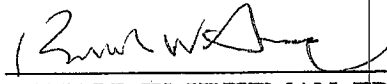
**CONSENT AND AGREEMENT OF TRUSTEES AND BENEFICIARY**

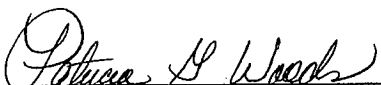
RONALD W. HUFFMAN and PATRICK G. TEHAN and PNC BANK, NATIONAL ASSOCIATION, who are, respectively, the Trustees and the Beneficiary under that certain Indemnity Deed of Trust and Assignment of Leases and Rents dated November 18, 2011, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 24034, folio 230 *et seq.*, (the "Deed of Trust") from Declarant, hereby join in the foregoing Declaration of Covenants, Conditions and Restrictions (the "Declaration") for the express purpose of subordinating all of their respective right, title and interest under such Deed of Trust in and to the real property described in the Declaration to the operation and effect thereof.

Nothing in the foregoing provisions of this Consent and Agreement of Trustees and Beneficiary shall be deemed in any way to create between the person or entity named in such Declaration as the "Declarant", and any of the undersigned, any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, each of the said Trustees (or such number of Trustees as required to legally execute an instrument) and the Beneficiary have executed and sealed this Consent and Agreement of Trustees and Beneficiary, or caused it to be executed and sealed on its behalf by its duly authorized representatives, this 20 day of February, 2012.

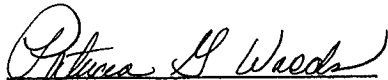
WITNESS:


 (SEAL)  
 RONALD W. HUFFMAN, TRUSTEE


 (SEAL)  
 PATRICK G. TEHAN, TRUSTEE

ATTEST:

 BENEFICIARY:  
 PNC BANK, NATIONAL ASSOCIATION



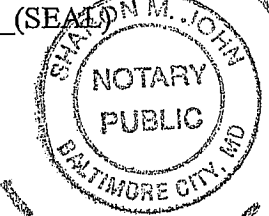
 By:  (SEAL)

STATE OF Maryland : COUNTY OF Baltimore : TO WIT:

I HEREBY CERTIFY that on this 19<sup>th</sup> day of December 2012, before me, a Notary Public for the state aforesaid, personally appeared RONALD W. HUFFMAN, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed same as Trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

[Signature]  
Notary Public



My commission expires on 1/7/2016

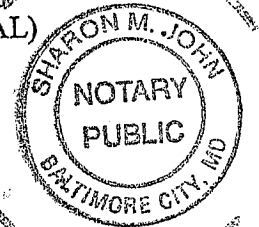
STATE OF Maryland : COUNTY OF Baltimore : TO WIT:

I HEREBY CERTIFY that on this 19<sup>th</sup> day of December 2012, before me, a Notary Public for the state aforesaid, personally appeared PATRICK G. TEHAN, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed same as Trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

[Signature]  
Notary Public

(SEAL)



My commission expires on 1/7/2016

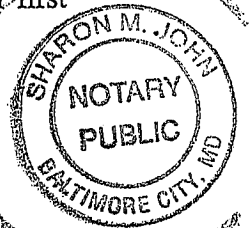
STATE OF Maryland : COUNTY OF Baltimore : TO WIT:

I HEREBY CERTIFY, that on this 19<sup>th</sup> day of December, 2012, before me, the subscriber, a Notary Public of the state aforesaid, personally appeared Ronald W. Huffman who acknowledged himself to be the Sr. Vice President of PNC BANK, NATIONAL ASSOCIATION, Beneficiary, and that he/she, being authorized to do so, executed this Consent and Agreement of Trustees and Beneficiary for the purposes therein set forth, by signing in my presence on behalf of the said Beneficiary.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

[Signature]  
Notary Public

(SEAL)



My commission expires on 1/7/2016

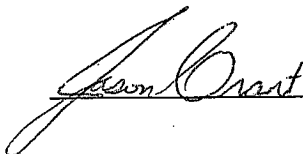

**CONSENT AND AGREEMENT OF TRUSTEES AND BENEFICIARY**

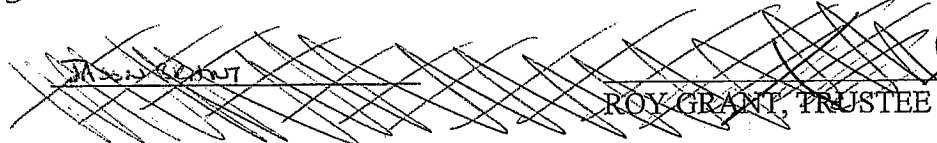
JOHN J. DUFFY and ROY GRANT and NVR, INC., who are, respectively, the Trustees and the Beneficiary under that certain Indemnity Deed of Trust dated January 25, 2011, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 23179, folio 416 *et seq.*, (the "Deed of Trust") from Declarant, hereby join in the foregoing Declaration of Covenants, Conditions and Restrictions (the "Declaration") for the express purpose of subordinating all of their respective right, title and interest under such Deed of Trust in and to the real property described in the Declaration to the operation and effect thereof.

Nothing in the foregoing provisions of this Consent and Agreement of Trustees and Beneficiary shall be deemed in any way to create between the person or entity named in such Declaration as the "Declarant", and any of the undersigned, any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.


IN WITNESS WHEREOF, each of the said Trustees (or such number of Trustees as required to legally execute an instrument) and the Beneficiary have executed and sealed this Consent and Agreement of Trustees and Beneficiary, or caused it to be executed and sealed on its behalf by its duly authorized representatives, this 18 day of DECEMBER, 2012.

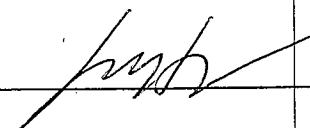
WITNESS:


 (SEAL)  
 JOHN J. DUFFY, TRUSTEE

 (SEAL)  
~~ROY GRANT, TRUSTEE~~

ATTEST:

BENEFICIARY:  
NVR, INC.


 By:  (SEAL)

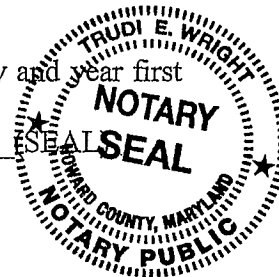
STATE OF Maryland COUNTY OF Howard: TO WIT:

I HEREBY CERTIFY that on this 18 day of December 2012, before me, a Notary Public for the state aforesaid, personally appeared JOHN J. DUFFY, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed same as Trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Trudi E. Wright  
Notary Public of  
Howard County, Maryland

My commission expires 9/14/2013



STATE OF \_\_\_\_\_: COUNTY OF \_\_\_\_\_: TO WIT:

~~I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_ 2012, before me, a Notary Public for the state aforesaid, personally appeared ROY GRANT, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed same as Trustee for the purposes therein set forth, and that it is his act and deed.~~

~~IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.~~

Notary Public

My commission expires on \_\_\_\_\_

STATE OF Maryland COUNTY OF Howard: TO WIT:

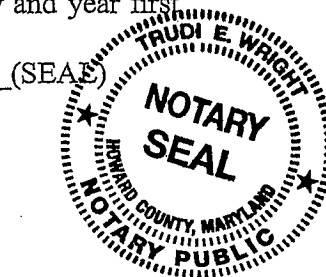
I HEREBY CERTIFY, that on this 18 day of December 2012, before me, the subscriber, a Notary Public of the state aforesaid, personally appeared John Duffy, who acknowledged himself to be the Vice President of NVR, INC., Beneficiary, and that he/she, being authorized to do so, executed this Consent and Agreement of Trustees and Beneficiary for the purposes therein set forth, by signing in my presence on behalf of the said Beneficiary.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Trudi E. Wright  
Notary Public of  
Howard County, Maryland

My commission expires 9/14/2013

Notary Public



**AFTER RECORDATION, PLEASE RETURN TO:**

RACHEL M. HESS, ESQ.  
WINEGRAD, HESS, FRIEDMAN & LEVITT, LLC  
400 Redland Court, Suite 212  
Owings Mills, Maryland 21117

**CREEKSIDE VILLAGE HOMEOWNERS ASSOCIATION, INC.  
FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

**THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS** ("First Amendment" or "Amendment") is made this 27<sup>th</sup> day of October, 2014, by ATAPCO SYMPHONY VILLAGE LLC, a Maryland limited liability company (the "Declarant").

**RECITALS**

A. That certain Declaration of Covenants, Conditions and Restrictions dated December 19, 2012, was recorded among the Land Records of Anne Arundel County, Maryland ("Land Records") in Liber 25588, folio 0090 *et seq.* (the "Declaration").

B. Section 11.9 of the Declaration provides that Declarant has the power to unilaterally amend the Declaration during the Development Period with written consent of the Builder.

C. The Development Period has not expired as of the date of this First Amendment and the Builder has executed a Joinder and Consent to this First Amendment to evidence its written consent.

D. Declarant desires to amend the Declaration pursuant to this First Amendment and to subject additional property to the terms and conditions of the Declaration pursuant to this First Amendment, all as set forth below.

NOW THEREFORE, Declarant hereby amends the Declaration as follows:

1. The third (3<sup>rd</sup>) sentence in Section 2.12 is deleted in its entirety and replaced as follows: "Notwithstanding the foregoing, a fence must be made of board-on-board aluminum color vinyl for each townhome to match the privacy fences installed by the Builder; fences may protrude to the side property lines from the rear foundation corners for end unit townhomes and single family detached dwellings but may not protrude beyond the rear foundation corners of any other type of dwelling; and, in all cases, fences shall not protrude forward of the rear foundation wall of the dwelling on any Lot and shall not exceed six (6) feet in height (other than a temporary fence used for development and/or construction of the Community, or any Lot contained thereon, or unless mandated by applicable law)."

2. The Recitals are incorporated herein as if fully set forth.

3. Any capitalized terms used in this First Amendment shall have the meaning ascribed to them in the Declaration unless otherwise provided herein.

4. In all other respects, the Declaration shall remain unchanged.

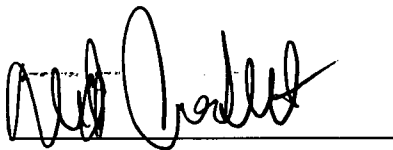
LR Agreement  
Recording Fee 20.00  
Grantor/Grantee Name:  
atapco symphony  
Reference/Control #:  
LR - Agreement  
Surcharge 40.00  
Total: 60.00  
11:51  
CC02-ME  
#2483878 CC0501 - Anne  
Arundel  
Project: 00

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ANNE ARUNDEL COUNTY

15:1 P 3 - NON 1102

IN WITNESS WHEREOF, the undersigned party has executed this First Amendment on the date first written above.

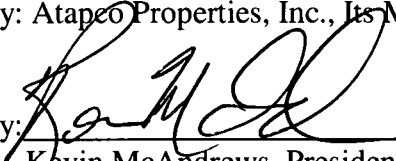
WITNESS/ATTEST:



DECLARANT:

ATAPCO SYMPHONY VILLAGE LLC

By: Atapco Properties, Inc., Its Managing Member

By:  (SEAL)  
Kevin McAndrews, President

STATE OF MARYLAND, CITY/COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY that on this 24<sup>th</sup> day of October, 2014, before, me, the subscriber, a Notary Public of the State of Maryland, personally appeared Kevin McAndrews, President of Atapco Properties, Inc., the Managing Member of ATAPCO SYMPHONY VILLAGE LLC, the Declarant named in the foregoing instrument, and being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of the said Declarant.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: November 28, 2016

  
Notary Public



**CERTIFICATION**

The undersigned hereby certifies that the above instrument has been prepared by or under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland.



---

Rachel M. Hess, Esq.



**JOINDER AND CONSENT OF CONTRACT PURCHASER**

NVR, Inc., a Virginia corporation, d/b/a Ryan Homes (hereinafter referred to as "Contract Purchaser"), as the Contract Purchaser of the Lots described in the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions (the "Amendment"), hereby consents to the execution and recordation of the Amendment, to which this Joinder and Consent of Contract Purchaser is attached, and agrees, for the sole and limited purpose, that the terms, provisions, covenants, conditions and restrictions contained in the Amendment shall run with and bind the title of that portion of the property under contract by Contract Purchaser which is described in the Amendment.

The Contract Purchaser agrees to execute any further assurances of the foregoing as may be requested by the parties to the Amendment.

WITNESS:

CONTRACT PURCHASER:

NVR, INC. d/b/a Ryan Homes

Suzanne Wiley

By: Richard Goldberg (SEAL)  
Richard Goldberg, Vice President

STATE OF MARYLAND, COUNTY OF Howard, TO WIT:

I HEREBY CERTIFY that on this 8<sup>th</sup> day of September, 2014, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Richard Goldberg, who acknowledged himself to be the Vice President of NVR, INC., d/b/a Ryan Homes, and he acknowledged that he executed the foregoing instrument on behalf of the said entity, as Vice President, for the purposes therein contained and he acknowledged the same to be the lawful act and deed of the aforesaid entity.

AS WITNESS my hand and Notarial Seal the day and year first above written.

Suzanne Wiley  
Notary Public

My Commission Expires: 1-22-2018

**SUZANNE WILEY  
NOTARY PUBLIC  
HARFORD COUNTY  
MARYLAND**

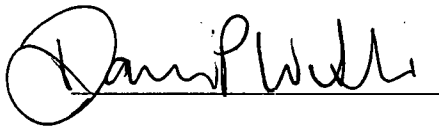
CONSENT AND AGREEMENT OF TRUSTEES AND BENEFICIARY

RONALD W. HUFFMAN and PATRICK G. TEHAN and PNC BANK, NATIONAL ASSOCIATION, who are, respectively, the Trustees and the Beneficiary under that certain Indemnity Deed of Trust and Assignment of Leases and Rents dated November 18, 2011, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 24034, folio 230 *et seq.*, (the "Deed of Trust") from Declarant, hereby join in the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions (the "Amendment") for the express purpose of subordinating all of their respective right, title and interest under such Deed of Trust in and to the real property described in the Amendment to the operation and effect thereto.

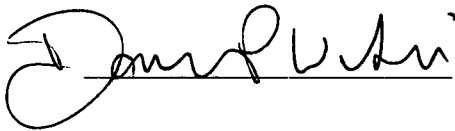
Nothing in the foregoing provisions of this Consent and Agreement of Trustees and Beneficiary shall be deemed in any way to create between the person or entity named in such Amendment as the "Declarant", and any of the undersigned, any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, each of the said Trustees (or such number of Trustees as required to legally execute an instrument) and the Beneficiary have executed and sealed this Consent and Agreement of Trustees and Beneficiary, or caused it to be executed and sealed on its behalf by its duly authorized representatives, this 16<sup>th</sup> day of September, 2014.

WITNESS:

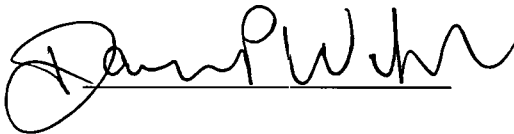


 (SEAL)  
RONALD W. HUFFMAN, TRUSTEE



 (SEAL)  
PATRICK G. TEHAN, TRUSTEE

ATTEST:



BENEFICIARY:  
PNC BANK, NATIONAL ASSOCIATION

By:  (SEAL)  
Name: Ronald W. Huffman  
Title: SVP

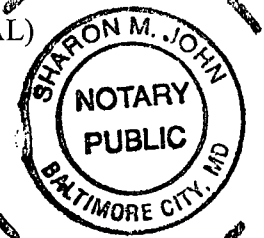
STATE OF Maryland <sup>City</sup>: COUNTY OF Baltimore: TO WIT:

I HEREBY CERTIFY that on this 16<sup>th</sup> day of September 2014, before me, a Notary Public for the state aforesaid, personally appeared RONALD W. HUFFMAN, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed same as Trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Sharon M. John (SEAL)  
Notary Public

My commission expires on 1/7/2016



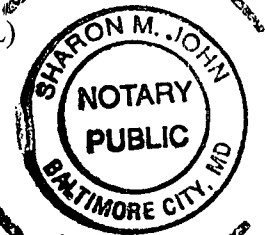
STATE OF Maryland <sup>City</sup>: COUNTY OF Baltimore: TO WIT:

I HEREBY CERTIFY that on this 16<sup>th</sup> day of September 2014, before me, a Notary Public for the state aforesaid, personally appeared PATRICK G. TEHAN, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed same as Trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Sharon M. John (SEAL)  
Notary Public

My commission expires on 1/7/2016



STATE OF Maryland <sup>City</sup>: COUNTY OF Baltimore: TO WIT:

I HEREBY CERTIFY, that on this 16<sup>th</sup> day of September, 2014, before me, the subscriber, a Notary Public of the state aforesaid, personally appeared Ronald W. Huffman who acknowledged himself to be the Senior Vice President of PNC BANK, NATIONAL ASSOCIATION, Beneficiary, and that he/~~she~~, being authorized to do so, executed this Consent and Agreement of Trustees and Beneficiary for the purposes therein set forth, by signing in my presence on behalf of the said Beneficiary.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Sharon M. John (SEAL)  
Notary Public

My commission expires on 1/7/2016



**CONSENT AND AGREEMENT OF TRUSTEE AND BENEFICIARY**

KIRK KUBISTA and NVR, INC., who are, respectively, the Substitute Trustee and the Beneficiary under that certain Indemnity Deed of Trust dated January 25, 2011, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 23179, folio 416 *et seq.* and Deed of Appointment Substituting Trustees dated May 15, 2013, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 26285, folio 320 *et seq.*, (the "Deed of Trust") from Declarant, hereby join in the foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions (the "Amendment") for the express purpose of subordinating all of their respective right, title and interest under such Deed of Trust in and to the real property described in the Amendment to the operation and effect thereto.

Nothing in the foregoing provisions of this Consent and Agreement of Trustee and Beneficiary shall be deemed in any way to create between the person or entity named in such Amendment as the "Declarant", and any of the undersigned, any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, the said Substitute Trustee and the Beneficiary have executed and sealed this Consent and Agreement of Trustee and Beneficiary, or caused it to be executed and sealed on its behalf by its duly authorized representatives, this 27<sup>th</sup> day of October, 2014.

WITNESS:

*James S. Brehm*

*K. P. K. A.* (SEAL)  
KIRK KUBISTA, SUBSTITUTE TRUSTEE

ATTEST:

BENEFICIARY:  
NVR, INC.

*James S. Brehm*

By: *K. P. K. A.* (SEAL)  
Name: KIRK KUBISTA  
Title: Senior VP of Land

STATE OF Maryland : COUNTY OF Harford : TO WIT:

I HEREBY CERTIFY that on this 27<sup>th</sup> day of October 2014, before me, a Notary Public for the state aforesaid, personally appeared KIRK KUBISTA, Substitute Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed same as Substitute Trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Suzanne Wiley  
Notary Public

(SEAL)

**SUZANNE WILEY  
NOTARY PUBLIC  
HARFORD COUNTY  
MARYLAND**

My commission expires on 1-22-2018

STATE OF Maryland : COUNTY OF Harford : TO WIT:

I HEREBY CERTIFY, that on this 27<sup>th</sup> day of October, 2014, before me, the subscriber, a Notary Public of the state aforesaid, personally appeared KIRK KUBISTA, who acknowledged himself to be the Senior Vice President of NVR, INC., Beneficiary, and that he/she, being authorized to do so, executed this Consent and Agreement of Trustees and Beneficiary for the purposes therein set forth, by signing in my presence on behalf of the said Beneficiary.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Suzanne Wiley (SEAL)  
Notary Public

My commission expires on 1-22-2018

**SUZANNE WILEY  
NOTARY PUBLIC  
HARFORD COUNTY  
MARYLAND**

AFTER RECORDATION, PLEASE RETURN TO:

Rachel M. Hess, Esq.  
Winegrad, Hess, Friedman & Levitt, LLC  
400 Redland Court, Suite 212  
Owings Mills, Maryland 21117



BK 28289 PG 047

**CREEKSIDE VILLAGE HOMEOWNERS ASSOCIATION, INC.**  
**SECOND AMENDMENT TO DECLARATION OF COVENANTS,**  
**CONDITIONS AND RESTRICTIONS**

**THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS,**  
**CONDITIONS and RESTRICTIONS** ("Second Amendment") is made this 2<sup>nd</sup> day of April, 2015, by ATAPCO SYMPHONY VILLAGE LLC, a Maryland limited liability company (the "Declarant").

**RECITALS**

A. That certain Declaration of Covenants, Conditions and Restrictions dated December 19, 2012, was recorded among the Land Records of Anne Arundel County, Maryland ("Land Records") in Liber 25588, folio 0090 *et seq.* (the "Declaration") and First Amendment to the Declaration dated October 27, 2014, recorded among the Land Records in Liber 27765, folio 399 *et seq.* ("First Amendment").

B. Section 11.9 of the Declaration provides that Declarant has the power to unilaterally amend the Declaration during the Development Period with written consent of the Builder.

C. The Development Period has not expired as of the date of this Second Amendment and the Builder has executed a Joinder and Consent to this Second Amendment to evidence its written consent.

D. Declarant desires to amend the Declaration pursuant to this Second Amendment and to subject additional property to the terms and conditions of the Declaration pursuant to this Second Amendment, all as set forth below.

NOW THEREFORE, Declarant hereby amends the Declaration as follows:

1. All that property described in Exhibit "A" attached hereto is annexed to the Property subject to the Declaration, as amended from time to time, and shall be held, sold and conveyed subject to the easements, declarations, covenants and conditions set forth in the Declaration (as amended), which are for the purpose of protecting the value and desirability, and enhancing the attractiveness of the Property, and which shall run with the Property and shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner of the Property or any part thereof and their respective heirs, personal representatives, successors and assigns, and the Association.

2. The Recitals are incorporated herein as if fully set forth.

3. Any capitalized terms used in this Second Amendment shall have the meaning ascribed to them in the Declaration unless otherwise provided herein.

Agreement  
Recording Fee 20.00  
Grantor/Grantee Name:  
ATAPCO  
Reference/Control #:  
Supplement 40.00  
Total: 60.00  
04/22/2015 08:45  
CC02-RH  
#4140253 CC0501 - Anne  
Arundel  
dated 10 -  
May 11

RECEIVED FOR RECORD  
CIRCUIT COURT A.A. COUNTY  
2015 APR 22 A 8:45

4. In all other respects, the Declaration and First Amendment shall remain unchanged.

IN WITNESS WHEREOF, the undersigned party has executed this Second Amendment on the date first written above.

WITNESS/ATTEST:

DECLARANT:

ATAPCO SYMPHONY VILLAGE LLC

By: Atapco Properties, Inc., Its Managing Member

Nicole Creswell

By: [Signature] (SEAL)  
Kevin McAndrews, President

STATE OF MARYLAND, CITY/COUNTY OF Baltimore TO WIT:

I HEREBY CERTIFY that on this 8<sup>th</sup> day of April, 2015, before, me, the subscriber, a Notary Public of the State of Maryland, personally appeared Kevin McAndrews, President of Atapco Properties, Inc., the Managing Member of ATAPCO SYMPHONY VILLAGE LLC, the Declarant named in the foregoing instrument, and being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of the said Declarant.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: November 28, 2016

[Signature]  
Notary Public

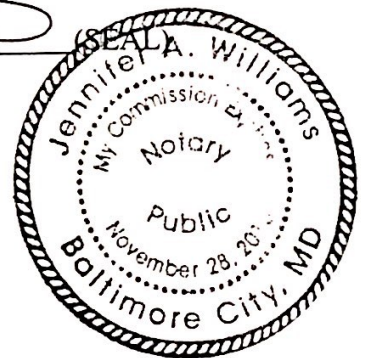




EXHIBIT "A"DESCRIPTION OF ADDITIONAL PROPERTY

ALL THAT LAND located in the Third (3<sup>rd</sup>) Election District of Anne Arundel County, Maryland, which is described as follows:

**Lots:** Lots 62 through and including 68, Lot 77, Lots 267 through and including 293, Lots 295 through and including 331, Lots 413 through and including 441, Lots 470 through and including 516, Lots 532 through and including 581, Lots 596 through and including 599 and Lots 605 through and including 618, all as shown on the plats entitled, "CREEKSIDE VILLAGE AT TANYARD COVE" recorded among the Plat Records of Anne Arundel County, Maryland as Plat 17220-17230, Plat Book 333, pages 44-50.

**Common Areas:** Rec Area "B", Open Space "K", Open Space "V", Open Space "J-1", Open Space "H-1", "Open Space "F-3", Open Space "E-3", Open Space "N-1", Open Space "O-1", Open Space "M-1", Open Space "I", Open Spaces "K-1", "K-2", "K-3" and "K-4", Open Space "L", Open Space "L-1" and Open Space "M-1A" including Apple Orchard Drive, Elton Street, Caton Avenue, Trailview Crossing, Dewey Place, Hickory Hollow Drive, Still Pond Drive, Ravenwood Drive, Creekside Village Blvd. and White Oak Drive, all as shown on the plats entitled, "CREEKSIDE VILLAGE AT TANYARD COVE" recorded among the Plat Records of Anne Arundel County, Maryland as Plat 17220-17230, Plat Book 333, pages 44-50.

**CERTIFICATION**

The undersigned hereby certifies that the above instrument has been prepared by or under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland.

A handwritten signature in black ink, appearing to read 'Rachel M. Hess', is written over a horizontal line.

Rachel M. Hess, Esq.

**JOINDER AND CONSENT OF CONTRACT PURCHASER**

NVR, Inc., a Virginia corporation, d/b/a Ryan Homes (hereinafter referred to as "Contract Purchaser"), as the Contract Purchaser of the Lots described in the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions (the "Second Amendment"), hereby consents to the execution and recordation of the Second Amendment, to which this Joinder and Consent of Contract Purchaser is attached, and agrees, for the sole and limited purpose, that the terms, provisions, covenants, conditions and restrictions contained in the Second Amendment shall run with and bind the title of that portion of the property under contract by Contract Purchaser which is described in the Second Amendment.

The Contract Purchaser agrees to execute any further assurances of the foregoing as may be requested by the parties to the Second Amendment.

WITNESS:

CONTRACT PURCHASER:  
NVR, INC., d/b/a Ryan Homes

Suzanne Wiley

By: Richard Goldberg (SEAL)  
Richard Goldberg, Vice President

STATE OF MARYLAND, COUNTY OF Howard, TO WIT:

I HEREBY CERTIFY that on this 6 day of April, 2015, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Richard Goldberg, who acknowledged himself to be the Vice President of NVR, INC., d/b/a Ryan Homes, and he acknowledged that he executed the foregoing instrument on behalf of the said entity, as Vice President, for the purposes therein contained and he acknowledged the same to be the lawful act and deed of the aforesaid entity.

AS WITNESS my hand and Notarial Seal the day and year first above written.

My Commission Expires: 1-22-2018

Suzanne Wiley  
Notary Public

**SUZANNE WILEY  
NOTARY PUBLIC  
HARFORD COUNTY  
MARYLAND**

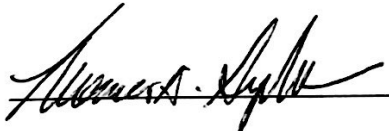
**CONSENT AND AGREEMENT OF TRUSTEES AND BENEFICIARY**

RONALD W. HUFFMAN and PATRICK G. TEHAN and PNC BANK, NATIONAL ASSOCIATION, who are, respectively, the Trustees and the Beneficiary under that certain Indemnity Deed of Trust and Assignment of Leases and Rents dated November 18, 2011, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 24034, folio 230 *et seq.* and that certain Indemnity Second Deed of Trust and Assignment of Leases and Rents dated May 31, 2013, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 26209, folio 254 *et seq.* (collectively, the "Deed of Trust") from Declarant, hereby join in the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions (the "Second Amendment") for the express purpose of subordinating all of their respective right, title and interest under such Deed of Trust in and to the real property described in the Second Amendment to the operation and effect thereto.

Nothing in the foregoing provisions of this Consent and Agreement of Trustees and Beneficiary shall be deemed in any way to create between the person or entity named in such Second Amendment as the "Declarant", and any of the undersigned, any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, each of the said Trustees (or such number of Trustees as required to legally execute an instrument) and the Beneficiary have executed and sealed this Consent and Agreement of Trustees and Beneficiary, or caused it to be executed and sealed on its behalf by its duly authorized representatives, this 6<sup>th</sup> day of April, 2015.

WITNESS:

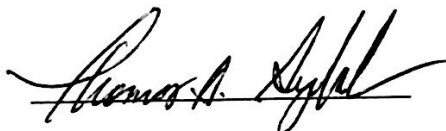


 (SEAL)  
RONALD W. HUFFMAN, TRUSTEE



 (SEAL)  
PATRICK G. TEHAN, TRUSTEE

ATTEST:



BENEFICIARY:

PNC BANK, NATIONAL ASSOCIATION

By:  (SEAL)  
Name: Ronald W. Huffman  
Title: Senior Vice President

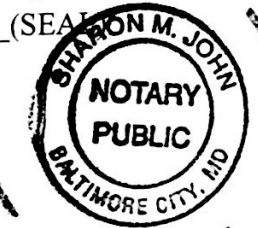
BK 282896053

STATE OF Maryland : <sup>city</sup>COUNTY OF Baltimore : TO WIT:

I HEREBY CERTIFY that on this 6<sup>th</sup> day of April 2015, before me, a Notary Public for the state aforesaid, personally appeared RONALD W. HUFFMAN, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed same as Trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Sharon M. John  
Notary Public



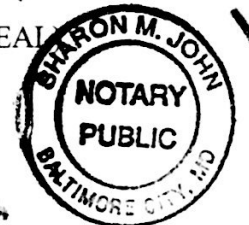
My commission expires on 1/7/2016

STATE OF Maryland : <sup>city</sup>COUNTY OF Baltimore : TO WIT:

I HEREBY CERTIFY that on this 6<sup>th</sup> day of April 2015, before me, a Notary Public for the state aforesaid, personally appeared PATRICK G. TEHAN, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed same as Trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Sharon M. John  
Notary Public



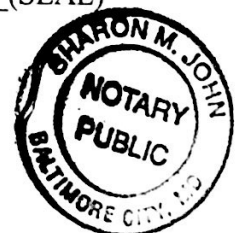
My commission expires on 1/7/2016

STATE OF Maryland : <sup>city</sup>COUNTY OF Baltimore : TO WIT:

I HEREBY CERTIFY, that on this 6<sup>th</sup> day of April, 2015, before me, the subscriber, a Notary Public of the state aforesaid, personally appeared Ronald W. Huffman who acknowledged himself to be the Senior Vice President of PNC BANK, NATIONAL ASSOCIATION, Beneficiary, and that he/she, being authorized to do so, executed this Consent and Agreement of Trustees and Beneficiary for the purposes therein set forth, by signing in my presence on behalf of the said Beneficiary.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Sharon M. John  
Notary Public



My commission expires on 1/7/2016

**CONSENT AND AGREEMENT OF TRUSTEE AND BENEFICIARY**

KIRK KUBISTA and MATT BECK and NVR, INC., who are, respectively, the Substitute Trustees, either of whom may act alone, and the Beneficiary under that certain Indemnity Deed of Trust dated January 25, 2011, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 23179, folio 416 *et seq.*, and Deed of Appointment Substituting Trustees dated May 15, 2013, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 26285, folio 320 *et seq.*, (collectively, the "Deed of Trust") from Declarant, hereby join in the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions (the "Second Amendment") for the express purpose of subordinating all of their respective right, title and interest under such Deed of Trust in and to the real property described in the Second Amendment to the operation and effect thereto.

Nothing in the foregoing provisions of this Consent and Agreement of Trustee and Beneficiary shall be deemed in any way to create between the person or entity named in such Amendment as the "Declarant", and any of the undersigned, any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, the said Substitute Trustee and the Beneficiary have executed and sealed this Consent and Agreement of Trustee and Beneficiary, or caused it to be executed and sealed on its behalf by its duly authorized representatives, this 2<sup>nd</sup> day of April, 2015.

WITNESS:



By: K. I. K. (SEAL)  
Name:  
Title: SUBSTITUTE TRUSTEE

ATTEST:



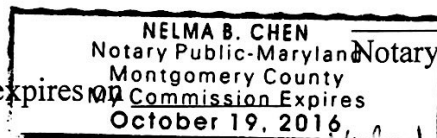
BENEFICIARY:  
NVR, INC.

By: K. I. K. (SEAL)  
Name: KIRK KUBISTA  
Title: SENIOR VICE PRESIDENT

STATE OF Maryland : COUNTY OF Montgomery : TO WIT:

I HEREBY CERTIFY that on this 2nd day of April, 2015, before me, a Notary Public for the state aforesaid, personally appeared Rirk Kubista, Substitute Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed same as Substitute Trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

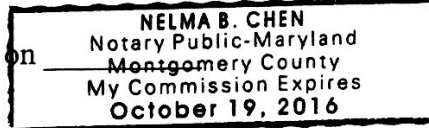


My commission expires on

STATE OF Maryland : COUNTY OF Montgomery : TO WIT:

I HEREBY CERTIFY, that on this 2nd day of April, 2015, before me, the subscriber, a Notary Public of the state aforesaid, personally appeared Rirk Kubista, who acknowledged himself to be the Senior Vice President of NVR, INC., Beneficiary, and that he/she, being authorized to do so, executed this Consent and Agreement of Trustees and Beneficiary for the purposes therein set forth, by signing in my presence on behalf of the said Beneficiary.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.



My commission expires on

AFTER RECORDATION, PLEASE RETURN TO:

Rachel M. Hess, Esq.  
Winegrad, Hess, Friedman & Levitt, LLC  
400 Redland Court, Suite 212  
Owings Mills, Maryland 21117



*The State of Maryland, Anne Arundel County, Set*

I HEREBY CERTIFY That the foregoing HCA amendment is truly taken and  
copied from Liber RPD No 28289 Folio 247 one of the  
Land Record books for Anne Arundel County

IN TESTIMONY WHEREOF I hereby set my hand and affix the  
Seal of the Circuit Court for Anne Arundel County this 22<sup>nd</sup>  
day of April A.D. 2015

CH

Robert P. Dickhaut  
Clerk of the Circuit Court for Anne Arundel County



**CREEKSIDE VILLAGE HOMEOWNERS ASSOCIATION, INC.  
THIRD AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

**THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** ("Third Amendment") is made this 20<sup>th</sup> day of April, 2016, by ATAPCO SYMPHONY VILLAGE LLC, a Maryland limited liability company (the "Declarant").

**RECITALS**

A. That certain Declaration of Covenants, Conditions and Restrictions dated December 19, 2012, was recorded among the Land Records of Anne Arundel County, Maryland ("Land Records") in Liber 25588, folio 0090 *et seq.* (the "Declaration"), First Amendment to the Declaration dated October 27, 2014, recorded among the Land Records in Liber 27765, folio 399 *et seq.* (the "First Amendment") and Second Amendment to the Declaration dated April 6, 2015, recorded among the Land Records in Liber 28289, folio 047 *et seq.* (the "Second Amendment").

B. Section 11.9 of the Declaration provides that Declarant has the power to unilaterally amend the Declaration during the Development Period with written consent of the Builder.

C. The Development Period has not expired as of the date of this Third Amendment and the Builder has executed a Joinder and Consent to this Third Amendment to evidence its written consent.

D. Declarant desires to amend the Declaration pursuant to this Third Amendment and to subject additional property to the terms and conditions of the Declaration pursuant to this Third Amendment, all as set forth below.

NOW THEREFORE, Declarant hereby amends the Declaration as follows:

1. All that property described in Exhibit "A" attached hereto is annexed to the Property subject to the Declaration, as amended from time to time, and shall be held, sold and conveyed subject to the easements, declarations, covenants and conditions set forth in the Declaration (as amended), which are for the purpose of protecting the value and desirability, and enhancing the attractiveness of the Property, and which shall run with the Property and shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner of the Property or any part thereof and their respective heirs, personal representatives, successors and assigns, and the Association.

2. The Recitals are incorporated herein as if fully set forth.

3. Any capitalized terms used in this Third Amendment shall have the meaning ascribed to them in the Declaration unless otherwise provided herein.

LR - Covenant  
Recording Fee 20.00  
Declarant Name: atapco  
symphony village llc  
Reference/Control #:  
LR - Covenant  
Surcharge 40.00  
Subtotal 60.00  
Total 115.00  
05/27/2016 01:53  
CC02-SB  
#6228001 CC0501 - Anne  
Arundel  
County/CC05.01.10 -  
Register 10

LR - Additional \$55 Recording  
Fee  
Total: 115.00  
REV-Check-BOA 115.00  
#6228001  
05/27/2016 01:53 CC02-SB  
#6228001 CC0501 - Anne Arundel  
County/CC05.01.10 - Register 10

05/27/16 12:59 PM C 0002 R 0002  
Val #: 0002-158942 \$0.00  
Agreement - Recordation Tax - Exempt  
Inst Type: Agreement

RECEIVED FOR RECORD  
CIRCUIT COURT A.A. COUNTY

2016 MAY 27 P 3:25

4. In all other respects, the Declaration, First Amendment and Second Amendment shall remain unchanged.

IN WITNESS WHEREOF, the undersigned party has executed this Third Amendment on the date first written above.

WITNESS/ATTEST:

DECLARANT:

ATAPCO SYMPHONY VILLAGE LLC

By: Atapco Properties, Inc., Its Managing Member

*J A Frederick*

By: *[Signature]* (SEAL)

Name: *Kevin F McAndrews*  
Title: *President*

STATE OF MARYLAND, CITY/COUNTY OF Baltimore TO WIT:

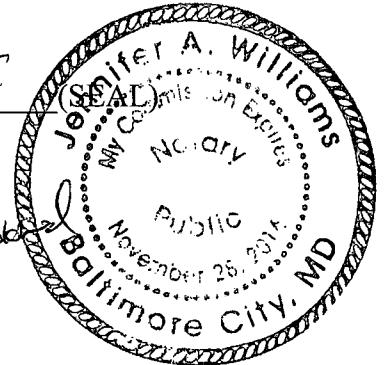
I HEREBY CERTIFY that on this 20<sup>th</sup> day of April, 2016, before, me, the subscriber, a Notary Public of the State of Maryland, personally appeared Kevin McAndrews, President of Atapco Properties, Inc., the Managing Member of ATAPCO SYMPHONY VILLAGE LLC, the Declarant named in the foregoing instrument, and being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of the said Declarant.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:

November 28, 2016

*\* Jennifer A Frederick*  
Notary Public  
*\* Jennifer A Frederick* commission  
as *Jennifer A Williams*



**EXHIBIT "A"****DESCRIPTION OF ADDITIONAL PROPERTY**

ALL THAT LAND located in the Third (3<sup>rd</sup>) Election District of Anne Arundel County, Maryland, which is described as follows:

**Lots:** Lots 332 through and including 364, Lots 365 through and including 391, Lots 394 through and including 412, Lots 442 through and including 451, Lots 452 through and including 469, Lots 517 through and including 531, Lots 582 through and including 595, and Lots 600 through and including 604, all as shown on the plats entitled, "AMENDED PLAT BULK PARCEL "A-R" CREEKSIDE VILLAGE AT TANYARD COVE RESIDENTIAL SECTION '3' PHASE 3'B'" recorded among the Plat Records of Anne Arundel County, Maryland as Plat 17678 - 17684, Plat Book 343, pages 2-8.

**Common Areas:** Open Space "H-2", Open Space "G-3", Open Space "N-2", Open Space "O-2", Open Space M-2A, Open Space M-2B, Open Space M-2C, Open Space "J-2", and including White Oak Drive, Willow Bend Drive, Creekside Village Boulevard, Still Pond Drive, Eagle Street, Apple Orchard Drive and Ravenwood Drive, all as shown on the plats entitled, "AMENDED PLAT BULK PARCEL "A-R" CREEKSIDE VILLAGE AT TANYARD COVE RESIDENTIAL SECTION '3' PHASE 3'B'" recorded among the Plat Records of Anne Arundel County, Maryland as Plat 17678 - 17684, Plat Book 343, pages 2-8.

**CERTIFICATION**

The undersigned hereby certifies that the above instrument has been prepared by or under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland.

A handwritten signature in black ink, appearing to be 'RMH', written over a horizontal line.

Rachel M. Hess, Esquire

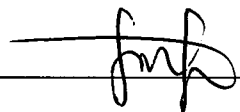
**JOINDER AND CONSENT OF CONTRACT PURCHASER/OWNER**

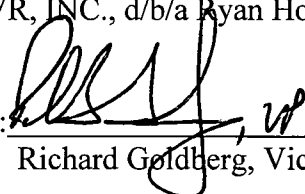
NVR, Inc., a Virginia corporation, d/b/a Ryan Homes (hereinafter referred to as "Contract Purchaser/Owner"), as the Contract Purchaser and/or Owner of the Lots described in the foregoing Third Amendment to Declaration of Covenants, Conditions and Restrictions (the "Third Amendment"), hereby consents to the execution and recordation of the Third Amendment, to which this Joinder and Consent of Contract Purchaser/Owner is attached, and agrees, for the sole and limited purpose, that the terms, provisions, covenants, conditions and restrictions contained in the Third Amendment shall run with and bind the title of that portion of the property under contract by Contract Purchaser/Owner which is described in the Third Amendment.

The Contract Purchaser/Owner agrees to execute any further assurances of the foregoing as may be requested by the parties to the Third Amendment.

WITNESS:

CONTRACT PURCHASER/OWNER:  
NVR, INC., d/b/a Ryan Homes

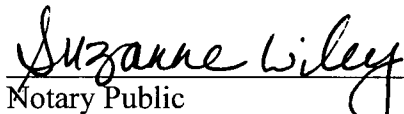
  
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By:  (SEAL)  
Richard Goldberg, Vice President

STATE OF MARYLAND, COUNTY OF Howard, TO WIT:

I HEREBY CERTIFY that on this 7<sup>th</sup> day of March, 2016, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Richard Goldberg, who acknowledged himself to be the Vice President of NVR, INC., d/b/a Ryan Homes, and he acknowledged that he executed the foregoing instrument on behalf of the said entity, as Vice President, for the purposes therein contained and he acknowledged the same to be the lawful act and deed of the aforesaid entity.

AS WITNESS my hand and Notarial Seal the day and year first above written.

  
Notary Public

My Commission Expires: 1-22-2018

**SUZANNE WILEY  
NOTARY PUBLIC  
HARFORD COUNTY  
MARYLAND**

CONSENT AND AGREEMENT OF BENEFICIARY

NVR, INC., the Beneficiary under that certain Indemnity Deed of Trust dated January 25, 2011, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 23179, folio 416 *et seq.* (the "Deed of Trust"), from Declarant, hereby joins in the foregoing Third Amendment to Declaration of Covenants, Conditions and Restrictions (the "Third Amendment") for the express purpose of subordinating all of Beneficiary's right, title and interest under such Deed of Trust in and to the real property described in the Third Amendment to the operation and effect thereto.

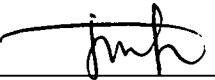
Nothing in the foregoing provisions of this Consent and Agreement of Beneficiary shall be deemed in any way to create between the person or entity named in such Third Amendment as the "Declarant", and any of the undersigned, any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

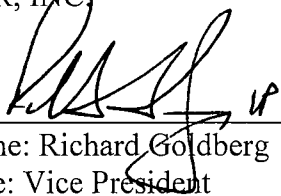
IN WITNESS WHEREOF, the said Beneficiary has executed and sealed this Consent and Agreement of Beneficiary, or caused it to be executed and sealed on its behalf by its duly authorized representatives, this 23<sup>rd</sup> day of February, 2016.

ATTEST:

BENEFICIARY:

NVR, INC.




By:  (SEAL)  
Name: Richard Goldberg  
Title: Vice President

STATE OF Maryland : COUNTY OF Howard : TO WIT:

I HEREBY CERTIFY, that on this 23<sup>rd</sup> day of February, 2016, before me, the subscriber, a Notary Public of the state aforesaid, personally appeared Richard Goldberg, who acknowledged himself to be the Vice President of NVR, INC., Beneficiary, and that he, being authorized to do so, executed this Consent and Agreement of Beneficiary for the purposes therein set forth, by signing in my presence on behalf of the said Beneficiary.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

 (SEAL)  
Notary Public

My commission expires on 1-22-2018

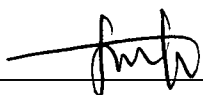
**JOINDER AND CONSENT OF CONTRACT PURCHASER**

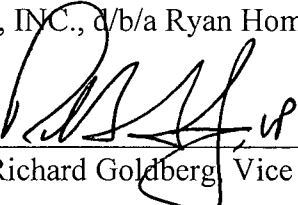
NVR, Inc., a Virginia corporation, d/b/a Ryan Homes (hereinafter referred to as "Contract Purchaser"), as the Contract Purchaser of the Lots described in the foregoing Third Amendment to Declaration of Covenants, Conditions and Restrictions (the "Third Amendment"), hereby consents to the execution and recordation of the Third Amendment, to which this Joinder and Consent of Contract Purchaser is attached, and agrees, for the sole and limited purpose, that the terms, provisions, covenants, conditions and restrictions contained in the Third Amendment shall run with and bind the title of that portion of the property under contract by Contract Purchaser which is described in the Third Amendment.

The Contract Purchaser agrees to execute any further assurances of the foregoing as may be requested by the parties to the Third Amendment.

WITNESS:

CONTRACT PURCHASER:  
NVR, INC., d/b/a Ryan Homes

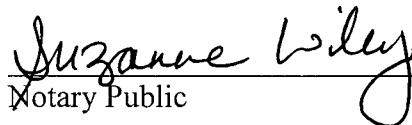
  
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By:  (SEAL)  
Richard Goldberg Vice President

STATE OF MARYLAND, COUNTY OF Howard, TO WIT:

I HEREBY CERTIFY that on this 23<sup>rd</sup> day of February, 2016, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Richard Goldberg, who acknowledged himself to be the Vice President of NVR, INC., d/b/a Ryan Homes, and he acknowledged that he executed the foregoing instrument on behalf of the said entity, as Vice President, for the purposes therein contained and he acknowledged the same to be the lawful act and deed of the aforesaid entity.

AS WITNESS my hand and Notarial Seal the day and year first above written.

  
Notary Public

My Commission Expires: 1-22-2018

**SUZANNE WILEY  
NOTARY PUBLIC  
HARFORD COUNTY  
MARYLAND**



**CONSENT AND AGREEMENT OF TRUSTEES AND BENEFICIARY**

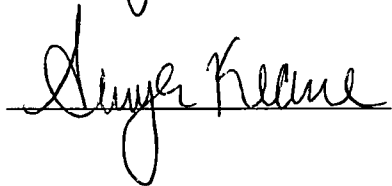
RONALD W. HUFFMAN and PATRICK G. TEHAN and PNC BANK, NATIONAL ASSOCIATION, who are, respectively, the Trustees and the Beneficiary under that certain Indemnity Deed of Trust and Assignment of Leases and Rents dated November 18, 2011, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 24034, folio 230 *et seq.* and that certain Indemnity Second Deed of Trust and Assignment of Leases and Rents dated May 31, 2013, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 26209, folio 254 *et seq.* (collectively, the "Deed of Trust") from Declarant, hereby join in the foregoing Third Amendment to Declaration of Covenants, Conditions and Restrictions (the "Third Amendment") for the express purpose of subordinating all of their respective right, title and interest under such Deed of Trust in and to the real property described in the Third Amendment to the operation and effect thereto.

Nothing in the foregoing provisions of this Consent and Agreement of Trustees and Beneficiary shall be deemed in any way to create between the person or entity named in such Third Amendment as the "Declarant", and any of the undersigned, any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, each of the said Trustees (or such number of Trustees as required to legally execute an instrument) and the Beneficiary have executed and sealed this Consent and Agreement of Trustees and Beneficiary, or caused it to be executed and sealed on its behalf by its duly authorized representatives, this 2<sup>nd</sup> day of March, 2016.

WITNESS:





 (SEAL)  
RONALD W. HUFFMAN, TRUSTEE

 (SEAL)  
PATRICK G. TEHAN, TRUSTEE

ATTEST:



BENEFICIARY:  
PNC BANK, NATIONAL ASSOCIATION

By:  (SEAL)  
RONALD W. HUFFMAN  
SENIOR VICE PRESIDENT



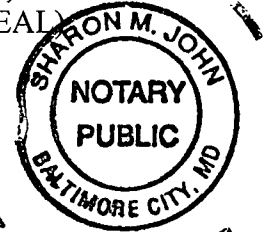
STATE OF Maryland : <sup>City</sup>COUNTY OF Baltimore : TO WIT:

I HEREBY CERTIFY that on this 3<sup>rd</sup> day of March 2016, before me, a Notary Public for the state aforesaid, personally appeared RONALD W. HUFFMAN, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed same as Trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Sharon M. John (SEAL)  
Notary Public

My commission expires on 1/7/2019



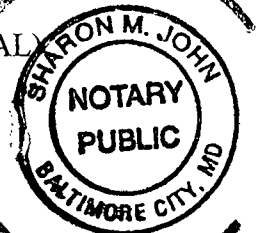
STATE OF Maryland : <sup>City</sup>COUNTY OF Baltimore : TO WIT:

I HEREBY CERTIFY that on this 3<sup>rd</sup> day of March 2016, before me, a Notary Public for the state aforesaid, personally appeared PATRICK G. TEHAN, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed same as Trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Sharon M. John (SEAL)  
Notary Public

My commission expires on 1/7/2019



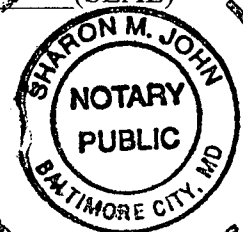
STATE OF Maryland : <sup>City</sup>COUNTY OF Baltimore : TO WIT:

I HEREBY CERTIFY, that on this 3<sup>rd</sup> day of March, 2016, before me, the subscriber, a Notary Public of the state aforesaid, personally appeared RONALD W; HUFFMAN, who acknowledged himself to be the Senior Vice President of PNC BANK, NATIONAL ASSOCIATION, Beneficiary, and that he/she, being authorized to do so, executed this Consent and Agreement of Trustees and Beneficiary for the purposes therein set forth, by signing in my presence on behalf of the said Beneficiary.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Sharon M. John (SEAL)  
Notary Public

My commission expires on 1/7/2019



AFTER RECORDATION, PLEASE RETURN TO:

Lauri J. Corley, Esquire  
Winegrad, Hess, Friedman & Levitt, LLC  
400 Redland Court, Suite 212  
Owings Mills, Maryland 21117

**MARYLAND HOMEOWNERS ASSOCIATION ACT DISCLOSURE STATEMENT**  
**CREEKSIDE VILLAGE HOMEOWNERS ASSOCIATION, INC.**

(Updated September 27, 2016)

This Disclosure Statement (“Disclosure”) is delivered to you by NVR, Inc., t/a Ryan Homes (“Vendor”), as a purchaser of a Lot in the subdivision known as Creekside Village at Tanyard Cove (the “Development”), pursuant to Section 11B-105(b) of the Maryland Homeowners Association Act. In addition to this Disclosure, you are receiving copies of the documents referred to herein under Section 13. of this Disclosure.

Words used in this Disclosure with a first capital letter are defined to mean the same as in that certain Declaration of Covenants, Conditions and Restrictions of Creekside Village Homeowners Association, Inc. dated December 19, 2012, as recorded among the Land Records of Anne Arundel County, Maryland (the “Land Records”) in Liber 25588, folio 0090 *et seq.*, and any amendments, modifications or additions thereto (hereinafter referred to as the “Declaration”).

The “Plat” as such term is used herein means and refers collectively to all plats recorded among the Land Records for the Development (the “Plat”), and shall also include any plats recorded among the Land Records in substitution thereof, or as amended thereto.

1. The name and contact information of the Declarant are:

Atapco Symphony Village LLC  
c/o Atapco Properties  
One South Street, Suite 2800  
Baltimore, Maryland 21202  
(410) 347-7174

2. The name and contact information of the Vendor are:

NVR, Inc., t/a Ryan Homes  
9720 Patuxent Woods Drive  
Columbia, Maryland 21046  
(443) 574-1560

The names and addresses of the principal officers of the Vendor are as follows: Paul C. Saville, Chief Executive Officer and President; Daniel D. Malzahn, Chief Financial Officer, Vice President Finance and Treasurer; James M. Sack, Vice President, General Counsel and Secretary; and Eugene J. Bredow, Vice President, Controller and Assistant Secretary, all of whom are located at Plaza America Tower, 11700 Plaza America Drive, Suite 500, Reston, Virginia 20190.

3. The name of the Homeowners Association is Creekside Village Homeowners Association, Inc. (“Homeowners Association” or “Association”). The Homeowners Association is incorporated under the laws of the State of Maryland. The name of the Maryland resident agent for

the Homeowners Association is Rachel M. Hess, 400 Redland Court, Suite 212, Owings Mills, Maryland 21117.

As described in Section 2.16(b) of the Declaration, Owners, tenants or other regular occupants of garage townhouses shall use the driveways and garages of such townhome for the parking of Vehicles (to the extent such Vehicles are permitted hereunder), however, the guests and invitees of such Owners, tenants or regular occupants may park permitted Vehicles on the roadways on a temporary basis. Effective September 15, 2014, certain parking spaces located on the Common Area will be assigned for the exclusive use of Lots without driveways or garages. Unassigned parking spaces (those which are not marked with a corresponding Lot number) shall be available for guest parking not to exceed a period of seventy-two (72) hours (without first obtaining prior written consent from the Association's manager). Unauthorized vehicles parked in an assigned parking space or guest parking space may be towed in accordance with applicable law at the expense of the owner of the vehicle.

4. The Development is located in the Third (3rd) District of Anne Arundel County, Maryland off of Marley Neck Road, and when fully completed it is currently planned to include a maximum of eight hundred twenty (820) Lots comprised of single family detached Lots and single family attached townhome Lots.

5. Neither Declarant nor Vendor owns any property contiguous to the Development which is to be dedicated to public use, other than those areas shown on the Plat which have been, or may be dedicated, including Creekside Village Boulevard and Creekside Drive (which are intended to be public) and other public easements indicated on the Plat.

6. The Development is not a part of, or located within, another development.

7. The Development is intended to be developed in several phases, and for such purposes the Declaration provides that Declarant may, for a period of fifteen (15) years from the date of the Declaration, annex additional property within the Community without the consent of the Class A Members of the Association, provided that a supplemental declaration is recorded as provided in Article III of the Declaration.

8. Attached hereto are copies of: (a) the Articles of Incorporation of the Association filed with the Maryland State Department of Assessments and Taxation (the "Articles of Incorporation"), (b) the By-Laws of the Association, as adopted by its Board of Directors (the "By-Laws") and (c) the Rules and Regulations of the Association, as adopted by its Board of Directors (the "Rules and Regulations"). The obligations set forth in the Declaration, Articles of Incorporation, By-Laws and Rules and Regulations are enforceable against the Owners and their respective tenants.

Copies of the Declaration and all recorded covenants and restrictions to the extent reasonably available, as well as any rules and regulations affecting the Development, of which the purchaser will become obligated upon becoming an owner of the Lot, have also been provided.

9. It is anticipated that the Association shall own and/or be responsible for maintaining, repairing and insuring the Common Areas as set forth in Section 1.3 of the Declaration to include, but not be limited to, the private roads designated as “Foxwood Drive”, “Fox River Hills Way”, “Meadowgate Drive”, “Willow Bend Drive”, “Trailview Crossing”, “Ravenwood Drive”, “Road C”, and “Road D”, including the roadways, parking areas, sidewalks, street lights, signs, storm drainage systems and the portions of driveways located within the private rights-of-way, “Open Space ‘A’”, “Open Space ‘B’”, “Open Space ‘C’”, “Open Space ‘D’”, “Open Space ‘E’”, “Open Space ‘F’”, “Open Space ‘G’”, “Open Space ‘P’”, “Open Space ‘U’”, and “Recreation Area ‘A’”, all as shown on the Plat, as well as other areas utilized as open space, private storm drains, private stormwater management facilities, drainage and utility easements, landscaping and entrance monuments serving the Community, any clubhouse, picnic areas, outdoor pool and playground areas, saving and excepting, however, so much of the Land previously conveyed or to be conveyed to the County.

In addition, the Association shall also perform those obligations and comply with all provisions as set forth in the License Agreement and Maintenance Agreement (included in the Declaration as Exhibit “B” and Exhibit “C” respectively), including without limitation, maintenance of the areas described therein and payment of any required insurance for such areas and payment of any bond premiums provided thereunder. In the event the Association fails to perform any of the obligations and/or comply with any provisions of the License Agreement and/or Maintenance Agreement, then the Association and its members indemnify the Declarant for any all costs and expenses it may incur, including without limitation, costs the County may charge and Declarant’s legal fees.

Further, as provided in Section 6.4(a) of the Declaration, the Association will perform lawn care and landscape maintenance of the yards surrounding those Lots with attached single-family dwellings, including mowing, edging, fertilizing, mulching and spring clean-up.

10. Copies of the Association’s budget for the 2016 fiscal year as well as copies of the Association’s proposed budgets for the first fiscal year and at buildout are attached hereto.

(i) Pursuant to Article VI, Section 7. of the Declaration, the Annual Assessments shall commence against a Lot on the date that the Lot is first conveyed to an Owner other than the Declarant or a Builder. The Annual Assessment is due on a monthly basis unless otherwise established by the Board of Directors.

(ii) Other than Lots owned by Declarant and/or Builder, the Annual Assessment for each Lot shall be the aggregate of Nine Hundred Forty-Eight Dollars (\$948.00), payable at the rate of Seventy-Nine Dollars (\$79.00) monthly, subject to Section 8.6 (a) of the Declaration. The maximum Annual Assessment may be increased each year by not more than twenty percent (20%) above the maximum Annual Assessment of the previous year without a vote of the membership of the Association in accordance with Section 8.3 of the Declaration. In addition, the maximum Annual Assessment may be increased above the twenty percent (20%) limitation specified in the preceding sentence only by a vote of two-thirds (2/3) of each class of Members of the Association, voting in person or by proxy, at a meeting duly called for such purpose.

(iii) In addition to the Annual Assessments, 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, reconstruction, repair or replacement of any capital improvement upon the Common Areas and/or to meet any other deficit of the Association or any emergency or unforeseen expenses of the Association, as provided in Article VIII, Section 8.4 of the Declaration.

(iv) The Board of Directors of the Association shall fix the amount of the assessments against each Lot at least thirty (30) days in advance of each annual assessment period, and written notice of the Annual Assessment shall be sent to every Owner subject thereto.

(v) Unpaid assessments shall remain the personal obligation of each Owner of a Lot, and any assessment or portion thereof not paid within fifteen (15) days after the due date shall be subject to interest from the due date at the rate of eighteen percent (18%) per annum (unless such rate of interest is not legally allowable in which event the highest rate permitted by law shall be applicable), shall be subject to a late charge of Fifteen Dollars (\$15.00) or ten percent (10%) of the assessment, or portion thereof, whichever is greater, and shall be subject to any collection costs, and attorneys' fees for the collection thereof in an amount not less than twenty percent (20%) of any and all outstanding assessments and charges. Further, the Association shall have the right to declare the entire balance of the assessment and accrued interest thereon to be immediately due and payable. The Association may, at its option, bring an action at law against the Owner personally obligated to pay the same and/or without waiving any other right, at equity to foreclose the lien against the Lot in the same manner and subject to the same requirements as are specified by the law of Maryland for the foreclosure of mortgages or deeds of trust containing a power of sale or an assent to a decree, and there shall be added to the amount of such assessment the reasonable costs of preparing and filing the complaint of such action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided, late fees and attorneys' fees of not less than twenty percent (20%) of any and all outstanding assessments and charges, to be fixed by the court together with the cost of the action. The assessments under the Declaration are a continuing lien on the Lots and delinquent assessments may also be enforced by foreclosure of a lien on a Lot pursuant to the Maryland Contract Lien Act.

(vi) At settlement, the sum of money equal to the then applicable Annual Assessment shall be payable to the Association from each purchaser of a Lot (other than the Declarant or a Builder) for the purpose of start-up expenses and operating contingencies. This initial capital contribution shall be in addition to, and not a prepayment of, any other type of assessment.

11. The zoning and other land use requirements affecting the Development can be found by contacting the Anne Arundel County Office of Planning and Zoning, Heritage Office Complex, 2664 Riva Road, Annapolis, Maryland 21401; (410) 222-7450.

12. Special rights or exemptions reserved to the Declarant and/or Vendor shall include, among other things, the following:

(a) The Declarant and Vendor are exempt from some or all of the Architectural Review Committee submittal requirements as provided in Article II of the Declaration.

(b) The Declarant and the Vendor, as Class B Members, are provided a weighted vote of ten (10) votes per Lot for each Lot owned by such Class B Member, in all proceedings in which actions shall be taken by members of the Association, until such time that the Class B membership shall cease and be converted to Class A membership as set forth in the Declaration.

(c) The Declarant and Vendor have certain reserved rights and easements, as set forth and more fully described in the Declaration.

(d) The Declarant and Vendor are exempt from some or all of the provisions of the Declaration pertaining to use restrictions during the construction or development of the Development.

(e) The Declarant and Vendor are exempt from the payment of assessments under Article VI of the Declaration.

13. Copies of the following documents are attached hereto:

(a) Declaration of Covenants, Conditions and Restrictions of Creekside Village Homeowners Association, Inc., as amended from time to time.

(b) Articles of Incorporation for Creekside Village Homeowners Association, Inc.

(c) By-Laws of Creekside Village Homeowners Association, Inc.

(d) Rules and Regulations.

(i) No-Impact Home-Based Business.

(ii) Resolution No. 2014-3 – Architectural Standards for Decks & Fences.

(iii) Resolution No. 2014-4 – Parking & Towing on Common Grounds.

(e) Budgets.

(f) Common Areas Deeds.

(g) Informal Organizational Action of the Board of Directors.

(h) Resolution No. 2014-2 – Collection of Assessments.

- (i) Deed of Easement and Agreement Forest Conservation Easement (25582-376).
- (j) Deed of Easement and Agreement Forest Conservation Easement (25582-400).
- (k) Deed of Easement and Agreement (25582-440).
- (l) Deed of Easement and Agreement (25864-240).



**VENDOR CERTIFICATE**

**PURCHASER IS HEREBY ADVISED THAT UNDER SECTION 11B-105 (D) (2) OF THE REAL PROPERTY ARTICLE, ANNOTATED CODE OF MARYLAND, VENDOR IS NOT LIABLE TO PURCHASER FOR ANY ERRONEOUS INFORMATION PROVIDED BY AN UNAFFILIATED DECLARANT, SO LONG AS THE SELLER PROVIDES THE PURCHASER WITH A CERTIFICATE STATING THE NAME OF THE PERSON WHO PROVIDED THE INFORMATION ALONG WITH AN ADDRESS AND TELEPHONE NUMBER FOR CONTACTING SUCH PERSON. VENDOR HAS BEEN PROVIDED THE INFORMATION FOR THIS DISCLOSURE STATEMENT BY DECLARANT, ATAPCO SYMPHONY VILLAGE LLC C/O ATAPCO PROPERTIES, ONE SOUTH STREET, SUITE 2800, BALTIMORE, MD 21202, PHONE 410-347-7174. THE VENDOR IS UNAFFILIATED WITH DECLARANT.**

**PURCHASER ACKNOWLEDGEMENT**

The Purchaser does hereby acknowledge receipt of the documents identified herein, and all other disclosures required pursuant to the Maryland Homeowners Association Act, relating to the Lot and the Association, to which Purchaser shall become obligated upon becoming an Owner of the Lot.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

**CREEKSIDE VILLAGE HOMEOWNERS ASSOCIATION, INC.  
FIFTH AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

**THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** ("Fifth Amendment") is made this 2nd day of May, 2017, by ATAPCO SYMPHONY VILLAGE LLC, a Maryland limited liability company (the "Declarant").

**RECITALS**

A. That certain Declaration of Covenants, Conditions and Restrictions dated December 19, 2012, was recorded among the Land Records of Anne Arundel County, Maryland ("Land Records") in Liber 25588, folio 0090 *et seq.* (the "Declaration"), First Amendment to the Declaration dated October 27, 2014, recorded among the Land Records in Liber 27765, folio 399 *et seq.* (the "First Amendment"), Second Amendment to the Declaration dated April 6, 2015, recorded among the Land Records in Liber 28289, folio 047 *et seq.* (the "Second Amendment"), and Third Amendment to the Declaration dated April 20, 2016, recorded among the Land Records in Liber 29625, folio 276 *et seq.* (the "Third Amendment") and Fourth Amendment to the Declaration dated August 22, 2016, recorded among the Land Records in Liber 29970, folio 471 *et seq.* (the "Fourth Amendment").

B. Section 11.9 of the Declaration provides that Declarant has the power to unilaterally amend the Declaration during the Development Period with written consent of the Builder.

C. The Development Period has not expired as of the date of this Fifth Amendment and the Builder has executed a Joinder and Consent to this Fifth Amendment to evidence its written consent.

D. Declarant desires to amend the Declaration pursuant to this Fifth Amendment and to subject additional property to the terms and conditions of the Declaration pursuant to this Fifth Amendment, all as set forth below.

NOW THEREFORE, Declarant hereby amends the Declaration as follows:

1. All that property described in Exhibit "A" attached hereto is annexed to the Property subject to the Declaration, as amended from time to time, and shall be held, sold and conveyed subject to the easements, declarations, covenants and conditions set forth in the Declaration (as amended), which are for the purpose of protecting the value and desirability, and enhancing the attractiveness of the Property, and which shall run with the Property and shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner of the Property or any part thereof and their respective heirs, personal representatives, successors and assigns, and the Association.

Recording Fee 20.00  
Declarant Name: ATAPCO  
Folio 471  
LR - Covenant  
Surcharge 40.00  
SubTotal 60.00  
Total 60.00  
05/04/2017 01:34  
CC02-LK  
#6313433 CC0501 - Anne  
Arundel  
County  
Register 10

2. The Recitals are incorporated herein as if fully set forth.
3. Any capitalized terms used in this Fifth Amendment shall have the meaning ascribed to them in the Declaration unless otherwise provided herein.
4. In all other respects, the Declaration, First Amendment, Second Amendment, Third Amendment and Fourth Amendment shall remain unchanged.

IN WITNESS WHEREOF, the undersigned party has executed this Fifth Amendment on the date first written above.

WITNESS/ATTEST:

DECLARANT:

ATAPCO SYMPHONY VILLAGE LLC

By: Atapco Properties, Inc., Its Managing Member

By: [Signature] (SEAL)

Name: Kevin F. McAndrews

Title: President

STATE OF MARYLAND, CITY/COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY that on this 28<sup>th</sup> day of April, 2017, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Kevin F. McAndrews, President of Atapco Properties, Inc., the Managing Member of ATAPCO SYMPHONY VILLAGE LLC, the Declarant named in the foregoing instrument, and being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of the said Declarant.

AS WITNESS my hand and Notarial Seal.

[Signature] (SEAL)  
Notary Public

My Commission Expires: 1/19/2021

Nicole A. Crockett  
Notary  
Public  
Baltimore County, MD

**EXHIBIT "A"****DESCRIPTION OF ADDITIONAL PROPERTY**

ALL THAT LAND located in the Third (3<sup>rd</sup>) Election District of Anne Arundel County, Maryland, which is described as follows:

**Lots:** Lots 80 through and including 102 and Lots 152 through and including 243, all as shown on the plats entitled, "AMENDED PLAT BULK PARCEL "A-RRR" CREEKSIDE VILLAGE AT TANYARD COVE RESIDENTIAL SECTION '4'" recorded among the Plat Records of Anne Arundel County, Maryland as Plats 18025 - 18032, Plat Book 349, pages 49 and 50 and Plat Book 350, pages 1-6.

**Common Areas:** Open Space "M", Open Space "N", Open Space "R", Open Space "1", Open Space "2", Open Space "3", Open Space "4", Active Recreation Area "E", and including Hickory Hollow Drive, Eagle Street, Hillcrest Way, Creekside Village Boulevard, Ravenwood Drive, Encore Road/Encore Drive and Boxwood Drive, all as shown on the plats entitled, "AMENDED PLAT BULK PARCEL "A-RRR" CREEKSIDE VILLAGE AT TANYARD COVE RESIDENTIAL SECTION '4'" recorded among the Plat Records of Anne Arundel County, Maryland as Plats 18025 - 18032, Plat Book 349, pages 49 and 50 and Plat Book 350, pages 1-6.

**CERTIFICATION**

The undersigned hereby certifies that the above instrument has been prepared by or under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland.

A handwritten signature in black ink, appearing to be 'R. Hess', written over a horizontal line.

Rachel M. Hess, Esquire

**JOINDER AND CONSENT OF CONTRACT PURCHASER/OWNER**

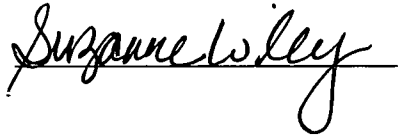
NVR, Inc., a Virginia corporation, d/b/a Ryan Homes (hereinafter referred to as "Contract Purchaser/Owner"), as the Contract Purchaser and/or Owner of the Lots described in the foregoing Fifth Amendment to Declaration of Covenants, Conditions and Restrictions (the "Fifth Amendment"), hereby consents to the execution and recordation of the Fifth Amendment, to which this Joinder and Consent of Contract Purchaser/Owner is attached, and agrees, for the sole and limited purpose, that the terms, provisions, covenants, conditions and restrictions contained in the Fifth Amendment shall run with and bind the title of that portion of the property under contract by Contract Purchaser/Owner which is described in the Fifth Amendment.

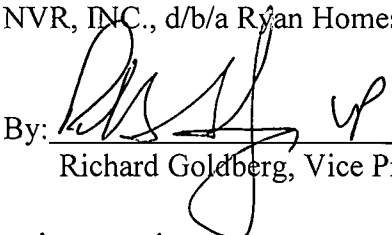
The Contract Purchaser/Owner agrees to execute any further assurances of the foregoing as may be requested by the parties to the Fifth Amendment.

WITNESS:

CONTRACT PURCHASER/OWNER:

NVR, INC., d/b/a Ryan Homes




By:  (SEAL)  
Richard Goldberg, Vice President

STATE OF MARYLAND, COUNTY OF Howard, TO WIT:

I HEREBY CERTIFY that on this 2 day of May, 2017, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Richard Goldberg, who acknowledged himself to be the Vice President of NVR, INC., d/b/a Ryan Homes, and he acknowledged that he executed the foregoing instrument on behalf of the said entity, as Vice President, for the purposes therein contained and he acknowledged the same to be the lawful act and deed of the aforesaid entity.

AS WITNESS my hand and Notarial Seal the day and year first above written.

  
Notary Public

My Commission Expires: 1-22-2018

**SUZANNE WILEY  
NOTARY PUBLIC  
HARFORD COUNTY  
MARYLAND**

**CONSENT AND AGREEMENT OF BENEFICIARY**

NVR, INC., the Beneficiary under that certain Indemnity Deed of Trust dated January 25, 2011, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 23179, folio 416 *et seq.* (the "Deed of Trust"), from Declarant, hereby joins in the foregoing Fifth Amendment to Declaration of Covenants, Conditions and Restrictions (the "Fifth Amendment") for the express purpose of subordinating all of Beneficiary's right, title and interest under such Deed of Trust in and to the real property described in the Fifth Amendment to the operation and effect thereto.

Nothing in the foregoing provisions of this Consent and Agreement of Beneficiary shall be deemed in any way to create between the person or entity named in such Fifth Amendment as the "Declarant", and any of the undersigned, any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, the said Beneficiary has executed and sealed this Consent and Agreement of Beneficiary, or caused it to be executed and sealed on its behalf by its duly authorized representatives, this 2 day of May, 2017.

ATTEST:

BENEFICIARY:  
NVR, INC.Suzanne WileyBy: [Signature] (SEAL)  
Name: Richard Goldberg  
Title: Vice PresidentSTATE OF Maryland : COUNTY OF Howard : TO WIT:

I HEREBY CERTIFY, that on this 2 day of May, 2017, before me, the subscriber, a Notary Public of the state aforesaid, personally appeared Richard Goldberg, who acknowledged himself to be the Vice President of NVR, INC., Beneficiary, and that he, being authorized to do so, executed this Consent and Agreement of Beneficiary for the purposes therein set forth, by signing in my presence on behalf of the said Beneficiary.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Suzanne Wiley (SEAL)  
Notary PublicMy commission expires on 1-22-2018

**SUZANNE WILEY  
NOTARY PUBLIC  
HARFORD COUNTY  
MARYLAND**

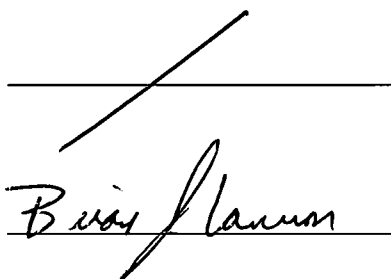
**CONSENT AND AGREEMENT OF TRUSTEES AND BENEFICIARY**

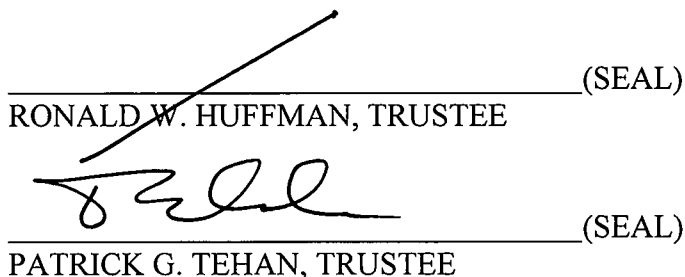

RONALD W. HUFFMAN and PATRICK G. TEHAN and PNC BANK, NATIONAL ASSOCIATION, who are, respectively, the Trustees and the Beneficiary under that certain Indemnity Deed of Trust and Assignment of Leases and Rents dated November 18, 2011, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 24034, folio 230 *et seq.* and that certain Indemnity Second Deed of Trust and Assignment of Leases and Rents dated May 31, 2013, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 26209, folio 254 *et seq.* (collectively, the "Deed of Trust") from Declarant, hereby join in the foregoing Fifth Amendment to Declaration of Covenants, Conditions and Restrictions (the "Fifth Amendment") for the express purpose of subordinating all of their respective right, title and interest under such Deed of Trust in and to the real property described in the Fifth Amendment to the operation and effect thereto.

Nothing in the foregoing provisions of this Consent and Agreement of Trustees and Beneficiary shall be deemed in any way to create between the person or entity named in such Fifth Amendment as the "Declarant", and any of the undersigned, any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

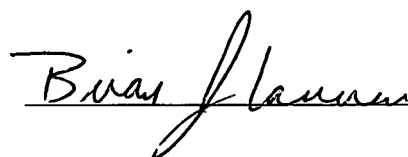
IN WITNESS WHEREOF, each of the said Trustees (or such number of Trustees as required to legally execute an instrument) and the Beneficiary have executed and sealed this Consent and Agreement of Trustees and Beneficiary, or caused it to be executed and sealed on its behalf by its duly authorized representatives, this 27<sup>th</sup> day of March, 2017.

WITNESS:

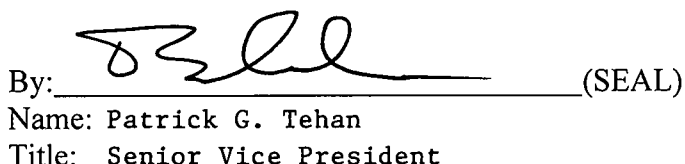


 (SEAL)  
RONALD W. HUFFMAN, TRUSTEE  
 (SEAL)  
PATRICK G. TEHAN, TRUSTEE

ATTEST:



BENEFICIARY:  
PNC BANK, NATIONAL ASSOCIATION

By:  (SEAL)  
Name: Patrick G. Tehan  
Title: Senior Vice President



STATE OF \_\_\_\_\_: COUNTY OF \_\_\_\_\_: TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_ 2017, before me, a Notary Public for the state aforesaid, personally appeared RONALD W. HUFFMAN, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed same as Trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

\_\_\_\_\_(SEAL)  
Notary Public

My commission expires on \_\_\_\_\_

STATE OF Maryland: COUNTY OF Baltimore: TO WIT:

I HEREBY CERTIFY that on this 27<sup>th</sup> day of March 2017, before me, a Notary Public for the state aforesaid, personally appeared PATRICK G. TEHAN, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed same as Trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

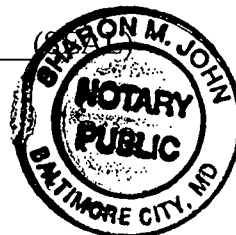
Sharon M. John  
Notary Public

My commission expires on 1/7/2019STATE OF Maryland: COUNTY OF Baltimore: TO WIT:

I HEREBY CERTIFY, that on this 27<sup>th</sup> day of March, 2017, before me, the subscriber, a Notary Public of the state aforesaid, personally appeared Patrick G. Tehan, who acknowledged himself to be the Senior Vice President of PNC BANK, NATIONAL ASSOCIATION, Beneficiary, and that he/she, being authorized to do so, executed this Consent and Agreement of Trustees and Beneficiary for the purposes therein set forth, by signing in my presence on behalf of the said Beneficiary.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Sharon M. John  
Notary Public

My commission expires on 1/7/2019

AFTER RECORDATION, PLEASE RETURN TO:

Rachel M. Hess, Esquire  
Winegrad, Hess, Friedman & Levitt, LLC  
400 Redland Court, Suite 212  
Owings Mills, Maryland 21117

**ARTICLES OF INCORPORATION**  
**CREEKSIDE VILLAGE HOMEOWNERS ASSOCIATION, INC.**

The undersigned subscriber, Rachel M. Hess, whose post office address is 400 Redland Court, Suite 212, Owings Mills, Maryland 21117, being at least eighteen (18) years of age, does hereby act as incorporator with the intention of forming a corporation under and by virtue of the General Laws of the State of Maryland, and for such purpose hereby makes, executes, and adopts the following Articles of Incorporation:

**FIRST:** The name of this corporation (hereinafter "Corporation") shall be:

CREEKSIDE VILLAGE HOMEOWNERS ASSOCIATION, INC.

**SECOND:** The address of the principal place of business of this Corporation shall be located at: c/o Atapco Properties, Inc., 10 East Baltimore Street, Suite 1501, Baltimore, Maryland 21202-1630.

**THIRD:** The resident agent of this Corporation shall be Rachel M. Hess, whose address is 400 Redland Court, Suite 212, Owings Mills, Maryland 21117. Said resident agent is a citizen and actual resident of the State of Maryland.

**FOURTH:** The purposes for which the Corporation is formed are as follows:

To organize and operate a real estate management association exclusively to provide for the acquisition, construction, management, maintenance, care and preservation of the open spaces, common areas and facilities within those certain tracts of property described in paragraph (a) of this Article Fourth, and to promote the recreation, health, safety and welfare of the residents within the said described property, and any addition thereto as may hereafter be brought within the jurisdiction of this Corporation, no part of the net earnings of which is to inure to the benefit of, or be distributable to, any director, officer, or Member of the Corporation, or any other individual, so that no pecuniary gain or profit to the Members thereof is contemplated, and for such general purposes, and limited to those purposes, the Corporation shall have the following powers:

(a) To acquire, own, hold, preserve, develop, improve, build upon, manage, operate and maintain open space tracts or areas and common or recreational areas, property, facilities and real estate, whether fee simple or leasehold, and whether improved or unimproved, all designed for the common use, benefit, enjoyment, recreation, health, safety and welfare of the record owner or owners of each lot now or hereafter laid out or established within that parcel of land located in the Third (3<sup>rd</sup>) Election District of Anne Arundel County, Maryland, as shown on the plat entitled, "CREEKSIDE VILLAGE AT TANYARD COVE RESIDENTIAL SECTION '1' PLANNED UNIT DEVELOPMENT", and recorded or intended to be recorded among the Land Records of Anne Arundel County (the "County"), Maryland, as amended from time to time.

As of the date hereof, the aforesaid parcel includes those residential Lots, open spaces and Common Areas as more particularly described in Exhibit A to the Declaration of Covenants,

Conditions, and Restrictions for Creekside Village Homeowners Association, Inc., hereinafter called the "Declaration," made by Atapco Symphony Village LLC, and recorded or intended to be recorded among the Land Records of the County, as the same may hereafter from time to time be amended, or extended to any additional properties, said Declaration, made a part hereof, by reference thereto, as fully, and to the same extent as though incorporated herein, being applicable to the Community (as hereinafter defined) and such additions thereto as may hereafter be brought within the jurisdiction of the Corporation. The aforesaid Lots, open spaces and Common Areas are hereinabove and hereinafter referred to as the "Community." Any capitalized terms used herein, unless stated otherwise, shall have the meanings ascribed to them in the Declaration.

(b) To exercise all the powers, rights and privileges and to perform all the duties and obligations of the Corporation, as the same are set forth in the Declaration.

(c) To establish, fix, make, impose, levy, collect and enforce payment of, by any lawful means all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the Corporation.

(d) To purchase, lease, option, or otherwise acquire, own, hold, preserve, develop, improve, build upon, manage, operate, maintain, convey, sell, exchange, rent, lease, dedicate for public use, or in any manner transfer or dispose of any real or personal property in connection with the affairs of the Corporation.

(e) To borrow or to raise money for any of the purposes of the Corporation, and to issue bonds, debentures, notes, or other obligations of any nature, and in any manner permitted by law, for money so borrowed or in payment for property purchased, or for any other lawful consideration, and, upon authorization of two-thirds (2/3) of the Class A Members in the Corporation (except the Declarant if the Declarant is a Class A Member) to secure the payment of the money borrowed and of the interest thereon, by mortgage upon, or pledge or conveyance or assignment in trust of, the whole or any part of the property of the Corporation.

(f) To dedicate, sell or otherwise transfer all or any part of the common areas, property and facilities of the Corporation to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed upon by the Members, provided, however, that no such dedication, sale or transfer shall be effective unless approved in writing by two-thirds (2/3) of the Class A Members in the Corporation (except the Declarant if the Declarant is a Class A Member) agreeing to such dedication, sale or transfer.

(g) To participate in mergers and consolidations with other nonprofit organizations, organized for the same purpose, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the Members of each class of the membership in the Corporation, voting separately thereon.

(h) To annex to the Community, at any time, and from time to time, other and additional residential property, open space and Common Areas, provided that any annexation of such other additional residential property, open space and Common Areas shall have the assent of two-thirds (2/3) of each Class of Members of the Corporation, voting separately thereon;

subject, however, to the right of Declarant to annex additional property as described in the Declaration.

(i) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Maryland by law may now or hereafter have or exercise.

The Corporation is formed under the articles, conditions and provisions expressed herein and in the general laws of this State. In no event, however, shall the Corporation: (i) carry on any propaganda or otherwise attempt to influence any legislation or any public administrative action; (ii) participate or intervene in any political campaign on behalf of any candidate for public office, by any means, including the publication or distribution of any statement for or against any candidate; (iii) carry on any activity not permitted to be carried on by a corporation exempt from Federal Income Tax under Section 501(c)(3) or 528 of the Internal Revenue Code of 1986, as amended to date, or corresponding provision of any future United States Internal Revenue law; or (iv) invest in or use any property in such a manner as to jeopardize the exemption of the Corporation from taxation under the aforesaid Section 501(c)(3) or 528 of the Internal Revenue Code of 1986, as now in force or hereafter amended.

**FIFTH:** The Corporation is not authorized to issue any capital stock. Each record owner, as hereinafter defined, of a lot now or hereafter laid out or established in the Community, or in any part of such additional property that may be brought within the jurisdiction of the Corporation shall be a Member of the Corporation. Each Member shall be designated either a Class A Member or a Class B Member. A description of each class of membership, with the voting rights and powers of each class, is as follows:

(a) Class A Member: Except for the Declarant and Builder, who shall initially be Class B Members, a Class A Member shall be a record owner holding title to one or more Lots laid out in the Community, or in any part of such additional property that may be brought within the jurisdiction of the Corporation. Each Class A Member shall be entitled to one (1) vote per Lot, for each such Lot owned by such Member, in all proceedings in which action shall be taken by Members of the Corporation.

(b) Class B Member: The Class B Members shall be the Declarant and Builder. The Class B Members shall be entitled to ten (10) votes per Lot, for each such Lot owned by such Member, in all proceedings in which the action shall be taken by Members of the Corporation.

(c) Conversion: The Class B Membership shall be converted to a Class A Membership upon the earlier to occur of (i) December 31, 2025; (ii) at such time as the total number of votes entitled to be cast by Class A Members of the Corporation equals or exceeds the total number of votes entitled to be cast by the Class B Members of the Corporation; or (iii) surrender of the Class B Membership by the then Class B Members on the books of the Association. After such conversion, if additional property is made subject to the Declaration then the Class B Members shall be reinstated until December 31, 2030 or such earlier time as the total number of votes entitled to be cast by Class A Members again equals or exceeds the total number of votes entitled to be cast by the Class B Members.

The term "Record Owner," as used in these Articles, means and includes the person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding the record title to a Lot in the Community or located on any part of such additional property that may be brought within the jurisdiction of the Corporation and subjected by covenants of record to a lien for charges and assessments levied by the Corporation, as said Lot is now or may from time to time hereafter be created or established, either in his, her, or its own name, or as joint tenants, tenants in common, tenants by the entireties, or tenancy in co-partnership, if the Lot is held in such real property tenancy or partnership relationship.

If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, hold the record title to any one Lot, whether in a real property tenancy, partnership relationship, or otherwise, all of same, as a unit, and not otherwise, shall be deemed a single Record Owner and shall be or become a single Member of the Corporation by virtue of ownership of such Lot. The term "Record Owner," however, shall not include any contract purchaser, nor the owner of any redeemable ground rent issuing out of any Lot, nor shall it include any mortgagee, trustee or other grantee named in any mortgage, deed of trust or other security instrument covering any Lot, designed solely for the purpose of securing performance of an obligation or payment of a debt. Membership in the Corporation shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Corporation. Conversely, every Owner of a Lot which is subject to assessment by the Corporation shall become and be a Member of the Corporation.

If any single membership in the Corporation is comprised of two (2) or more persons, firms, corporations, trustees or other legal entities, or any combination thereof, then each constituent may cast such portion of the vote of the Member as shall equal his, her or its proportionate interest in the Lot or Lots held by said Member, provided, however, that if only one (1) votes, he, she or it may cast the entire vote of the Member and such act shall bind all.

**SIXTH:** The affairs of the Association shall be managed during the Development Period by a Board of Directors consisting of three (3) directors, which number may be increased by Declarant from time to time during the Development Period, provided, however, following the Development Period, the Board shall never be less than three (3) nor more than five (5) persons. During the Development Period (or until their successors are duly chosen and qualified), the names of the initial directors shall be Patrick T. Coggins, Russell V. Powell and Ronnie Snyder, Jr. Declarant shall have the sole right to appoint all of the members of the Board of Directors until the earlier of: (a) the time prescribed by applicable law requiring transition of the Board of Directors; or (b) upon Declarant, in its sole and absolute discretion, relinquishing its right to appoint directors, and in either of such events, new directors shall be elected at the next annual meeting of members. No director need be a Member of the Corporation.

After the time Declarant solely appoints directors as described in Section 1 of Article IV of the By-Laws, Members shall elect directors on a staggered term basis as follows: Members shall elect one-third (1/3) of the directors for a term of one (1) year, one-third (1/3) of the directors for a term of two (2) years and one-third of the directors for a term of three (3) years; and at each annual meeting thereafter the Members shall elect one-third (1/3) of the total number of directors for a term of three (3) years.

**SEVENTH:** The duration of the Corporation shall be perpetual. The Corporation, however, may be dissolved under and in accordance with the laws of the State of Maryland, provided such dissolution first be authorized, in writing, signed by not less than two-thirds (2/3) of the Members of the Corporation, or, if there be more than one class of Members, then by not less than two thirds (2/3) of each class of Members of the Corporation, computed separately. Upon any dissolution of the Corporation, after discharge of all corporate liabilities, the Board of Directors shall dispose of all assets of the Corporation, by dedication thereof to any appropriate public agency to be used for purposes similar to those for which the Corporation was formed. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned, if practicable, to any nonprofit corporation, association, trust or other organization as shall at the time qualify as an organization or organizations exempt from taxation under Sections 501(c)(3) or 528 of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue law, as the Board of Directors may determine, preferably to a semi-public agency, to be used in furthering, facilitating or effectuating purposes similar to those for which the Corporation was formed.

**EIGHTH:** Amendment of these Articles shall require the assent of two-thirds (2/3) of the entire membership; subject, however, to the right of Declarant to modify these Articles as described in the Declaration.

**NINTH:** No director or officer of the Corporation, member of the Architectural Review Committee or member of another duly authorized committee formed pursuant to the Declaration or the Bylaws shall be liable to the Corporation or to its Members for money damages except: (a) to the extent that it is proved that such director, officer, member of the Architectural Review Committee or member of another duly authorized committee actually received an improper benefit or profit in money, property or services, for the amount of the benefit or profit in money, property or services actually received; or (b) to the extent that a judgment or other final adjudication adverse to such director, officer, member of the Architectural Review Committee or member of another duly authorized committee is entered in a proceeding based on a finding in the proceeding that such director's or officer's action, or failure to act, was (i) the result of active and deliberate dishonesty or (ii) intentionally wrongful, willful or malicious and, in each such case, was material to the cause of action adjudicated in the proceeding. Further and without limiting any applicable provisions in the Declaration, the officers or directors of the Corporation, or members of other duly authorized committees shall not be liable to the Members or Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith.

**TENTH:** Each officer and director of the Association, member of the Architectural Review Committee or member of another duly authorized committee formed pursuant to the Declaration or the Bylaws in consideration of his or her services, shall be indemnified by the Association to the extent permitted by law against expenses (including attorneys' fees) and liabilities reasonably incurred by him or her in connection with the defense of any action, suit or proceeding, civil or criminal, and including the settlement of any suit or proceeding if approved by the Community Board then acting at the time of the approval, to which he or she may be a party by reason of being or having been a director or officer of the Association. The foregoing right to indemnification shall be exclusive of any other rights to which the director or officer or person may be entitled by law or agreement or vote of the Members or otherwise. Subject to Article NINTH above, officers and directors of the Corporation, members of the Architectural

Review Committee and members of any other duly authorized committee shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Corporation, and the Corporation shall indemnify, defend and forever hold each such officer, director, member of the Architectural Review Committee and member of any other duly authorized committee free and harmless from and against any and all liability to others on account of any such contract or commitment.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation and acknowledged the same to be my act on this 17th day of December, 2012, and consent to serve as Resident Agent of the Corporation.

WITNESS:

M. Karen Sell

Rachel M. Hess

Rachel M. Hess

CUST ID:0002849785  
WORK ORDER:0004066365  
DATE:12-17-2012 01:55 PM  
AMT. PAID:\$225.00



# CORPORATE CHARTER APPROVAL SHEET 1

\*\*EXPEDITED SERVICE\*\*

\*\* KEEP WITH DOCUMENT \*\*

DOCUMENT CODE 02N BUSINESS CODE 04

# \_\_\_\_\_

Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock ☒

P.A. \_\_\_\_\_ Religious \_\_\_\_\_

Merging (Transferor) \_\_\_\_\_

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Surviving (Transferee) \_\_\_\_\_

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ID # D14986996 ACK # 1000362004175867

PAGES: 0007

CREEKSIDE VILLAGE HOMEOWNERS ASSOCIATION, INC.

MAIL  
BACK

12/17/2012 AT 01:55 P WO # 0004066365

New Name \_\_\_\_\_

## FEES REMITTED

Base Fee: <u>100</u>	Change of Name
Org. & Cap. Fee: <u>20</u>	Change of Principal Office
Expedite Fee: <u>50</u>	Change of Resident Agent
Penalty: _____	Change of Resident Agent Address
State Recordation Tax: _____	Resignation of Resident Agent
State Transfer Tax: _____	Designation of Resident Agent and Resident Agent's Address
_____ Certified Copies	Change of Business Code
_____ Certificates	_____
Certificate of Status Fee: _____	Adoption of Assumed Name
Personal Property Filings: _____	_____
Mail Processing Fee: <u>50</u>	_____
Other: <u>50</u>	Other Change(s)
TOTAL FEES: <u>225</u>	_____

Credit Card \_\_\_\_\_ Check ☒ Cash \_\_\_\_\_

Code 442

\_\_\_\_\_ Documents on \_\_\_\_\_ Checks

Attention: \_\_\_\_\_

Approved By: 15

Mail: Name and Address

Keyed By: \_\_\_\_\_

COMMENT(S):

RACHEL M. HESS  
WINEGRAD, HESS, FRIEDMAN & LEVITT, LLC  
SUITE 212  
400 REDLAND COURT  
OWINGS MILLS, MARYLAND 21117-3270

Stamp Work Order and Customer Number HERE

CUST ID: 0002849785  
WORK ORDER: 0004066365  
DATE: 12-17-2012 01:55 PM  
AMT. PAID: \$225.00

**CREEKSID VILLAGE HOMEOWNERS ASSOCIATION, INC.**

**BY-LAWS**

**ARTICLE I  
NAME AND LOCATION**

The name of the Corporation is Creekside Village Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the Association shall be located at c/o Atapco Properties, Inc., 10 E. Baltimore Street, Suite 1501, Baltimore, Maryland 21202-1630, but meetings of Members and directors may be held at such places within the State of Maryland as may be designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

Section 1. "Association" shall mean and refer to Creekside Village Homeowners Association, Inc., its successors and assigns.

Section 2. "Common Areas" shall mean all real property owned, leased, licensed or maintained by the Association for the common use, benefit and enjoyment of the Owners.

Section 3. "Declarant" shall mean and refer to Atapco Symphony Village LLC, a limited liability company, its successors and assigns to whom it shall expressly (a) convey or otherwise transfer all of its right, title and interest in the Property as an entirety, without reservation of any kind; or (b) transfer, set over and assign all of its right, title and interest under the Declaration, or any amendment or modification thereof, as Declarant.

Section 4. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Creekside Village Homeowners Association, Inc., dated December 19, 2012, applicable to the Property and recorded among the Land Records of Anne Arundel County, Maryland, and any additions, amendments or modifications thereto.

Section 5. "Electronic Transmission" shall mean and refer to any form of communication, not directly involving the physical transmission of paper, that creates a record that (i) may be retained, retrieved, and reviewed by a recipient of such communication, and (ii) may be reproduced directly in paper form by the recipient through an automated process.

Section 6. "Lot" shall mean and refer to a Lot shown upon any recorded subdivision map or Plat of the Property, which are subject to the Declaration as amended from time to time.

Section 7. "Member" or "Members" shall mean and refer to those persons entitled to membership in the Association, as provided in the Declaration.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple or leasehold title to any Lot which is a part of the Property,

including contract sellers, but excluding ground rent owners and those having such interest merely as security for the performance of an obligation or payment of a debt.

Section 9. "Property" shall mean and refer to that certain real property located in Anne Arundel County, Maryland (the "County") described in the Declaration of Covenants, Conditions and Restrictions referred to in Section 4 hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 10. Any other terms used herein shall have the meanings given to them in the Declaration.

### **ARTICLE III** **MEETING OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the Members and each subsequent regular annual meeting of the Members shall be held in November of each year, at a time and place within the State of Maryland selected by the Board of Directors of the Association. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are (i) entitled to vote one-third of all of the votes of the Class A membership, or (ii) entitled to vote one-third of all of the votes of the Class B membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days but not more than sixty (60) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Notice of meetings may also be provided by Electronic Transmission in accordance with Section 6. of this Article III of these By-Laws.

Before the date of the Transition Meeting (as defined in Section 1. of Article IV of these By-Laws), the Declarant shall deliver to each Member notice that the requirements for such meeting have been met. The notice shall include the date, time and place of the meeting.

Section 4. Quorum. The presence at the meeting of Members or of proxies entitled to cast ten percent (10%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, these By-Laws or applicable law. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as

aforesaid shall be present or be represented or such lesser amount as permitted under applicable Maryland law.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 6. Electronic Transmission of Notices. Subject to any applicable laws, notice of meetings and delivery of information to Members may be made by Electronic Transmission if: (1) the Board authorizes the Association to deliver notices of meetings and other information to Members by Electronic Transmission; (2) the Member provides prior written authorization to provide notice of meetings or deliver information by Electronic Transmission to the Board; and (3) an officer or agent of the Association certifies in writing that the Association has provided notice of a meeting or delivered material or information as authorized by the Member. Notwithstanding the foregoing, any inadvertent failure to deliver notice by Electronic Transmission does not invalidate any meeting or other action.

For purposes of this Section, Electronic Transmission shall be considered to be ineffective if:

- (a) The Association is unable to deliver two (2) consecutive notices; and
- (b) The inability to deliver the notice by Electronic Transmission becomes known to the person responsible for sending such Electronic Transmission.

In addition to the foregoing, provided that the same has been approved by the Board of Directors of the Association, and a formal procedure therefore adopted and promulgated to the Members, proxies and other required filings with the Secretary of the Association may be delivered to the Secretary of the Association by Electronic Transmission, in accordance with the provisions of §11B-113.2 of the Real Property Article, *Annotated Code of Maryland*, as amended from time to time, and votes may be cast by Members in accordance with the provisions of §11B-113.2, Real Property Article, *Annotated Code of Maryland*, as amended from time to time or superseded.

#### **ARTICLE IV**

##### **BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE**

Section 1. Number. The affairs of the Association shall be managed during the Development Period by a Board of Directors consisting of three (3) directors, which number may be increased by Declarant from time to time during the Development Period, provided, however, following the Development Period, the Board of Directors shall never be less than three (3) nor more than five (5) persons. During the Development Period (or until their successors are duly chosen and qualified), the names of the directors shall be Patrick T. Coggins, Russell V. Powell, and Ronnie Snyder, Jr. Declarant shall have the sole right to appoint all of the members of the Board of Directors until the earlier of: (a) the Transition Meeting (as defined below); or (b) upon Declarant, in its sole and absolute discretion, relinquishing its right to appoint directors, and in

either of such events, new directors shall be elected at the next annual meeting of Members. No director need be a Member of the Corporation. For purposes hereof, the term "Transition Meeting" shall mean the election of members of the Board at a meeting of the Members of the Association held within sixty (60) days from the date that at least seventy-five percent (75%) of the total number of Lots that may be part of the Property after all phases are complete are sold to members of the public for residential purposes.

Section 2. Term of Office. From and after the time Declarant solely appoints directors as described in Section 1 of this Article IV, Members shall elect directors on a staggered term basis as follows: Members shall elect one-third (1/3) of the directors for a term of one (1) year, one-third (1/3) of the directors for a term of two (2) years and one-third (1/3) of the directors for a term of three (3) years; and at each annual meeting thereafter the Members shall elect one-third (1/3) of the total number of directors for a term of three (3) years. The person receiving the highest number of votes shall receive the three (3) year term; the person receiving the next highest number of votes shall receive a term of two (2) years; and the person receiving the least number of votes shall receive a term of one (1) year; provided, however, if five (5) directors are elected, then the two (2) persons receiving the highest number of votes shall receive the three (3) year term; two (2) persons receiving the next highest number of votes shall receive a term of two (2) years each; and the person receiving the least number of votes that gets elected shall receive a term of one (1) year.

Notwithstanding the foregoing, the term of each member of the Board of Directors appointed by the Declarant shall end ten (10) days after the Transition Meeting, if a replacement Board member is elected.

Section 3. Removal. Any director may be removed from the Board of Directors, with or without cause, by a majority vote of the other members of the Board of Directors, or solely by Declarant if during the Development Period. In the event of death, resignation or removal of a director, his or her successor shall be selected by the remaining members of the Board of Directors (or by Declarant if during the Development Period) and shall serve for the unexpired term of his or her predecessor.

Section 4. Compensation. No director shall receive compensation for any service he or she may render to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of his or her duties.

Section 5. Action Taken Without A Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take under Maryland law at a closed meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a closed meeting of the directors.

## **ARTICLE V**

### **NOMINATION AND ELECTION OF DIRECTORS**

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting.

The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the President of the Association prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies. Nominations may be made from among Members or non-members of the Association.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## **ARTICLE VI**

### **MEETINGS OF DIRECTORS**

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually (except during the Development Period), at such place and hour as may be fixed from time to time by resolution of the Board of Directors. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

## **ARTICLE VII**

### **POWERS, RIGHTS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. Powers. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Common Area, including any improvements and amenities located thereon, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of any recreational facilities located on any Common Area of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations or any provisions of the Declaration, or a longer period than sixty (60) days while the infraction remains uncured;

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

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, independent contractor, or such other individuals, entities or employees as they deem necessary and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such a statement is requested in writing by one-third of the Class A Members or of the Class B Members who are entitled to vote;

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

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(3) foreclose the lien against any Lots for which assessments are not paid within thirty (30) days after the due date thereof or to bring an action at law against the Owner personally obligated to pay the same;

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate and/or as required by law; and

(g) cause to be maintained the Common Areas and any other areas shown on the Plat that may be owned by governmental entities who are not maintaining such areas.

Section 3. Board Meetings Which May Be Closed. A meeting of the Board may be held in closed session only for the purposes set forth in Section 11B-111 of the Real Property Article, *Annotated Code of Maryland*, as amended from time to time. If a meeting is held in closed session, a statement of the time, place, and purpose of such meeting, the record of the vote of each board member by which such meeting was closed, and the authority under this section for closing such meeting shall be included in the minutes of the next meeting of the Board.

Section 4. Management Agent. The Board may engage for the Association a management agent or manager (the "Management Agent") at a rate of compensation established by the Board to perform such duties and services as the Community Board shall from time to time authorize in writing. Any management agreement entered into by the Association shall provide, *inter alia*, that such agreement may be terminated for cause by either party upon thirty (30) days written notice thereof to the other party. The term of any such management agreement shall not exceed one (1) year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods. If the standards and regulations of FNMA and/or FHLMC prohibit self-management by the Association, and FNMA and/or FHLMC holds an interest in a First Mortgage affecting any Lots, then no such self-management shall be undertaken by the Association, without the prior written consent and approval of all of the holders of the First Mortgages of record on the Lots.

Until the Transition Meeting, a Contract (as defined below) entered into by the officers or the Board of Directors may be terminated, at the discretion of the Board and without liability for the termination not later than thirty (30) days after notice. For purposes of this Section 4., "Contract" shall mean an agreement with a company or individual to handle the financial matters, maintenance or services for the Corporation, but excludes an agreement related to the provision of utility services or communication systems.

## **ARTICLE VIII**

### **OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors, and thereafter at the meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless any officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.



Section 4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaced.

Section 7. Multiple Offices. The offices of Treasurer and Secretary may be held by the same person. Except as provided herein, no person shall simultaneously hold more than one (1) of any of the other offices except in the case of offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Members and of the Board of Directors and shall see that orders and resolutions of the Board of Directors are carried out. The President shall have the authority to sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice-President. The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors. The Vice-President shall likewise have the authority to sign all leases, mortgages, deeds and other written instruments and co-sign all checks and promissory notes.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board of Directors.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all books of account; cause an annual report of the Association's books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members upon written request.

**ARTICLE IX**  
**INDEMNIFICATION OF OFFICERS AND DIRECTORS**

The Association shall indemnify, defend and hold every officer, Director or member of a duly authorized committee as set forth in the Articles.

**ARTICLE X**  
**COMMITTEES**

The Association shall appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint such other committees as deemed appropriate in carrying out its purpose.

**ARTICLE XI**  
**BOOKS AND RECORDS**

The books, records and papers of the Association shall be made available for inspection by any Director, Member, Mortgagee or any other party entitled under applicable law and in conformance with the provisions as set forth in Section 11B-112 of the Real Property Article, *Annotated Code of Maryland*, as amended from time to time. In addition, the Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any of the foregoing parties at the principal office of the Association, where copies may be purchased at reasonable cost, subject to applicable law and any provisions of the Declaration.

**ARTICLE XII**  
**ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the lot against which the assessment is made. Any assessment, or portion thereof, not paid within fifteen (15) days after the due date thereof shall be delinquent and shall bear interest from the due date at the rate of eighteen percent (18%) per annum (unless such rate of interest is not legally allowable in which event the highest rate permitted by law shall be applicable), shall be subject to a late charge of Fifteen Dollars (\$15.00) or ten percent (10%) of the assessment, or portion thereof, whichever is greater, and shall be subject to any collection costs, and attorneys fees for the collection thereof in an amount not less than twenty percent (20%) of any and all outstanding assessments and charges. Further, the Association shall have the right to declare the entire balance of the assessment and accrued interest thereon to be immediately due and payable. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, late charges, costs and reasonable attorneys' fees of not less than twenty percent (20%) of any and all outstanding assessments and charges shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Areas or abandonment of the Owner's Lot.

**ARTICLE XIII**  
**AMENDMENTS**

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of two-thirds (2/3) of a quorum of Members present in person or by proxy, subject to the right of Declarant to modify these By-Laws as described in the Declaration.

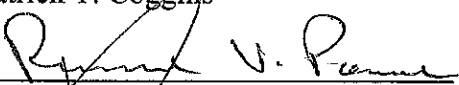
Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and the Articles of Incorporation, the Declaration shall control.

**ARTICLE XIV**  
**MISCELLANEOUS**

The fiscal year of the Association shall be determined by the Board in its discretion.

IN WITNESS WHEREOF, we, being the directors of Creekside Village Homeowners Association, Inc., have hereunto set our hands this 20 day of DECEMBER, 2012.

\_\_\_\_\_  
Patrick T. Coggins

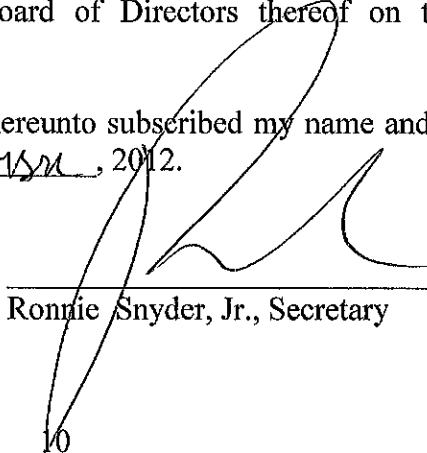
  
\_\_\_\_\_  
Russell V. Powell

  
\_\_\_\_\_  
Ronnie Snyder, Jr.

**CERTIFICATION**

I, THE UNDERSIGNED, do hereby certify that I am the duly elected and acting Secretary of Creekside Village Homeowners Association, Inc., a Maryland corporation, and that the foregoing By-Laws constitute the original By-Laws of the said Corporation, as duly adopted by unanimous written consent of the Board of Directors thereof on this 20 day of DECEMBER, 2012.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Corporation this 20 day of DECEMBER, 2012.

  
\_\_\_\_\_  
Ronnie Snyder, Jr., Secretary

(SEAL)

**ARTICLE XIII**  
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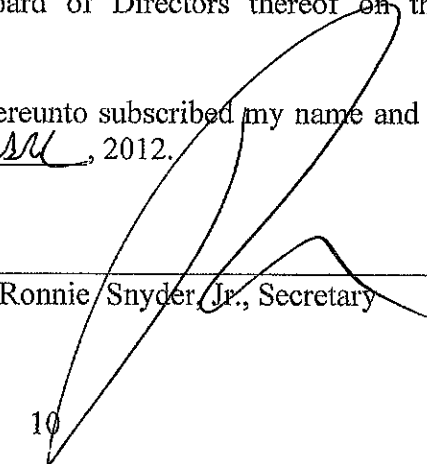
  
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\_\_\_\_\_  
Ronnie Snyder, Jr., Secretary (SEAL)

**CREEKSIDE VILLAGE HOMEOWNERS ASSOCIATION, INC.**  
**RULES AND REGULATIONS**

The following Rules and Regulations have been unanimously adopted on the 20 day of November, 2012, by the Board of Directors of Creekside Village Homeowners Association, Inc. pursuant to the Board of Directors' authority as provided by, and pursuant to the procedural requirements of Article II, Section 2.4 and Article XI, Section 11.10 of Creekside Village Homeowners Association, Inc.'s Declaration of Covenants, Conditions and Restrictions, as amended from time to time. Any capitalized terms used in these Rules and Regulations shall have the meanings ascribed to them in the Declaration unless otherwise provided herein.

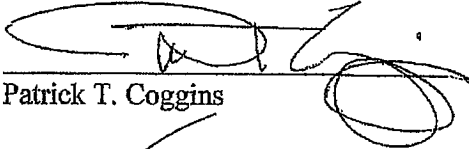
**NO-IMPACT HOME-BASED BUSINESSES**

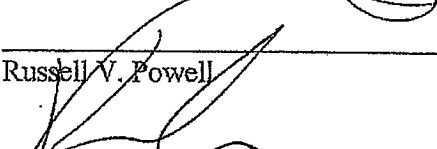
The following Rules and Regulations shall apply to "No-impact home-based businesses" as described in Article II, Section 2.4 of the Declaration and as such term is defined in Section 11B-111.1 of the HOA Act. It is not the intent of the Board of Directors, nor shall any Rules and Regulations provided herein, be construed in any manner as an express prohibition of such "No-impact home-based businesses".

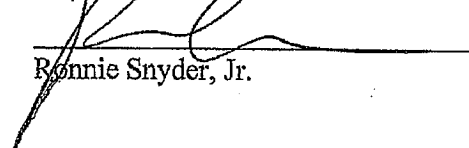
1.     **Parking** – Parking for customers, clients, employees, or other persons related to any No-impact home-based business on a Lot shall be limited to the driveway of any such Lot.
2.     **Traffic** – The number of customers, clients, deliveries or other persons visiting the Lot of a No-impact home-based business, for such business, shall be no more than four (4) per day.
3.     **Non-Resident Employees** – There shall be a limitation of one (1) non-resident employee per day for a No-impact home-based business on the Lot of such business.
4.     **Commercial Signs/External Modifications** – There shall be no commercial signs or external modifications related to any No-impact home-based business Lot.
5.     **Lot Owners and/or Lot Owners' Family** – At least one (1) Lot Owner and/or member of such Lot Owners' family must be engaged in the No-impact home-based business on such Lot.
6.     **Hours of Operation** – The hours of operation for any No-impact home-based business on any Lot shall be limited to 8 a.m. to 8 p.m. on any day.
7.     **Insurance/License** – As part of the notification process by the Owner to the Association before operating a No-impact home-based business, Owners may also be required to provide to the Association, such insurance and/or license information as the Board of Directors deems appropriate.

The Board of Directors reserves the right to adopt any other Rules and Regulations pursuant to the Board's authority, and in accordance with the procedures as provided in the Declaration, as necessary to maintain the residential character of the Community.

IN WITNESS WHEREOF, we, being the directors of Creekside Village Homeowners Association, Inc., have hereunto set our hands this 20<sup>th</sup> day of December, 2012.

  
Patrick T. Coggins

  
Russell V. Powell

  
Ronnie Snyder, Jr.

**CERTIFICATION**

I, THE UNDERSIGNED, do hereby certify that I am the duly elected and acting Secretary of Creekside Village Homeowners Association, Inc., a Maryland corporation, and that the foregoing Rules and Regulations constitute the original Rules and Regulations of the said Corporation, as duly adopted by unanimous written consent of the Board of Directors thereof on this 20 day of December, 2012.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Corporation this 20 day of December, 2012.

  
\_\_\_\_\_(SEAL)  
Ronnie Snyder, Jr., Secretary



*Creekside Village*

**CREEKSIDE VILLAGE HOMEOWNERS ASSOCIATION, INC.**

**RESOLUTION NO. 2014 - 3**

**ARCHITECTURAL STANDARDS FOR DECKS & FENCES**

**Recitals**

**A.** Article II, Section 2.2 of the Declaration provides that no structure shall be installed on any Lot nor shall any work be commenced or performed which may result in a change of the exterior appearance of a Lot without the approval of the Architectural Review Committee.

**B.** Article II, Section 2.12 of the Declaration provides that decks and fences must be approved by the Architectural Review Committee prior to installation.

**C.** Article XI, Section 11.10 of the Declaration provides that the Board of Directors shall have the power to adopt and amend rules and regulations regarding the use of the Common Areas and Lots and that such rules and regulations shall be binding on each owner.

**D.** The Board has determined that, in order to ensure a uniform and neat appearance within the community, it is necessary to promulgate community standards regarding the installation and maintenance of decks and fences.

**NOW, THEREFORE,** the Board hereby adopts the following rules, to be effective as of 15<sup>TH</sup> SEPT., 2014.

**See Attached Exhibit A**



## *Creekside Village*

**CREEKSID VILLAGE HOMEOWNERS ASSOCIATION, INC.**

### ***EXHIBIT A***

#### **DECK & FENCE STANDARDS**

##### **DECKS:**

- Maximum Deck Width: Sides of all decks (including railing & any stairs) must be offset at least twelve (12") inches clearance from adjoining building sides or corners.
- Maximum Deck Depth: Deck must be no closer than three (3') feet from the rear property line.
- Clipped Corners: Twenty-four (24") inch outside clipped corners are permissible.
- Railing: Almond color Vinyl railing must be mounted to top of deck (not side mounted to fascia). Pickets must be 1.5" square (not round or sculptured). Posts must be square with simple New England style caps.
- Deck Fascia: Edge of boards must be ten (10") inches wide. Color to be almond.
- Cantilevered Supports: Deck support post and beams must be cantilevered twenty-four (24") inches from the deck face & eighteen (18") inches from the deck sides. Bottom ends of beams must be chamfered 6"x6".
- Finishing: Post-hole spoils must be removed and all disturbed lawn properly repaired.
- Stairs: Must be perpendicular to the rear building wall. For aesthetic purposes, L-shaped stairs with mid-landing are highly encouraged.

##### **FENCES:**

- Height: Privacy fence not to exceed Six (6') foot height
- Color & Material: Almond Color made of vinyl material
- Style: Board to board (T&G) with grooved side inlay, top and bottom rails
- 5" x 5" fence posts with New England style caps
- Specify gate (of same material) placement
- No fence may protrude forward, beyond the rear foundation wall or rear plane of a dwelling.

**FINAL APPROVAL:** All decks and fences are subject to a post construction field inspection. It is the homeowner's responsibility to submit **pictures of the final completed project(s)** (from all sides showing entire deck and stipulations) to the management office to be placed with their unit records.





## Creekside Village

CREEKSIDE VILLAGE HOMEOWNERS ASSOCIATION, INC.

### RESOLUTION ACTION SHEET

**Resolution Type:**  
**ARCHITECTURAL STANDARDS FOR DECKS & FENCES**

Resolution No.: 2014 - 3

Duly adopted at a meeting of the Board of Directors held on 30 JULY, 2014

Motion By: [Signature] Seconded By: [Signature]

	Vote: Yes	No	Abstain	Absent
<u>Russel V. Powel</u> President	<u>[Signature]</u>	_____	_____	_____
<u>Patrick T. Coggins</u> Vice President	<u>[Signature]</u>	_____	_____	_____
<u>Ronnie Snyder, Jr.</u> Secretary/Treasurer	<u>[Signature]</u>	_____	_____	_____
<u>Raymond Johnston</u> Director	<u>[Signature]</u>	_____	_____	_____
<u>Craig Finney</u> Director	<u>[Signature]</u>	_____	_____	_____

ATTEST: [Signature]  
Secretary

Date: 30 JUL 14

File:  
Book of Minutes: \_\_\_\_\_, 2014

Resolution Effective: 30 JULY, 2014



**CREEKSIDE VILLAGE HOMEOWNERS ASSOCIATION, INC.**

RESOLUTION NO. 2014 - 4

**PARKING & TOWING ON COMMON GROUNDS**

**WHEREAS**, Article VII, Section 1 (a) of the Bylaws of the Creekside Village Homeowners Association, Inc. ("Association" or "Community") provides that the Board of Directors ("Board") shall have the power to adopt and publish rules and regulations governing the use of the Common Areas, including any improvements and amenities located thereon, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof; and

**WHEREAS**, Article XI, Section 11.10 of the Declaration sets forth the procedures for the adoption of Rules and Regulations regarding the use of the Common Areas and Lots; and

**WHEREAS**, Article II, Section 2.16 of the Declaration sets forth restrictions for the presence and parking of vehicles in the Community; and

**WHEREAS**, the Board of Directors deems it necessary to implement a Resolution providing for uniform procedures for parking on the Association's Common Areas and providing for the removal of motor vehicles that are not in compliance with the Association's governing documents and applicable law.

**NOW THEREFORE, BE IT RESOLVED** that the following procedures for parking in the Community shall be followed, effective as of 15<sup>TH</sup> of SEPT., 2014:

**RULES AND REGULATIONS**

**A. PARKING SPACES**

**a. Reserved Parking Spaces**

**i. Assignment of Spaces:**

The Board has the authority to assign Common Area parking spaces to a specific Lot on a preferential basis. The Board will mark each space it assigns with a number that corresponds with the assigned Lot. Assigned parking space(s) are for the sole use and enjoyment of the Lots they are assigned to and are not to be considered owned by the Lot owner(s).

**ii. The spaces will be marked on the curb within said parking space.**



**CREEKSIDE VILLAGE HOMEOWNERS ASSOCIATION, INC.**

iii. Reserved Parking Assignment:

The Board will assign a total of two (2) Common Area Reserved Parking Spaces to each Lot owner whose Lot does not include a driveway or a garage. Lot owners who have driveways and/or garages shall store their vehicles on their Lot in accordance with Article II, Section 2.16 of the Declaration. Lots with a garage and/or driveway will not be assigned any Reserved Parking Spaces.

iv. Location of Spaces:

Due to the limited number of parking spaces in the community, it may not be possible to assign Common Area parking spaces directly in front or behind a Lot.

**B. GUEST PARKING**

- a. Parking spaces that are unmarked are available to visitors on a first come/first serve basis. These spaces are for the exclusive use of guests of residents.
- b. Visitor parking spaces are for short-term guest use of no more than seventy-two (72) hours and are not to be used by guest vehicles for periods extending beyond seventy-two (72) hours without express written approval from management. Moving a guest vehicle from one visitor-designated space to another visitor-designated space or frequent ingress and egress does not restart the seventy-two (72) hour period.
- c. All owners are responsible to ensure that their family members, employees, visitors, guests, tenants and agents observe and comply with all parking rules and regulations as may be adopted by the Board.
- d. The Association's Board, working through its managing agent, shall have the sole authority to determine when vehicles are in violation of these guest parking rules.

**C. TOWING**

- a. Unauthorized vehicles that are parked in reserved or guest parking spaces as well as those vehicles parked in a no parking zone are subject to towing at the Owner's risk and expense in accordance with Section 21-10A of the Maryland Transportation Code and the Anne Arundel County Code.
- b. If an unauthorized vehicle is found parked in a reserved spot, the owner of the lot to which the space has been assigned shall be authorized to contact a towing company for removal of the vehicle in accordance with law.



# Creekside Village

## CREEKSIDE VILLAGE HOMEOWNERS ASSOCIATION, INC.

### RESOLUTION ACTION SHEET

#### Resolution Type: PARKING & TOWING ON COMMON GROUNDS

Resolution No.: 2014 - 4

Duly adopted at a meeting of the Board of Directors held on 30 JULY, 2014

Motion By: [Signature]

Seconded By: [Signature]

	Vote: Yes	No	Abstain	Absent
<u>Russel V. Powel</u> President	<u>[Signature]</u>	_____	_____	_____
<u>Patrick T. Coggins</u> Vice President	<u>[Signature]</u>	_____	_____	_____
<u>Ronnie Snyder, Jr.</u> Secretary/Treasurer	<u>[Signature]</u>	_____	_____	_____
<u>Raymond Johnston</u> Director	<u>[Signature]</u>	_____	_____	_____
<u>Craig Finney</u> Director	<u>[Signature]</u>	_____	_____	_____

ATTEST: [Signature]  
Secretary

Date: 30 JUL 14

File:  
Book of Minutes: \_\_\_\_\_, 2014

Resolution Effective: 30 JULY, 2014