

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
COUNTRY PLACE HOMEOWNER ASSOCIATION, INC.**

THIS DECLARATION, made this 6th day of December, 1993 by COUNTRY PLACE HOMEOWNER ASSOCIATION, INC, a non-profit corporation of the State of Maryland.

WITNESSETH:

WHEREAS, COUNTRY PLACE HOMEOWNER ASSOCIATION, INC. members are the owners of all that certain property situate and lying in Anne Arundel County, State of Maryland and described as follows:

Being known and designated as lots 1 through 64 inclusive, as shown in the plat presently entitled "Country Place," which plat is recorded among the Land Records of Anne Arundel County in Plat Book 100, page 29.

NOW THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their personal representatives, successors and assigns, and shall ensure to the benefit of each Owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to the COUNTRY PLACE HOMEOWNERS ASSOCIATION, INC., a non-profit corporation of the State of Maryland, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the property, or, if the Lot is subject to a reversion reserved in a lease redeemable pursuant to Title 8 of the Real Property Article, Annotated Code of Maryland, the holder of the leasehold interest, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain real property herein before described, and such additions thereto as may hereafter be brought within the Jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned or to be owned by the Association, including all recreation areas, common space areas, tot lots, parking areas and drives as shown on the plats of Country Place, for the common use and enjoyment of the homeowners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded plat of the Properties with the exception of the Common Area, and to any and every plot of ground resulting from resubdivision or further subdivision thereto.

**ARTICLE II
PROPERTY RIGHTS**

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

- a. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.
- b. The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
- c. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members, agreeing to such dedication or transfer, has been recorded.
- d. The right of the Association to limit the number of guests of members.
- e. The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and the facilities thereon.

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

Section 3. Waiver of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Association, nor release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area and the facilities thereon, or by abandonment of his lot.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership for any Lot which is subject to assessment.

Section 2. The Association shall have one (1) class or voting membership. Members shall be all owners and shall be entitled to one (1) vote for each lot owned. When more than one (1) person owns an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with the personal obligation of the person who was the Owner of the property at such time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Annual and Special Assessments. The Assessments levied by the Association shall be for the exclusive purpose of promoting the recreation, health, safety and welfare of the Owners and for the improvement and maintenance of the Common Area or portions thereof which said Owners are entitled to use and enjoy as herein set forth.

- a. Until July 1 of the three years immediately following the conveyance of the first lot to an Owner (1989), the maximum annual assessment shall be Eighty-Five dollars (\$85.00) per Lot.
1. From and after July 1st of the third year immediately following the conveyance of the first Lot to an Owner, the annual assessment may be increased each year not more than eight percent (8%) above the maximum assessment for the previous year without a vote of the membership.
 2. From and after July 1st of the third year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above eight percent (8%) by the vote of the members who are voting in person or by proxy, at a meeting duly called for this purpose.
 3. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.
- b. In addition to the annual assessments authorized above, the Association may levy, in any assessment year only for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair or replacement of a capital improvement upon the Common Area including fixtures and personal property related thereto, provided that any such assessment shall have the vote of the majority of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 3. Notice and Quorum for Any Action Authorized Under Section 2. Any action authorized under section 2 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than twenty (20) days nor more than forty (40) days in advance of the meeting. At the first such meeting called, the presence of the members or of proxies to cast sixteen (16) votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, i.e. eight (8) recognized votes of the total membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 5. Date of Commencement of Annual Assessment; Due Dates. The annual assessments provided for herein shall commence as to all Lots on a date established by a resolution of the Board of Directors of the Association. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every homeowner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

ARTICLE V

REMEDIES OF THE ASSOCIATION FOR NONPAYMENT OF ASSESSMENTS

Section 1. Delinquency. Any assessment provided for in this declaration which is not paid when due shall be delinquent. If any such assessment is not paid within 30 days after the delinquency date, the assessment fee shall bear a late penalty in the amount of \$15 or 10% of the delinquent assessment, and the Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or, upon compliance with the notice provision set forth in Section 2 hereof, to foreclose the lien (provided for in Section 1 of Article IV hereof) against the Lot, and there shall be added to the amount of such assessment, the late charge, the costs of preparing and filing the complaint in such action, and in the event a Judgment is obtained, such Judgment shall include said interest and reasonable attorneys' fees, together with costs of action. Each Owners vests in the Association or its assigns the right and power to bring all actions at law or lien foreclosures against such Owner or other Owners for the collection of such delinquent assessments.

Section 2. Notice of Lien. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date a notice of claim of lien is deposited in the United States Mail, certified or registered, postage prepaid, to the Owner of said Lot, and a copy thereof is recorded by the Association in the office of the County Recorder in which the properties are located; said notice of claim must recite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may, at the Association's option, include interest on the unpaid assessment at the legal rate, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant.

Section 3. Foreclosure Sale. Any such sale provided for above is to be conducted in accordance with the provisions of the laws of the State of Maryland applicable to the exercise of the powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 4. Curing of Default. Upon timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file on record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association, but not to exceed fifteen dollars (\$15), to cover the costs of preparing and filing or recording such release.

Section 5. Curative Remedies. The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money Judgment for unpaid assessments, as above provided.

Section 6. Subordination of Assessment Liens. The lien of the assess meets provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, 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 become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE VI ARCHITECTURAL CONTROL

Exterior modifications to a Property shall be made only in accordance with published Country Place Architectural Guidelines. Plans and specifications showing the nature, kind, shape, dimensions, materials, exterior colors and location of modifications shall be submitted in writing to the Board of the Association or an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. Approval must be issued by the Board or its designated committee prior to commencement of any project. In the event the Board or its designated committee fails to formally approve or disapprove such design and location within thirty (30) days after submission of plans, the Owner may begin the specified project and compliance with this Article will be deemed as met.

ARTICLE VII USE RESTRICTIONS

In addition to all other covenants contained herein, the use of the Properties and each Lot therein is subject to the following:

Section 1. None of the Lots shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one used as a single family dwelling.

Section 2. No part of the property shall ever be overtly used for any business, commercial, manufacturing, mercantile, storing, vending, or other such non-residential purposes.

Section 3. No sign or billboard of any kind shall be displayed to the public view on any portion of the Property or any Lot, except one (1) sign for each building site, of not more than eighteen inches (18") by twenty-four inches (24"), advertising the Property for sale or rent.

Section 4. No noxious or offensive activity shall be carried on upon any Lot or any part of the Property; nor shall anything be done thereupon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective dwelling unit, or which shall in any way increase the rate of insurance.

Section 5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, camper, boat, or similar equipment shall be permitted to remain on any property within the properties, unless placed or maintained within an enclosed garage or carport.

Section 6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept on the Lots subject to such rules and regulations as may be adopted by the Association and provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers. Notwithstanding the forgoing, no animals or fowl may be kept on the Property which result in any annoyance or are obnoxious to residents in the vicinity.

Section 7. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind, shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of the Property. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 8. All rubbish, trash and garbage shall be regularly removed from the Property and not be allowed to accumulate thereon. All clothes lines, refuse containers, wood piles greater than 2 cords (256 cubic feet) in volume, storage areas and machinery and equipment shall be prohibited upon any Lot, unless obscured from view of adjoining Lots and streets by a fence or appropriate screen approved by Architectural guidelines.

Section 9. No radio or television receiving or transmitting antennae or external apparatus exceeding 10 feet in height above the highest point of the dwelling shall be installed on any Lot. No freestanding antennae, tower, or the like shall be permitted on any Lot.

Section 10. The rights and duties with respect to sanitary sewer and water, cable television, electricity, gas and telephone lines and facilities shall be governed by the following:

- a. Whenever water, sanitary sewer, electricity, gas, cable television or telephone connections, lines, cables or any portion thereof, are or have been installed within the Property, the Owner of any Lot, or the Association in the case of the Common Area, served by said installation shall have the right, and are hereby granted an easement to the extent necessary therefor, to enter upon or have a utility company enter upon any portion of the Property in which said installation lie, to repair, replace, and generally maintain said installations.
- b. The right granted in subparagraph (a) above shall be only to the extent necessary to entitle the Owner or Association serviced by said installation to its full and reasonable use and enjoyment, and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area so used to its condition prior to use.
- c. In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors, who shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

Section 11. All Owners and occupants shall abide by the By-Laws and any rules and regulations adopted by the Association.

**ARTICLE VIII
DUTIES AND POWERS OF THE ASSOCIATION**

In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

- a. Own, maintain and otherwise manage all of the Common Areas and all facilities, improvements and landscaping thereon, and all other property acquired by the Association.
- b. Pay any real and personal property taxes and other charges assessed against the Common Area.
- c. Have the authority to obtain, for the benefit of the Common Areas, all water, gas, sewer, and electric service and refuse collection and to pay for such services.
- d. Grant easements where necessary for utilities and sewer facilities over the Common Areas to serve the Common Areas and the Lots.
- e. Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent shall provide for the right of the Association to terminate the same at the first annual meeting of the members of the Association.
- f. Contract for and pay fire, casualty, liability and other insurance insuring the Association, Board of Directors and Owners with respect to the Common Areas.
- g. Contract for and pay maintenance, gardening, utilities, materials and supplies, and services relating to the Common Areas and to employ personnel necessary for the operation of the project, including legal and accounting services, and including, without limitation, trash collection and snow removal.
- h. Delegate its powers to its committees, officers, and employees.
- i. At the request of the public body authorized to accept such, dedicate those portions of the Common Areas which are used for vehicular ingress and egress as public streets.

**ARTICLE IX
EXTERIOR MAINTENANCE**

Each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair and free of debris, including but not limited to the seeding, watering and mowing of all lawns, pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon, as provided herein, the Association, after notice to the Owner as provided in the By-Laws and approval by vote of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a lien upon such Lot, and such lien may be enforced in the same manner as a Maintenance Assessment levied in accordance with Article IV hereof.

ARTICLE X
GENERAL PROVISIONS

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

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

Section 3. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first 20 year period by an instrument signed by not less than sixty percent (60%) of the Lots. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Property with the consent of two-thirds (2/3) of the members.

Section 5. Encroachment Easement. Each Lot within the Property is hereby declared to have an easement not exceeding one foot (1') in width, over all adjoining Lots, for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the buildings, roof overhangs, gutters, architectural or other appendages, draining of rainwater from roofs, or any other similar cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting, provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment incurred due to the willful misconduct of said Owner or Owners. In the event a structure on any Lot is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments over adjoining Lots shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

IN WITNESS WHEREOF, the Undersigned, being the President of the Board of Directors of the COUNTRY PLACE HOMEOWNERS ASSOCIATION, INC., has executed this instrument on this 6th day of December, 1993.

WITNESS:

By:

COUNTRY PLACE HOMEOWNERS ASSOCIATION, INC.