

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
MAGOTHY FOREST ASSOCIATION INC.**

This declaration made this 30th day of April 1983 by SEVERN BUILDERS INC., a body corporate of the State of Maryland (herein referred to as "Declarant")

WITNESSETH;

Whereas Declarant is the owner of all that certain property situate and lying in the County of Anne Arundel, State of Maryland, and described as follows:

BEGINNING FOR THE FIRST all that parcel of land containing 4.6679 acres, more or less, described in a deed dated July 6, 1981 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. No 3424, folio 531 from Charles C. Baldwin, et al. to the Countryside Corporation.

BEGINNING FOR THE SECOND all that parcel of land situate and lying in Anne Arundel County, State of Maryland and described in deed dated April 21, 1969 and recorded among the Land Records of Anne Arundel County in Liber 2260, folio 194; being also a portion of the property shown on a plat entitled "Amended Magothy Forest" in Plat Book 80, page 6

NOW THEREFORE, Declarant hereby declares that all 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 right, title or interest in the described property or any part thereof, their personal representatives, successors and assigns, shall inure to the benefit of each Owner thereof.

ARTICLE 1 DEFINITIONS

Section 1. "Association" shall mean and refer to Magothy Forest Association, Inc., a non-stock 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 part of the property, 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 that certain real property hereinbefore described, and such additions thereto as may be 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 plat of Magothy Forest recorded in Plat Book 88 Page 21, for the common use and enjoyment of all owners.

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.

Section 6. "Declarant" shall mean and refer to Severn Builders Inc a body corporate of the State of Maryland, its: 'successors assigns should its successors or assigns acquire more than one undeveloped lot from the Declarant for the purpose of development

Article II Property Rights

Section 1. Owners Easement 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 of 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 recreation 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.
- (f) The right of Declarant (and its sales agents and representatives) to the non-exclusive use of the Common Area for display and exhibit purposes, which right Declarant hereby reserves; provided, however, that such use shall not be for a period of more than five (5) years after the conveyance of the Common Area to the Association, or the sale of all the residential Lots within the aforesaid real property, whichever is the earlier; provided, further, that no such use by Declarant or its sales agents or representatives shall otherwise restrict the members in their use and enjoyment of the Common Area or 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 II 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 of any Lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of voting memberships:

(a) Class A. Class A members shall be all Owners, with the exception of the Declarant and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds and 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 (1) vote be cast with respect to any Lot

(b) Class B Class B members shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events whichever occurs earlier

- (1) When the total vote outstanding in the Class A membership equal the total vote outstanding in the Class B membership or
- (2) Five (5) years from the date of recordation of this Declaration

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to 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 such property at the time when 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 January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be One Hundred Fifty Dollars (5150.00) per Lot, provided, however, that the maximum annual assessment for each unimproved Lot owned by Declarant shall be twenty-five (25%) percent of said amount until such Lot has had an improvement completed thereon.

(i) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(ii) From and after January I of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 10 percent (10%) by the vote of two-third (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(iii) 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, a special assessment applicable to that year only for the purpose of repaying, 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 two-thirds (2/3) of each class 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 thirty (30) called, the presence of members or of proxies entitled to cast sixty percent (60%) of all vote of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4 Uniform Rate of Assessment. Except as provided to the contrary in Section 2. of this Article IV, 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 Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area, provided, however, that Declarant shall have the right to defer commencement of the assessment for a period not to exceed six (6) months by its assumption of all of the obligations of the Association hereunder during such period and payment of all of the costs thereof. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, 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 thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, 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 provisions set forth in Section 2 hereof, to foreclose the lien (provided for in Section I 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 attorney's fees, together with costs of action. Each Owner 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 and said notice of claim must recited a good and sufficient legal description of any such Lot, the record of Owner or reputed Owner thereof, the amount claimed (which may at Associations 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 names and addresses 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 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 the 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 \$15.00, to cover the costs of preparing and filing or recording such release.

Section 5. Cumulative Remedies. The assessment lien and the rights to foreclosure and sale hereunder 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 assessments 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 became due prior to such sale or

transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change (including change of external paint, panel and the like) or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

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 such Lot other than one used as a single family dwelling or townhouse dwelling.

Section 2 No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes, except Declarant, its successors or assigns, may use the Property for a model home site and display and sales office during the construction and sales period.

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, or except signs used by Declarant, its successors or assigns, to advertise the property during the construction and sales period.

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 upon 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 the) are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers. Notwithstanding the foregoing, 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 shall not be allowed to accumulate thereon. All clotheslines, refuse containers, wood piles, 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 the Architectural Committee. Nothing herein shall be deemed to apply to the

storage on the property by Declarant of building materials during, and for use in, the construction of the improvements on the Properties.

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) Wherever 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 to enter upon or have a utility company enter upon any portion of the Property in which said installations 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 inst 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 such 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. Easements over the Common Area for the installation and maintenance of electric, telephone, cable television, water, gas drainage and sanitary sewer lines and facilities and the like are hereby reserved by Declarant, until such time as Declarant has conveyed the Common Area to the Association, together with the right to graJIt and transfer the same. Declarant also reserves the right to enter on the Lots for the purpose of completing improvements thereon, and for the further purpose of carrying out any obligations which it may have, or assume, with respect to the curing of all defects in workmanship or materials in the Property or the improvements thereon.

Section 12. 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 all landscaping hereon, and all other property acquired by the Association.
- (b) Pay any real and personal property taxes and other charges assessed against the Common Areas.
- (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 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 GENERAL PROVISIONS

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

Sections 2. Severability. Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no wise 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 ninety percent (90%) of the Lot Owners, and thereafter, by an instrument signed by the Owners of not less than seventy-five percent (75%) 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 each class of members.

Section 5 FHA / VA Approval As long as there is a Class B membership, the following actions Will require prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Areas, and amendment of this Declaration of Covenants, onditions and Restrictions.

Section 6. 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 building, 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 "2 created in favor of an Owner or Owners if said encroachment occurred 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 these shall be valid easements for the maintenance of said encroachments so long as they shall exist

WITNESSWHEREOF, the undersigned, being, the Declarant herein, has executed this instrument this 30th day of April 1983.

Witness:

SEVERN BUJLDERS INC.

JOHN F. CONNOLLEY, JR., President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 30th day of April, 1983, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN F. CONNOLLEY, JR., President of Severn Builders, Inc., and he did make oath in due form of law that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

. My Commission Expires: 7-1-86
