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✓ THE SPRING HILL ASSOCIATES

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS

THIS DECLARATION dated 17 MARCH, 1992, by
The Spring Hill Associates (the "Developer"), Arthur L. Silber
(the "Trustee") and Sterling Bank & Trust Co. (the "Bank").

R E C I T A L S

A. The Developer owns a parcel of land located in
Howard County, Maryland, known as Lots 35-37 in the Meadowood
Subdivision, as shown on that certain subdivision plat (the
"Plat") entitled "Meadowood Section Two, Area 1B, Lots 35-37",
recorded among the land records of Howard County, Maryland at
Plat No. 9151 (the "Property").

B. The Developer desires to subject the Property, and
the lots located therein (collectively the "Lots" and
individually the "Lot"), to the covenants, conditions,
restrictions and easements set forth below for the purposes of
creating and maintaining a general scheme of development and
protecting the value and desirability of the Property and the
Lots.

C. The Trustee is a trustee of the Deed of Trust (the
"Deed of Trust") on the Property from the Developer dated
August 8, 1989, which is recorded among the Land Records of
Howard County at Liber C.M.P. No. 1161, page 141. The Bank is
the holder of the promissory note secured by the Deed of Trust.
The Trustee and the Bank are joining in this Declaration for the
purpose of subordinating the Deed of Trust to the legal
operation and effect of this Declaration.

D. The Developer, the Trustee and the Bank hereby
declare that the Property shall be held, sold, and conveyed
subject to the Covenants, Conditions, Restrictions and Easements
set forth below.

ARTICLE I
COVENANTS, CONDITIONS AND RESTRICTIONS

1. The Lots and any building or structure now or
hereafter erected on a Lot shall be occupied and used for
single-family residence purposes only. The only building which
may be erected on a Lot shall be a single-family dwelling house

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not to exceed three (3) stories in height, with or without a private garage. No other structures may be erected on a lot without the prior written consent of the Developer.

2. Before any house or other structure or any addition thereto is constructed, the plans and specifications therefor shall be submitted to and approved in writing by the Developer. Construction of any structure must be completed (including a permanent ground cover of grass or other dense vegetation) within eighteen (18) months after approval of the plans therefor. Any approval given for any plans and specifications shall not set a precedent for any future applications.

3. Clearing and grading of the Lots shall be limited so as to preserve as much of the natural features of the Lots as possible. All excavation and grading work is to be undertaken in a manner to prevent soil erosion. Proper sediment control systems must be installed and maintained during excavation and construction to prevent sediment from leaving the construction site. If the owner of a lot (the "Lot Owner") fails to install and maintain adequate sediment control systems, the Developer shall have the right (but not the obligation) to enter upon the Lot and install and maintain sediment control systems at the Lot Owner's sole expense.

4. No damming, filling, grading or other disturbance of the land, or use of fertilizers, pesticides or herbicides shall be permitted within twenty-five feet (25') of any stream located on a Lot and such work must otherwise comply with all applicable state, local or federal law and regulations. No plantings, sediment, debris or other materials shall be placed or permitted to remain in any stream on any Lot which may obstruct, retard, restrict or change the direction of the flow of any such stream. No grading, construction of improvements on, or other disturbances of any portion of a Lot containing wetlands shall be permitted.

5. No moveable structure of any kind such as horse trailers, mobile homes, modular homes, camping trailers, boat trailers or recreational vehicles shall be permitted to stand upon any Lot; excepting, however, that said trailers may be parked on a Lot providing such vehicle is fully enclosed in a garage, or adequately screened such that it is not visible from any street or any neighboring residence. No commercial vehicles shall be parked on a street or Lot longer than is reasonably necessary for the driver thereof to perform the business functions to which the commercial vehicle relates.

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6. No animals may be kept, maintained or bred on any Lot or in any dwelling house or Structure erected thereon, except that dogs, cats or similar domestic household pets may be kept on a Lot provided they are not kept, bred or maintained for any commercial purpose and provided further that they are kept in such a manner as to avoid becoming a nuisance to neighbors and adjoining property owners. No fowl, hogs, cattle, horses, or other similar livestock shall be kept on any Lot, except as may be approved in writing by the Developer.

7. No nuisance shall be maintained, allowed or permitted on any part of a Lot, and no use thereof shall be made or permitted which may be noxious or detrimental to health. Excessively noisy vehicles, such as snowmobiles, go-carts, motorcycles, motorbikes and any vehicles not properly muffled shall not be permitted to be used on any part of the Property. No music or other source of sound or noise shall be permitted at any time on a Lot which registers louder than forty decibels (40 db) at any point on any other Lot, except for any sound or noise generated by construction, maintenance or repairs performed on the Lot and any structures thereon. No burning of trash or refuse shall be conducted on any Lot or within the Property.

8. All portions of each Lot and the structures thereon which are visible from a street or a neighboring residence shall be kept in good order and repair and free of debris.

9. The Owner of each Lot shall be responsible for providing driveway access to the Lot from the public street. Driveways must be graded and stabilized with crusher run at the time of the commencement of dwelling construction.

10. No Structure other than a dwelling house shall be used at any time as a residence, either temporarily or permanently, including, but not limited to, trailers, shacks or tents.

11. No advertising or display signs of any character shall be placed or maintained on any part of the Property or on any structure which is visible from any street or neighboring residence, except customary "For Sale" signs, not larger than twenty-eight (28) inches wide and twenty (20) inches high, on or in front of a dwelling house by the owner thereof.

12. Outdoor lighting shall be designed so as not to throw excessive light onto any other Lot.

13. No junked motor vehicles or other junked or unused vehicles shall be permitted to stand outside a garage or upon any Lot or upon the roadways fronting any Lot. Any motor vehicle not currently licensed shall be conclusively presumed to be junked.

14. All or any part of the rights and powers (including discretionary powers and rights) reserved by or conferred upon the Developer by this Declaration may be assigned or transferred by the Developer to any successor developer of all or any part of the Property, or to any community association or architectural committee composed of residents of the Property. Any such assignment or transfer shall be evidenced by an appropriate instrument recorded among the Land Records of Howard County, and upon recordation thereof the grantee or grantees of such rights and powers shall thereafter have the right to exercise and perform all of the rights and powers reserved by or conferred upon the Developer by this Declaration.

ARTICLE II GENERAL PROVISIONS

1. The Developer shall approve or reject any plans and specifications required to be submitted to Developer herein by providing the Lot owner with notice of its decision within thirty (30) days after receipt of said plans and specifications. If the Developer fails to notify the Lot owner within said thirty (30) day period, the plans and specifications shall be automatically deemed approved. The Developer shall have no liability whatsoever for any loss, injury, expense, cost or damage which any Lot owner may suffer or incur by reason of (i) Developer's rejection of any plans and specifications required to be submitted to Developer hereunder, (ii) any defects in plans and specifications submitted, revised or approved in accordance with the provisions hereof, (iii) any structural or other defects in any work done in accordance with such plans and specifications, and (iv) the development of or construction on any Lot within the Property.

2. The restrictions, conditions, covenants and reservations authorized or imposed by this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, or the owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years after the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years, unless prior to the expiration of the

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then current term, a written instrument shall be executed by the owners of all of the Lots stating that this Declaration shall expire at the end of the then current term. This Declaration or any part thereof may be amended at any time by an appropriate document recorded among the Land Records of Howard County, which must be executed and acknowledged by the owners of all of the Lots.

3. The Developer or any owner of any Lot subject to this Declaration may enforce the restrictions, conditions, covenants and reservations herein by bringing a proceeding at law or in equity against any person or persons violating or attempting to violate any such restriction, condition, covenant or reservation, either to restrain a violation or to recover damages.

4. The Developer and its successors and assigns may waive any term or provision of this Declaration as the Developer deems necessary or in the best interest of the development as determined by the Developer. All such waivers shall be made in writing. The waiver of, or failure by the Developer to enforce, any covenant, condition, restriction or reservation herein contained shall in no event be deemed a waiver of the right thereafter to enforce such covenant, condition, restriction or reservation.

5. The invalidity of any of the provisions of this Declaration shall not affect any of the other provisions, all of which shall remain in full force and effect.

6. Each conveyance of a Lot, or of any interest in a Lot, by the Developer, shall be deemed to be subject to this Declaration whether or not the deed conveying the Lot shall so state.

7. The Bank and the Trustee hereby join in this Declaration for the purpose of subordinating the Deed of Trust to the legal operation and effect of this Declaration.

WITNESS the due execution of this Declaration of Covenants, Conditions, Restrictions and Easements by the Developer, the Trustees and the Bank.

WITNESS:

THE SPRING HILL ASSOCIATES

By: Carlyn Aliah (SEAL)
Carlyn Aliah, General Partner

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WITNESS:

Tracy S. Lopez

Arthur L. Silber (SEAL)
Arthur L. Silber, Trustee

STERLING BANK & TRUST COMPANY

Tracy S. Lopez

By: Patricia A. [Signature] (SEAL)
Sr. Vice President

STATE OF MARYLAND)
COUNTY OF Queen Anne's)

TO WIT:

I HEREBY CERTIFY that on this 17th day of March, 1992, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Carlyn Aliah, who acknowledged herself to be the President of O & C Management Company, Inc., the General partner of The Spring Hill Associates and that she executed the foregoing instrument for the purposes therein contained.

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

Tracy S. Lopez
Notary Public

My Commission Expires: 12-11-95

STATE OF MARYLAND)
COUNTY OF Queen Anne's)

TO WIT:

I HEREBY CERTIFY that on this 17th day of March, 1992, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Arthur L. Silber, who acknowledged himself to be a Trustee for Sterling Bank and Trust Co., and that he executed the foregoing instrument for the purposes therein contained.

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

Juan J. Leguina
Notary Public

My Commission Expires: 12-11-95

STATE OF MARYLAND)
COUNTY OF Anne Arundel)

TO WIT:

I HEREBY CERTIFY that on this 17th day of March, 1992, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Patricia Jenkins, who acknowledged him[her]self to be the G.V.P. of Sterling Bank & Trust Co., and that ~~she~~ [she] executed the foregoing instrument for the purposes therein contained.

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

Juan J. Leguina
Notary Public

My Commission Expires: 12-11-95

Patricia Jenkins
17th March 1992
Notary Public
Patricia Jenkins

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FIRST AMENDMENT TO EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO EASEMENT AGREEMENT (this "Amendment") is made this 15th day of November 1999, by and among The Spring Hill Associates, a Maryland general partnership ("Spring Hill"), Clifford W. Taylor and Debra A. Taylor, and Denton D. Douglas and Donna Douglas.

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RECITALS

WHEREAS, Clifford W. Taylor, Jr. and Debra A. Taylor are jointly the Owner of Lot 36, D & D DOUGLAS is the Owner of Lot 37, and Spring Hill, is the Owner of Lot 35, all as shown on the Subdivision Plat entitled "Meadowood, Section 2, Area 1B, Lots 35-37 (the "Subdivision Plat)," and recorded among the Land Records of Howard County, Maryland as Plat No. 9151 (said property being hereinafter individually referred to as "Lot 35," "Lot 36," and "Lot 37," respectively, and together as the "Lots").

WHEREAS, Spring Hill, as the prior owner of all of the Lots, created an easement for ingress and egress across portions of Lot 36 and Lot 37 for use by the Owners of Lot 36 and Lot 37 (the "Lot 36/37 Easement"), pursuant to an Easement Agreement dated October 14, 1992, recorded among the Land Records of Howard County, Maryland at Liber 2657, folio 296 (the "Easement Agreement"). For reference purposes, the Lot 36/37 Easement is shown on Exhibit 3 attached hereto and described on Exhibit 4 attached hereto.

WHEREAS, the Subdivision Plat indicates the existence of an easement described as "25-foot private easement for ingress, egress and maintenance to be privately owned and maintained," which crosses portions of Lot 37 and Lot 36 for the benefit of Lot 35 (the "25' Easement"). The actual location of the 25' Easement is not as shown on the Subdivision Plat, but is constructed in the location shown on the plat attached hereto as Exhibit 1 and described thereon as "25' Easement for Ingress, Egress, Maintenance for Lots 35, 36 & 37, Meadowood Section 2, Area 1B," which easement is hereinafter referred to as the "Corrected 25' Easement."

WHEREAS, the first two lines of description of the Corrected 25' Easement (designated as "Part A" on Exhibit 1) are presently used in common by the Owners of Lot 35, Lot 36 and Lot 37.

WHEREAS, the parties desire to amend the Easement Agreement to confirm the use of a portion of the corrected 25' Easement by all of the Lot Owners, to confirm the actual location of the easement benefitting Lot 35, and to allocate the responsibility for the repair and maintenance of the various easement areas.

NOW, THEREFORE, the parties hereto hereby agree to amend and modify the Easement Agreement as follows:

1. The above recitals are made a substantive part of this Agreement. All terms not otherwise defined herein shall have the same meaning ascribed to such terms in the Easement Agreement.

2. Paragraph 2 of the Easement Agreement is hereby modified by (i) adding the following definition thereto:

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"Lot 35 Owner" - the Owner, from time to time, of Lot 35; and

(ii) by deleting the definition of "Owners" set forth therein and by substituting the following definition in lieu thereof:

"Owners" - the Lot 35 Owner, the Lot 36 Owner, and the Lot 37 Owner.

3. The Easement Agreement is hereby modified by adding the following provision as new Paragraph 3A:

4A. Corrected 25' Easement Area. Lot 36 Owner and Lot 37 Owner hereby create and establish a perpetual, nonexclusive easement for the benefit of Lot 35, Lot 36 and Lot 37 in, on, over and upon those certain strips of land lying across Lot 36 and Lot 37 (the "Corrected 25' Easement Area") as is more particularly shown on Exhibit 1 and as described on Exhibit 2 attached hereto and made a part hereof (the "Corrected 25' Easement"). The Corrected 25' Easement is hereby designated as the easement that provides ingress and egress between Henryton Road and Lot 35, in place of the location of the original 25' Easement shown on the Subdivision Plat.

5. Paragraph 4 of the Easement Agreement is hereby modified by adding the following provision at the end of said paragraph:

"The first two lines of description of the Lot 35 Easement, designated as "Part A" on Exhibit 1 attached hereto, shall be used in common by the Owners of Lot 35, Lot 36, and Lot 37 for the construction, operation, maintenance and use of a driveway to provide vehicular and pedestrian ingress and egress to, from and between Henryton Road and Lot 35, Lot 36, and Lot 37. The remaining portion of the Corrected 25' Easement (designated as "Part B" on Exhibit 1) shall be used solely by the Lot 35 Owner for the construction, maintenance, operation and use of a driveway to provide vehicular and pedestrian ingress and egress to, from, and between Henryton Road and Lot 35. The parking or storage of vehicles in the construction of any structures within the Corrected 25' Easement is specifically prohibited. The Owners of Lot 35, Lot 36, and Lot 37 may also use and permit the use of the Corrected 25' Easement for the construction, installation, maintenance, repair and use of utility lines, wires, pipes, conduits, and other similar uses so long as the same do not unreasonably interfere with the use of the easement area by the other Owners and any damage done to the easement area is promptly repaired."

6. Paragraph 5 of the Easement Agreement is hereby modified by deleting the first subparagraph in its entirety and by substituting the following provision in lieu thereof:

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"The Owners of Lot 35, Lot 36, and Lot 37 shall collectively maintain Part A of the Corrected 25' Easement Area at all times in a safe, clean and orderly condition and in good repair. Such maintenance shall include, without limitation, removal of snow, ice and debris from such portion of the easement area and the cleaning, repairing, patching and repaving of such portion of the easement area. The Owners of Lot 36 and Lot 37 shall jointly maintain the Lot 36/37 Easement area at all times in a safe, clean and orderly condition and in good repair. Such maintenance shall include, without limitation, removal of snow, ice and debris from the easement area and the cleaning, repairing, patching and repaving of the Lot 36/37 Easement area. The Owner of Lot 35 shall be solely responsible for the maintenance, cleaning and repair of Part B of the Corrected 25' Easement area.

7. The terms and provisions of this Amendment shall govern and control over any inconsistent terms and provisions of the Easement Agreement. Except as modified herein, the Easement Agreement is hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment under seal as of the day and year first above written.

WITNESS:

✓ THE SPRING HILL ASSOCIATES

By: O&C Management Company

By:

Carlyn Aliah
Carlyn Aliah
President

[SIGNATURES CONTINUE ON NEXT PAGE]

STATE OF MARYLAND, CITY OF BALTIMORE: TO WIT

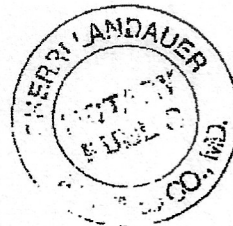
I HEREBY CERTIFY that on this 18th day of November, 1999, before me, a Notary Public for the state aforesaid, personally appeared Carlyn Aliah who acknowledged herself to be the President of O&C Management Company, a Maryland corporation, the Managing General Partner of The Spring Hill Associates, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained as the duly authorized officer of the corporation.

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: 8-1-01

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WITNESS:

Julia SmithClifford W. Taylor
Clifford W. TaylorSTATE OF MARYLAND, Anne Arundel Co. : TO WIT

I HEREBY CERTIFY that on this 12 day of November, 1999, before me, a Notary Public of said State, personally appeared CLIFFORD W. TAYLOR, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal

Beverly J. Behegan
Notary PublicMy Commission Expires: 6/1/2002

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WITNESS:

Debra A. BennettDebra A. Taylor
Debra A. TaylorSTATE OF MARYLAND, Carroll County : TO WIT

I HEREBY CERTIFY that on this 12th day of November, 1999, before me, a Notary Public of said State, personally appeared DEBRA A. TAYLOR, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

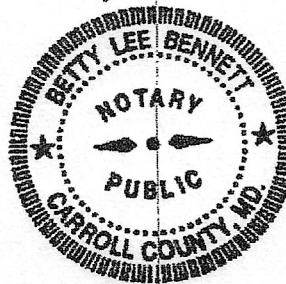
WITNESS my hand and Notarial Seal

Notary Public

Betty Lee Bennett

My Commission Expires:

11-1-03



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WITNESS:

Carl A. AltDenton D. Douglas
Denton D. DouglasCarl A. AltDonna Beth Douglas
Donna Douglas.

STATE OF MARYLAND, CITY OF BALTIMORE: TO WIT

I HEREBY CERTIFY that on this 15 day of November, 1999, before me, a Notary Public of said State, personally appeared DENTON D. DOUGLAS and DONNA DOUGLAS, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal

MY
COMMISSION
EXPIRES
02-01-02

Lynette J. Henshaw

Notary Public

My Commission Expires:

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