

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MEREDITH RIDGE
HOMEOWNERS ASSOCIATION, INC.**

THIS DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS (the "Declaration") is made this 16th day of May, 2003 by
MEREDITH RIDGE ASSOCIATES, INC., a Maryland corporation (the "Declarant").

RECITALS

A. Declarant is the owner of certain real property located in Baltimore County, Maryland, shown on that certain plat(s) entitled "Meredith Ridge", such plat being recorded among the Plat Records of Baltimore County, Maryland in Plat Book 75, Folio 78 et seq., to be developed as residential homesites (the "Subdivision" or "Community").

B. Declarant intends by this Declaration to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all Owners (hereinafter defined), as more particularly described herein. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Property, and to establish a method for the administration, maintenance, preservation, use and enjoyment of the Property now or hereafter subjected to this Declaration.

C. Declarant has caused or will cause a non-profit, non-stock corporation known as Meredith Ridge Homeowners Association, Inc. (the "Association") to be formed in order to perform certain functions on behalf of the Owners of Lots within the Property (as such terms are defined below), including, but not limited to, the enforcement of the covenants, conditions and restrictions herein set forth, and for the management of the Common Areas (hereinafter defined) to be owned by, and the easements created for the use and benefit of, the Association, and collection and disbursement of the assessments and charges hereinafter created.

D. The purpose of the Covenants, Conditions, and Restrictions ("Covenants") contained in this Declaration is to enhance the quality of the Subdivision, and to support the maximum property value for the Declarant and the future property Owners. Subject to the terms of this Declaration, the Declarant, the Association and each Owner, have the individual right to enforce the terms and conditions set forth in this Declaration against any violation by means as provided herein or by appropriate legal proceedings. The Declarant has no legal obligation to enforce these terms and conditions set forth in this Declaration, but may selectively act to further its own individual best interests.

NOW, THEREFORE, Declarant covenants and declares on behalf of itself and its successors and assigns, that the Property shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, for the purpose of protecting the value and desirability, and enhancing the attractiveness of the Property and which shall run with the Property and (a) 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 (b) 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.

ARTICLE I

Definitions

1.1 As used herein, the following words and terms are defined to mean as indicated:

1.2 **“Architectural Committee”** shall mean and refer to the Gaylord Brooks Architectural Committee, Inc. (**“GBAC”**), a Maryland corporation, its successors and assigns. The Modifications Architectural Committee shall mean that committee as may be created pursuant to Section 7.1 hereinbelow.

1.3 **“Articles of Incorporation”** shall mean and refer to the Articles of Incorporation of Meredith Ridge Homeowners Association, Inc.

1.4 **“Association”** shall mean and refer to Meredith Ridge Homeowners Association, Inc., a Maryland corporation, as formed or to be formed by Declarant or any substitute corporation by the same or any other name formed by the Declarant for the purposes set forth in this Declaration.

1.5 **“Board of Directors”** means the Board of Directors from time to time of the Association.

1.6 **“By-Laws”** shall mean and refer to the corporate by-laws of the Association as amended from time to time.

1.7 **“Common Areas”** shall mean and refer to those areas of land, intended to be devoted to the common use and enjoyment of the Owners of the Lots, including, but not limited to, those areas depicted as, “HOA Common Area”, “HOA Open Space”, “Pedestrian Access Easement” and “Fire Suppression Easement” (as hereinafter defined), all as shown on the Plat (as such term is defined herein) and any other 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, those areas utilized for entrance monuments serving the Subdivision located on Lots), saving and excepting, however, so much of the Land previously conveyed or to be conveyed to the County. Any area shown as “Stormwater Management Reservation” on the Plat is intended to be dedicated to the County.

1.8 **“Declarant”** shall mean Meredith Ridge Associates, Inc. and its successors and assigns, to which it shall convey or otherwise transfer its right, title and interest to all or any part of the Property and in so doing expressly designates the transferee or transferees as a Declarant hereunder.

1.9 **“Development Period”** shall mean and refer to the period commencing on the day this Declaration is recorded in the land records of Baltimore

County, Maryland (“Land Records”) and expiring on the date on which development of the Property as a residential subdivision has been fully completed and one hundred percent (100%) of the Lots have been deeded to the contract purchasers thereof by the Declarant or its successor unless Declarant determines in its sole discretion to terminate the Development Period earlier, in which event Declarant shall record an instrument in Land Records evidencing such determination.

1.10 **“Fire Suppression Easement”** shall mean all of that land area identified on the Subdivision Plat as “HOA Common Area and Private Easement for Fire Suppression” and any easement agreement attendant thereto and shall be subject to the restrictions contained in this Declaration and to all rules, laws, regulations, ordinances, covenants, and requirements of applicable County, State and Federal governmental and quasi-governmental authorities.

1.11 **“Fire Suppression Tank”** shall mean that underground water tank installed in the Fire Suppression Easement.

1.12 **“Lot” or “Lots”** shall mean a lot or parcel of ground shown on the Plat designated as Lots 1 through 17.

1.13 **“Lot No. 1”** shall mean the lot shown on the Plat as “Lot 1” comprised of 1.923 acres, more or less..

1.14 **“Member”** shall mean all persons or entities who hold membership in the Association as provided in this Declaration.

1.15 **“Owner”** shall mean 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 copartnership, 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 unit, shall be deemed a single Owner and shall be or become a single Member of the Association by virtue of ownership of such Lot. The term "Owner," however, shall not mean, 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.

1.16 **“Pedestrian Access Easement”** means that area so marked on the Plat which provides access to adjoining properties and is intended for pedestrian, bicycle and other non-motorized vehicle usage by the Owners, their guests and invitees.

1.17 **“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.

1.18 **“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, or bath house, coop or cage, covered or uncovered patio, swimming pool, spa, Jacuzzi, basketball apparatus, play sets, clothesline, radio, television or other antenna, fence, sign, curbing, paving, wall, roadway, walkway, exterior light, mailboxes, landscape, hedge, trees, shrubbery, 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 twelve (12) inches from that existing at the time of first ownership by a Class A Member hereunder, as defined in Article IV hereof.

1.19 **“Subdivision Plat(s)” or “Plat”** shall mean that certain plat entitled “MEREDITH RIDGE” recorded among the Plat Records of Baltimore County at Plat Book 75, Folio 78 et seq. 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.

1.20 **“Utility Easements”** shall mean those areas of land within the Property shown on the Subdivision Plat(s) and/or reserved in this Declaration for the purposes hereinafter set forth.

ARTICLE II

Lots; Common Areas; and Property Rights

2.1 **Grant of Lots and Common Areas.** Declarant shall hereafter hold, grant and convey the Property, and any parts thereof, including Lots and Common Areas, subject to the covenants, conditions and restrictions herein set forth or incorporated herein by reference, which are for the benefit of, binding upon and shall run with the land, and are for the benefit of Declarant, Baltimore County, the Association, the Owners, their heirs, personal representatives, successors and assigns. Declarant shall convey Common Areas to the Association (excluding, however, any easement areas and other areas not intended to be conveyed) at such time as Declarant determines, in its sole discretion, is appropriate. The Association shall take title to the Common Areas free and clear of all encumbrances, except this Declaration and all other matters of record when conveyed by Declarant.

2.2 **Owners' Easements of Enjoyment.** Every Owner 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.

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 provided the prior written consent of the Architectural Committee is obtained. No portion of the Common Areas may be used by any Owner or Owners for personal vegetable gardens, storage facilities or other private uses, unless agreed to by two-thirds (2/3rds) of the Owners.

2.3 **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.

2.4 **Maintenance Obligations of the Association.** The Association shall improve, manage, operate, insure, inspect, repair, replace, restore and maintain the Common Areas 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, maintenance of any entrance monuments for the Community, including any such signs located within a public right-of-way and/or Lots.

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

(a) any rule or regulation now or hereafter set forth in this Declaration and, further, shall be subject to any rule or regulation now or hereafter adopted by the Association 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 published 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 Baltimore 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; and

(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.

(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, rule or regulation. 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.

2.6 **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 and uniformly apply and enforce.

2.7 **Rules and Regulations.** Each Owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Areas, as such rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas. Further, each Owner shall comply with the Covenants imposed by this Declaration on the use and enjoyment of the Common Areas.

ARTICLE III

Reserved Rights of Declarant and Easements

3.1 **Utility Easements.** A non-exclusive, perpetual, blanket easement over the Property for the installation and maintenance of electric, telephone, cable television, water, gas, drainage, utility, sanitary sewer lines and facilities, pressure sewers and grinder pumps, and the like, is hereby reserved by Declarant and 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. In addition, easements along all property lines or as otherwise shown on the Subdivision Plats are reserved by the Declarant for the installation and maintenance of utilities and drainage facilities (“Utility Easements”), and for Forest Buffer Easements, the Forest Conservation Easements and Fire Suppression Easements, if any, all as shown on the Subdivision Plats. The Declarant reserves the right to execute any confirmatory documents which may be required to create or maintain such easements. In addition thereto, the Baltimore Gas and Electric Company, Verizon Telephone Company and any cable television company operating in Baltimore County having the requisite authority and power to provide such service to the Owners of the Lots, shall have the right to place upon the Lots, at such locations as may be deemed necessary by them, electrical transformers, transformer pads, telephone pedestals, and television cable (collectively the “Distribution Systems”). The aforesaid companies shall also have the right to use the roads located within the Subdivision for purposes of maintaining their respective Distribution Systems. No Structure, planting or other material shall be placed or permitted to remain upon any Lot which in the opinion of Declarant and/or the Architectural Committee, may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels. The Declarant reserves the right to place fencing within said easements as is desirable in its discretion, provided however, that such fencing shall not interfere with said easements. In addition to the above: i) the Baltimore County Department of Environmental Protection and Resource Management (or any successor agency) shall have the right to enter upon the Lots from time to time for the testing of water wells drilled thereon; and ii) the Baltimore County Fire Department and any agency or contractor designated by it shall have the right to enter upon the Fire Suppression Easement area for purposes of maintenance, filling and using the water contained in any tank installed therein and the like. The Property is also subject to those certain easements created by a reservation of rights for access at various points within the Property for the purpose of inspection of the FB/FC Areas (defined in Section 8.25), as shown on the Subdivision Plats and provided in the Forest Conservation and Forest Buffer Declaration (as defined in Section 8.25 herein).

3.2 **Development Easements.**

(a) **Easements Reserved to the Declarant.**

(i) **Easement to Facilitate Development.** The Declarant hereby reserves to itself and its designees, commencing on the date of this Declaration

and expiring at such time as all development and warranty work has been fully completed in Declarant's sole and absolute judgment, a non-exclusive blanket easement over and through the Property for all purposes 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; 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 its designees the right to: a. use any Lots owned or leased by the Declarant, 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 shall obtain the consent of the Owner of any affected Lot or of the Architectural Committee 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 and subjects the Property to an easement in perpetuity running with the land in favor of itself and the Association, over the Utility Easements and Common Areas, for the purposes of installing trees, bushes, plants, flowers, fencing, landmarks and other landscaping as part of the Property; and for the further purpose of maintaining and replacing said landscaping in a neat and orderly manner. The Association shall be required to mow, mulch and otherwise rework the easement area as may be necessary to keep the easement at all times up to the Association's standards, provided that nothing contained herein shall relieve an Owner from the responsibility of mowing grass and otherwise maintaining his Lot. After the Declarant has installed any fencing, and/or landscaping, the maintenance and replacement of such and the maintenance of the area surrounding any of the above areas, including, but not limited to, the mowing of grass, shall be the responsibility of the Association. In the event that the Members elect to replace the signs, fencing, and/or landscaping, plans and specifications for same must be submitted to the Architectural Committee for approval.

(iv) Storm Water Management 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. The Declarant shall also have the right to allow adjacent properties to tie their storm water management facilities into the storm water management facilities for the Property; provided, however, that the Owners of such adjacent properties agree to bear a portion of the expense of upkeep for the storm water management facilities for the Property in such

amount as may be deemed appropriate by the Declarant. Declarant shall also have the right to convey storm water management facilities and easements over any Lot or Common Areas at any time.

(v) The Declarant hereby reserves and subjects the Property to an easement in perpetuity running with the land in favor of itself and the Association over the Utility Easements for the purpose of constructing trash pads and mailboxes (at locations to be determined by Declarant) in accordance with Section 7.1 and landscaping the Utility Easements. In addition, although the maintenance and replacement of mailboxes and landscaping shall be the Owners' responsibility, this easement shall extend to such maintenance and replacement, at the option of the Association.

(vi) 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.

(vii) Completion Easements and Rights of Declarant. Declarant further reserves unto itself, for itself and its successors and assigns, 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 in this Declaration concerning architectural control or use restrictions shall in any way apply to any aspect of the Declarant's development or construction activities and notwithstanding any provisions of this Declaration, none of the Declarant'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 reserves the right for itself, and its respective successors and assigns, to store materials, construction debris and trash during the construction period on the Property without keeping same in containers. The foregoing includes, without limitation, an easement for Declarant to exercise its right at any time, prior or subsequent to conveyance of individual Lots, to enter upon any of the Property to complete, in its sole discretion, development and subdivision of the Property; such development and subdivision shall include, but shall not be limited to, tree cutting, grading and filling in order to install roads, Storm water management facilities, storm drains and utilities, and to do any and all work necessary to convey storm drainage over, across or under Lot(s) as may be required.

(viii) 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.

(ix) Common Area and Lot 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, as "Drainage and Utility Easement", "Sewer Easement", "Drainage and Sewer Easement", "Open Space", "H.O.A. Area", "Common Area", and within the area designated as "Landscape Easement" on Lot No. 5 or otherwise designated as an easement area, or on, over, under, or in any portion of any Common Areas or Lots, pipes, drains, mains, conduits, lines, and other facilities for water, storm sewer, sanitary sewer, gas, electric, 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 and Lots 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 and/or Lots.

(x) Maintenance Easements. Each Owner hereby grants an easement to the Association and its agents 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.

(xi) Ratterman Easement. Declarant hereby grants to the owner of the property known as 14346 Jarrettsville Pike, Phoenix, MD 21131 ("Ratterman Lot") an easement over, upon, under and through the portion of Lot 5 shown as "Landscape Easement" on the Plat for the purpose of installing water lines to serve the Ratterman Lot; provided, however, that the owner of the Ratterman has obtained the prior written consent of Declarant for such purpose, which consent may be withheld in Declarant's sole and absolute discretion. The owner of the Ratterman Lot shall restore the easement area if said owner disturbs any portion of the easement area as a result of installation of water lines. In addition, the owner of the Ratterman Lot shall be responsible for maintenance and repair of any water lines installed within this easement by said owner. The easement granted to the owner of the Ratterman Lot hereunder shall include the right of ingress and egress over, upon and through the area of the Landscape Easement for the purposes of said owner performing the maintenance and repair of water lines.

(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 3.2 (a) shall run in perpetuity: (i) c., (ii) b., (iii), (iv), (ix) a. and (x).

(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 hereunder. 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.

3.3 **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 on a Lot or in 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 the terms hereof.

3.4 **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.

3.5 **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.

3.6 **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.

3.7 **Vehicle and Pedestrian Access.** The Declarant hereby reserves to 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.

3.7.1 **Pedestrian Access.** Pursuant to the Declaration of Private Access, Maintenance and Utility Easement (“Private Road Declaration”) dated May 16, 2003 and recorded among the Land Records, Declarant, Owners and Ratterman (as such term is defined in the Private Road Declaration) shall have an easement on, over and through Easement C (as defined in the Private Road Declaration) for the purpose of using the Pedestrian Access Easement.

3.8 **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.

3.9 **Sales Office, Etc.** Nothing contained in this Declaration shall be construed to in any way limit the right of Declarant to use any Lot owned by Declarant 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.

3.10 **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 Declaration over, on and across a lot, no prior notice to the Owner shall be required.

3.11 **Lot Lines and 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. DECLARANT RESERVES THE RIGHT TO SIGN ON BEHALF OF ANY INTERESTED PARTY OR LOT OWNER SUCH WAIVERS OR CONSENTS AS MAY BE REQUIRED BY ANY AND ALL APPLICABLE AGENCIES, BUREAUS, DIVISIONS OR OFFICIALS OF BALTIMORE COUNTY (COLLECTIVELY "BALTIMORE COUNTY"), CONSENTING TO THE ALTERATION OF THE SUBDIVISION PLATS AND/OR DEVELOPMENT PLAN ENTITLED "MEREDITH RIDGE" AND FILED WITH BALTIMORE COUNTY, MARYLAND. THIS SPECIAL POWER OF ATTORNEY SHALL BE IRREVOCABLE AND COUPLED WITH AN INTEREST.

ARTICLE IV

Association Membership and Voting Right

4.1 **Membership.** 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.

4.2 **Voting.** The Association shall have two (2) classes of voting membership:

4.2.1 **Class A.** Class A Members shall be all Owners (with the exception of Declarant and the Owner of Lot No. 1). Each Class A Member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as the Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

4.2.2 **Class B.** The Class B Member shall be Declarant and shall be entitled to ten (10) votes for each Lot owned. The Class B Membership shall cease, and shall be converted to Class A Membership on the happening of the first to occur of the following events:

(a) upon the expiration of the Development Period; or

(b) at such time as Declarant, in its sole discretion, determines it is suitable and if such determination is made prior to the expiration of the Development Period then Declarant shall evidence this decision by recording an instrument in Land Records specifically referring to this provision.

4.3.3 The Owner of Lot No. 1 shall not have voting rights in the Association and such Owner shall not be a Member of the Association.

ARTICLE V

Covenant for Maintenance Assessments

5.1 **Creation of Lien and Personal Obligations 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 to the Association: (i) annual assessments or charges, (ii) special assessments for capital improvements, (iii) additional assessments, all such assessments to be established and collected as hereinafter provided and (iv) any monetary penalties levied for violation of covenants or rules. The annual, special and additional assessments, and any such penalties, together with interest, costs and reasonable attorney's 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 interest, costs and attorney's fees, shall also be the personal obligation of the person(s) who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless assumed by them. Declarant and any Lots which Declarant owns shall be exempt from payment of any assessment hereunder. In addition, Lot No. 1 and its Owner shall be exempt from liability for payment of any type of assessment.

5.2 **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of Lots within the Property and for the improvement and maintenance of the Common Areas (including, without limitation, the filling and refilling of the Fire Suppression Tank) and as is otherwise consistent with the rights and responsibilities of the Association hereunder and for the benefit of the Members.

5.3 **Reserve Fund.** The annual assessments shall include an amount adequate to establish a reserve fund for replacement of any capital improvements in the Common Areas, annual maintenance of the Fire Suppression Tank (including the filling and refilling thereafter) and/or to cover operating deficits of the Association. A proportionate amount of each assessment payment received by the Association applicable to the reserve fund shall be received and held by the Association.

5.4 **Maximum Annual Assessment.**

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than the Declarant, the maximum annual

assessment shall be the aggregate of Seven Hundred Fifty Dollars (\$750.00) for each Lot, payable annually.

(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, and for the periods therein specified, the Association may change the maximum and the basis of the assessments 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.

5.5 **Special Assessments.** 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 defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon 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 any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members at a meeting duly called for this purpose.

5.6 **Notice and Quorum for Any Action Authorized under Sections 5.4 and 5.5.** Written notice of any meeting called for the purpose of taking an action authorized under Sections 5.4 or 5.5 shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of Members shall constitute a quorum. If the required quorum is not present, further meetings may be called subject to the same notice requirement, and the required quorum at any 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.

5.7 **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, or other periodic basis not more often than monthly, or less often than annually, as provided by the Board of Directors.

5.8 **Additional Assessments.** Additional assessments may be fixed against any Lot as provided for in Sections 6.1 and 7.11 of this Declaration. Any such

assessments shall be due as provided by the Board of Directors in making any such assessment.

5.9 Date of Commencement of Annual Assessments; Due Dates; Certificate of Payment of Assessments.

(a) The annual assessments as to any Lot shall commence on the date that the title to such Lot is transferred to any person other than the Declarant. The annual assessments shall be due and payable on a periodic basis as determined by the Board of Directors.

(b) The due date of any special assessment shall be fixed in the resolution authorizing such special assessment.

5.10 Duties of the Board of Directors.

(a) Commencing with the first fiscal year of the Association, the Board of Directors shall determine the amount of the maintenance assessments annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of Annual Assessments may be levied and collected on a monthly, quarterly or semi-annual basis rather than on the annual basis herein above provided for. Any Member may prepay one or more installments of any maintenance assessment levied by the Association, without premium or penalty.

(b) The Board of Directors shall prepare, or cause the preparation of an annual operating budget for the Association, which shall provide, without limitation, for the management, operation and maintenance of the Common Areas. The Board of Directors of the Association shall make reasonable efforts to fix the amount of the annual maintenance assessment against each Lot for each assessment period at least thirty (30) days in advance of the beginning of such period and shall, at that time, prepare a roster of the Lots and the annual maintenance assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Record Owner upon reasonable notice to the Board of Directors. Written notice of the annual maintenance assessments shall thereupon be sent to all Members of the Association. The omission by the Board of Directors, before the expiration of any assessment period, to fix the amount of the annual maintenance 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 or a release of any Member from the obligation to pay the annual maintenance assessment, or any installment thereof, for that or any subsequent assessment period; but the annual maintenance assessment fixed for the preceding period shall continue until a new maintenance assessment is fixed. The budget and assessments shall become effective unless a special meeting of the Association is duly held and at such special meeting the budget and the assessments are disapproved by at least a majority of the Class A Members of the Association. No Member may exempt itself from liability for maintenance 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.

(c) The Association shall, upon demand at any time, furnish to any Record Owner liable for assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has 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.

5.11 **Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum, and shall be subject to a reasonable late charge in an amount established from time to time by resolution of the Board of Directors, and the Board of Directors shall have the right to declare the entire balance of the annual assessment and accrued interest thereon to be immediately due and payable. In addition, the Owner shall be liable for all costs of collecting any such assessment, including attorney's fees and court costs. The Association may bring an action at law against the Owner personally obligated to pay the same and/or, without waiving any other right, may foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his/her Lot.

5.12 **Maryland Contract Lien Act.** The Association may establish and enforce the lien for any amounts due hereunder pursuant to 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, costs of collection, late charges permitted by law, and attorney's fees provided for herein or awarded by a court for breach of any of the covenants herein.

5.13 **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any recorded first mortgage or deed of trust now or hereafter placed against a Lot, unless such lien for assessments hereunder has been duly recorded as such among the Land Records of Baltimore County, Maryland prior to the recording of such mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, any contract purchaser of a Lot shall be entitled, on written request to the Association, to a statement in writing from the Association setting forth the amount of any unpaid assessments against the Owner of the Lot due the Association and such purchaser shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments made by the Association against the Owner-Grantor or the Lot in excess of the amount set forth in such statement. The sale or transfer of any Lot pursuant to foreclosure, or any proceeding in lieu thereof, of a mortgage senior in priority to the assessment lien, 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 any lien therefor.

ARTICLE VI

Maintenance

6.1 **Owner's Responsibility.** Subject to the restrictions and provisions in the Forest Conservation and Forest Buffer Declaration, the Owner of each Lot shall keep such Owner's respective Lot, and all improvements thereon, in good order and repair, including; but not limited to, the seeding, watering and mowing of all lawns and yards, installation and maintenance of drainage swales within the boundaries of the Lot, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and Structures 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 Association or the Architectural Committee, any Owner fails to perform the duties imposed hereunder, the Association on affirmative action of a majority of the Board of Directors or the Architectural Committee, after fifteen (15) days written notice to the Owner to remedy the condition in question, and upon failure of the Owner to remedy the condition within such fifteen (15) day period, 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/or the improvements or Structures thereon, and the cost thereof shall be a binding, personal obligation of such Owner of the Lot, and as an additional assessment as contemplated in Section 5.8 hereof, on the Lot and enforced in the same manner and under the same terms as Section 5.11 and Section 5.12 hereof. In the event the Association elects not to maintain any portions of the Common Areas which are part of an Owner's Lot, such affected Owner(s) shall maintain all those portions of the Common Areas that are part of their Lot.

6.2 **Association's Responsibility.** The Association shall maintain and keep in good repair the Common Areas and similar areas, as well as the Fire Suppression Easement and Fire Suppression Tank, all shown on the Plat, and, at its option, may maintain the Utility Easements, such maintenance to be funded out of the Association's funds. In addition, the Association may, upon resolution of the Board of Directors, maintain any area dedicated to a public or governmental entity if such entity fails to properly maintain such areas, including, without limitation the storm water management reservation area shown on the Plat. The maintenance shall include all landscaping and other floras, Structures and improvements situated upon the Common Areas and the filling and refilling of Fire Suppression Tank to the extent required by law or regulation. Any grass areas shall be mowed regularly and, open space shall be maintained by the Association as either lawn areas or wildflower meadows. In addition to any other provisions herein, all cultivated beds shall be weeded and mulched on an as-needed basis and all plant materials shall be maintained and/or replaced as necessary surrounding any entrance areas serving the Property and islands located within the roads located in the Subdivision. All FB/FC Areas (as defined in Section 8.25) shall be maintained according to sound forestry practices and in accordance with forest conservation and forest buffer regulations. Any walking or natural trails shall be kept clear of debris and shall receive periodic maintenance. Naturalized landscaping shall be maintained to insure health and vigor. Any Structures within the Common Areas shall be maintained in good condition. There are hereby reserved to the Association blanket easements over the Property as

necessary to enable the Association to fulfill its responsibilities under this Declaration, including without limitation, this Section 6.2.

6.2.1 Fire Suppression Tank and Fire Suppression Easement.

The Association shall be required to maintain the Fire Suppression Tank and the Fire Suppression Easement in accordance with all applicable law, rule and/or regulation and in accord with any requirement(s) of any insurer providing insurance to the Association and/or Owners in connection with the Fire Suppression Tank and the Fire Suppression Easement.

ARTICLE VII

Architectural Review

7.1 **Necessity for Compliance with Architectural Review; Construction.** No Structures, building, fence, wall, garage, sign, pool, pool house, racket sport or hand-ball court, game facilities, play equipment, or other Structure of any kind, including any driveway, walkway, clothes line, and outside lighting shall be commenced, constructed, erected or maintained on any Lot, nor shall any addition (including awnings and screens) to, change, or alteration therein (including any retreatment by painting or otherwise of any exterior part thereof) be made in structure or color of any improvements, nor shall any regrading change of any Lot contour or any other work of any nature (collectively, "Alterations") be commenced or performed which may result in a change of exterior appearance of any improvements until the final plans, color scheme, location, exterior plans and details, driveway plans and location, proposed topographic changes, landscape plans, and such other information as the Architectural Committee may request, have been submitted to and approved in writing by the Architectural Committee. The Architectural Committee may appoint a Modifications Architectural Committee to render approvals of all items requiring approval other than the basic and initial construction of residence on each Lot. It is intended that following completion of construction of all initial residences on the Lots, the Architectural Committee may, in its sole and absolute discretion, relinquish all or any of its power and authority to the Modifications Architectural Committee, whose members thereafter shall be appointed by the Board of Directors of the Association, or alternatively, the Architectural Committee may retain such power and authority until such time as the Architectural Committee deems suitable. Where reference is made herein to the Architectural Committee, it shall mean the Modifications Architectural Committee also, to the extent the Architectural Committee has delegated such authority to the Modifications Architectural Committee.

7.1.1. Architectural guidelines and criteria pertaining to the design of and construction materials for homes, fencing, driveways, entrances, mailboxes, swimming pools, tennis courts, outdoor lighting, landscaping and operating systems, or other Structures have been established by the Architectural Committee and provided to the Owner of each Lot by the Architectural Committee prior to architectural design and construction. These guidelines and criteria (the "Guidelines") are attached hereto as Exhibit "B" and incorporated herein by reference. To the extent there is any

conflict between any provision of this Declaration and the Guidelines, this Declaration shall control. The Architectural Committee may from time to time change the Guidelines in its sole and absolute discretion and, in such event, an amendment to this Declaration shall be executed by the member(s) of the Architectural Committee and record such amendment in Land Records.

7.1.1.1. The architectural design and construction philosophy is that buildings and other site improvements should be unobtrusive in form and color in order to complement their natural setting. The primary objective is to create a total community that is homogeneous in feeling and free from discordant architecture. No particular period, style, geographic influence or traditional approach is specifically endorsed or encouraged. However, contract buyers and Owners are hereby put on notice that contemporary designs are not permitted as a matter of right and are strongly discouraged.

7.1.1.2. Owners are hereby notified that as part of the approval of the Plat subdividing the Property, certain architectural restrictions are hereby imposed on Lots 2, 3, 4 & 5, all shown on the Plat. These restrictions specify that the dwellings on these lots must have a "farm house" style compatible, as determined by Baltimore County's Office of Planning, with existing neighboring homes along Jarrettsville Pike. Owner shall submit all exterior elevations of the dwelling to be constructed to the Office of Planning prior to the issuance of a building permit.

7.1.2. A set of working drawings for the site development plan and construction plan, once approved, shall be immediately furnished to, and will remain with, the Architectural Committee for a period of five (5) years from the date that the last Lot in the subdivision is improved with a residence. The site development plan shall at a minimum show the proposed location of the driveway and the proposed location of the house as well as any incidental structures. The construction plans, in addition to showing adequate design and construction detail, must also specifically show all exterior material to be used on the house in detail necessary to adequately identify said material. In addition, all exterior grades must be shown in detail.

7.2 **Construction.** No building, fence, wall, hedge or other structure shall be constructed on any Lot until the plans and specifications have been approved in writing by the Architectural Committee.

7.3 **Modifications.** The Architectural Committee shall have exclusive jurisdiction over modifications, additions or Alterations made on or to existing Structures and Common Areas. The Architectural Committee may promulgate additional detailed standards and procedures governing such modifications, additions or alterations. Such standards shall have the prior approval of the Board of Directors before becoming effective. The Architectural Committee shall have the right, but not the obligation, to delegate to the Association its right to review modifications.

7.4 **Submission of Plans.** There is a two phase submission and approval process of all plans and specifications. The first phase is the conceptual phase and the second phase is the final phase. All submissions of plans and specifications for

approval as to new construction of Structures or modifications or Alterations on the Lot shall be presented to the appropriate Architectural Committee at the address designated from time to time by the Board of Directors as follows:

7.4.1 **Conceptual Submission.** Every Lot Owner shall be required to submit to the Architectural Committee, conceptual site design, location and exterior elevation plans and specifications in advance of submitting for final approval and as early in the dwelling design/ site alteration process as possible. At a minimum, the plans and specifications submitted at the conceptual stage shall include, but not be limited to: orientation of all proposed Structures and/or Alterations on the Lot, the relationship of all proposed Structures and/or alterations to all existing improvements on adjacent lots and all applicable easements, setbacks (including without limitation zoning, forest buffer, Conservancy Areas, etc), rights-of-way, etc; proposed grading and limits of grading; proposed plan for clearing; and preliminary exterior elevations, lighting and design features (collectively, the “Conceptual Submission”). Approval by the Architectural Committee of the Conceptual Submission is required in advance of submitting final plans and specifications for approval by the Architectural Committee. The Conceptual Submission shall be made using the checklist included as a part of the Guidelines, attached as Exhibit “B” hereto.

7.4.2 **Final Submission.** Every Owner shall be required to submit to the Architectural Committee final site design, location and exterior elevation plans and specifications for approval by the Architectural Committee as required herein in advance of constructing any Structure and/or Alteration on the Lot. The plans and specifications submitted for final approval by the Architectural Committee shall include, but not be limited to: final orientation of all proposed Structures and/or alterations on the Lot; the relationship of all Structures and/or Alterations in their final design location to all existing Structures/improvements on adjacent lots and all applicable easements, setbacks (including without limitation zoning, FC/FB Areas and Conservancy Areas, etc.), rights-of-way, etc; finish grade elevations and limits of grading; and final exterior elevations, lighting and design features (collectively the “Final Submission”). Written approval by the Architectural Committee of the Final Submission is required in advance of construction of any Structure or Alteration. The Final Submission shall be made using the checklist included as a part of the Guidelines, attached as Exhibit “B” hereto.

7.5 **Review Standards.** The Architectural Committee shall consider applications for approval of plans, specifications, etc., upon the basis of conformity with this Declaration and any rules or regulations adopted by the Architectural Committee 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; change in topography, grade elevations and/or drainage; adequacy of sediment controls with specific emphasis on the protection of any forest buffer areas and its associated wetlands and streams; the effect of the proposed improvements or Alterations on the use, enjoyment and value of other neighboring properties, and/or on the outlook or view from adjacent or neighboring properties including compatibility with any applicable Landmarks Preservation

Commission and Baltimore County Planning Board requirements; and the suitability of the surrounding area.

7.6 **Approval.** All requests for approval of plans and specifications for Structures or Alterations shall be decided by the member(s) of the Architectural Committee in its sole discretion. The Architectural 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 Committee from time to time shall be submitted to the Architectural Committee by mail, messenger or in person. The Architectural Committee shall have the right to charge a reasonable processing and review fee, not in excess of Three Hundred Dollars (\$300) per plan for such requests. Upon approval by the Architectural Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved or approved as modified, shall be deposited among the permanent records of such Architectural Committee. A letter referencing such plans will then be sent to the applicant for its records. Every approved Structure constructed on the Lots must be completed in every exterior detail within twelve (12) months of beginning such construction, including the installation of landscaping in accordance with the approved landscape plan. Material samples, if not sooner retrieved by Owners, will be disposed of ten (10) days following approval.

7.7 **Disapproval of Plans.** In any case where the Architectural Committee shall disapprove the plans and specifications submitted or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement in writing of the grounds upon which such action was based. In any such case, the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval. However, the final decision of the Architectural Committee is binding.

7.8 **Certificate of Compliance.** Upon the completion of any construction of the Alterations or other improvements or Structure in accordance with plans and specifications approved by the Architectural Committee, the Architectural Committee shall, at the request of the Owner, issue a Certificate of Compliance which shall be prima facie evidence that such construction or alterations have been approved by the Architectural Committee, and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of this Declaration as may be applicable.

7.9 **Post-Construction Maintenance.** After construction, all Structures and/or Alterations shall be continuously maintained in strict conformity with the plans and specifications so approved. Any exterior addition to or change or Alteration made without application having first been made to and approval obtained from the Architectural Committee shall be deemed to be in violation of this covenant and the addition, change or Alteration so made may be required to be removed and the Structure restored to the original condition at the Owner's cost and expense. In any

event, no such exterior addition to or change or Alteration shall be made without approval and permits therefor having first been obtained by the Owner from the applicable governmental authorities.

7.10 **Nonapproved Structures.** If any Structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, in violation of the provisions hereof, such Structure or new use shall be removed or discontinued, and such use shall be terminated so as to extinguish such violation. If on the affirmative action of a majority of the Board of Directors or upon direction of the Architectural Committee, and after fifteen (15) days notice from the Declarant or the Association of such violation, the Owner of the Lot upon which such violation exists shall not have taken reasonable steps towards the removal or termination of the same, the Association, through its agents and employees, shall have the right to enter upon the Lot and to take such steps as it deems necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of the Owner of the Lot, and as an additional assessment as contemplated by Section 5.8 hereof on the Lot and enforced in accordance with and under the terms of Sections 5.11 and 5.12 of this Declaration.

7.11 **Committee Compensation.** The members of the Architectural Committee (other than the Architect) shall serve without compensation unless specifically approved by the Declarant and/or the Association. The Architectural Committee may, however, engage paid professional advisors (including architects) as it deems necessary to assist in the review of plans. The costs and expenses of any such professional advisors are to be borne by the Association.

7.12 **Architectural Committee Rules.** Subject to the provisions of Section 7.14 hereof, (i) the Architectural Committee, to the extent of its functions hereunder and rights specifically provided herein, may, subject to the approval of the Board of Directors, adopt and promulgate, amend, modify or repeal reasonable rules, guidelines, policies, standards and regulations regarding the administration, interpretation and enforcement of the provisions of Article VII and Article VIII of this Declaration, and (ii) Declarant grants to the Architectural Committee, its successors and assigns, the right to waive as to any Lot or all Lots, such portion or portions of covenants and restrictions set forth in this Declaration as the Architectural Committee, in its sole discretion, may deem advisable in the reasonable interests of the Meredith Ridge subdivision without impairing the validity or enforceability of these covenants and restrictions in any manner whatsoever.

7.13 **Conditional Approval.** In granting any permit, authorization, or approval, as herein provided, the Architectural Committee may impose any appropriate conditions or limitations thereon as they shall deem advisable under the circumstances of each case.

7.14 **Waiver and Variance of Restrictions and Covenants.** The Architectural Committee may authorize variances from compliance with any guideline or procedure when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when

unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the Architectural Committee from denying a variance in other circumstances. For the purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance. In addition, Declarant reserves the right to itself as well as to the Architectural Committee and Modifications Committee (if any) to waive such portion of the Restrictions and Covenants placed on the Property as the Declarant or any such Committee, as the case may be, in its sole discretion deems necessary or in the best interests of the Subdivision. All waivers shall be in writing and a copy thereof shall be filed with the Declarant and a copy thereof shall be made available to all Lot Owners upon request.

7.15 **Liability.** The Architectural Committee shall not be responsible in any way for any defects in any plans and specifications, or any other plans and specifications, submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications or any other plans and specifications.

7.16 **Performance Deposit.** The Architectural Committee shall have the right and may do so as a condition of architectural approval to require the Owner to deposit in escrow (non-interest bearing) with the Architectural Committee a Performance Deposit in an amount not to exceed Ten Thousand Dollars (\$10,000.00) (the "Performance Deposit"). If after written notice of a violation of these or any other restrictions affecting the Lot, the Owner fails to remedy such violation within thirty (30) days, the Architectural Committee may draw upon the Performance Deposit as necessary to correct said violation. The Architectural Committee shall provide Owner with written documentation of any debits against the Performance Deposit. Upon completion of the dwelling in accordance with the plans and specifications approved by the Architectural Committee, the balance of the Performance Deposit shall be promptly returned to Owner. For illustrative purposes, the Architectural Committee shall be entitled to draw upon the Performance Deposit for such violations including, but not limited to, repair to construction entrance, repair/installation of sediment control on a Lot, removal of trash/debris, enforcement of non-approved structures, and legal fees related to enforcement. In its sole and absolute discretion, the Architectural Committee may waive this provision.

7.17 **Special Provisions Affecting Lot 1.** Any existing Structures located on Lot No. 1, which Lot is shown on the Plat, shall be excluded from the requirements of architectural approval under this Article VII, provided, however, that any exterior changes shall require approval as described in this Article VII; and further, provided, that due to the nature of the existing Structures on Lot No. 1, Declarant or the Architectural Committee may, from time to time, waive any or all of the provisions of this Declaration affecting the use or architecture of such Lot and the Structures thereon. Furthermore, notwithstanding the provisions of this Section 7.17 and Sections 4.3.3 and 5.1, , the Owner of Lot No. 1, and the Structures located thereon shall be subject to all remaining provisions of this Declaration.

ARTICLE VIII

Use Restrictions

8.1 **Residential Use.** The Lots, except as hereinafter provided, shall be used for private and residential purposes only and 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. 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 detached dwelling with a private two or more car garage, and no other purposes, except such purposes as may be specifically reserved in the succeeding sections of this Declaration. In addition, as more fully provided herein, all dwellings constructed on any Lot shall be subject to any guidelines promulgated by the Architectural Committee, as the same may be modified from time to time.

Notwithstanding anything herein to the contrary, pursuant to Section 11 (B)-111.1 of the Real Property Article of the Annotated Code of Maryland (the “Code”), “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 as may be specified by the Board of Directors of the Association, 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 Code, 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.

(e) Does not involve a significant increase in traffic within the community or require any vehicles to park on the roads located in the Community.

8.2 **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.

8.3 **Motor Vehicles.** No recreational vehicles, such as, but not limited to, all boats, boat trailers, house trailers, trailers, trucks, commercial vehicles, campers, non-passenger vehicles and the like may be kept in the open on any Lot or upon the Access Easements (as such term is defined in the Declaration of Private Access, Maintenance and Utility Easement recorded among the Land Records) or roads located in the Community. No motorized vehicle including but not limited to motorcycles, dirt bikes and ATV shall be operated on any Lot or on the Common Areas.

8.4 **Animals.** No animals may be kept, maintained or bred on any Lot, except that no more than four (4) dogs, cats or similar domestic household pets which are customarily allowed into a home, 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 or adjoining property owners. No animal shall be permitted beyond the lot lines of the Owner's Lot unless the animal is leashed or carried and is under the control of a responsible person. No household pet shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. Upon request of any Owner, the Board of Directors shall determine, in its sole discretion, whether for the purposes of this paragraph a particular animal shall be considered a "similar domestic household pet" or its actions have constituted a "nuisance," or it has been property kept "under the control of a responsible person." Owners shall promptly clean all litter deposited on any Lot or Common Areas by their household pets. The Board of Directors may require removal from the Property of any pet found to be in violation of this section or of any rules duly adopted by the Board of Directors. Pets shall be registered, licensed and inoculated as required by law.

8.5 **Noises and Nuisances.** No nuisance shall be maintained, allowed or permitted on any part of any Lot or Common Areas, and no use thereof shall be made or permitted which may be noxious or detrimental to health or which may become an annoyance or nuisance to the neighborhood. Between the hours of 11:00 p.m. and the following 9:00 a.m., no Owner or occupant on a Lot or in the Common Areas shall make any loud or unusual noises. Musical instruments, radios, televisions and records players, phonographs, and the like shall be used at all times only in such manner as not to unreasonably disturb persons on other Lots or in the Common Areas. No noxious or

offensive trade or activity shall be carried on or upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or any adjoining property owners. No snowmobiles, go-carts, motor bikes, trail bikes or other motorized recreational vehicle shall be run or operated upon any Lot or upon the roads servicing the Property or upon any trails or in any areas on the Property.

8.6 **Trash.** No lumber, metals, bulk materials, garbage, refuse or trash shall be kept, stored or allowed to accumulate on any Lot (other than in an approved Structure); no Lot shall be used or maintained as a dumping ground for any material; trash, garbage or other waste shall not be kept on any Lot except in sanitary containers. All equipment and containers for the storage or disposal of such material shall be kept in a good, clean and sanitary condition; during construction of any approved Structure on a Lot, the Owner shall keep the construction site free of unsightly accumulations of rubbish and scrap materials, and construction materials, trailers, shacks and the like employed in connection with such construction shall be kept in a neat and orderly manner. Trash or other refuse that is to be disposed of by being picked up and carried away on a regular and reoccurring basis, may be placed in the open in an approved container on any day that a pick-up is to be made, at such place on the Lot so as to provide access to persons making such pick-up. At all other times, such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property; the Architectural Committee, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of same on a Lot.

8.7 **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 Committee. 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 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.

8.8 **Signs.** Other than signs deemed necessary and appropriate by the Declarant or its specific successors and assigns, or signs deemed necessary and appropriate by the Board of Directors, no advertising or display signs of any character shall be placed or maintained on any part of the Property or on any structure except with the written consent of Declarant or the Architectural Committee, except customary "For Rent" or "For Sale" signs of standard size in the industry, on or in front of the dwelling house by the Owner thereof.

8.9 **Single Family Occupancy.** No residence on any Lot shall be occupied by more than a single family. For purposes of this restriction, a single family shall be defined as any number (subject to any applicable housing code) of persons related by blood, adoption or marriage living with not more than one person who is not so related as a single household unit, or no more than two persons who are not so related living together as a single household unit, and the household employees of either such household unit.

8.10 **Additional Structures.** No structure of a temporary character, such as, but not limited to, a trailer, shack, or tent, shall be placed or used on any Lot as a residence or for storage, or as an auxiliary building, either temporarily or permanently except that a temporary structure may be placed or used thereon if used and operated solely in connection with the construction of permissible permanent improvements; provided, however, that such temporary structure shall be removed from the Lot within thirty (30) days after the completion of the construction of the permissible permanent improvements; and provided further, that such Structure be removed within a period of twelve (12) months from the date of its original construction, whichever shall occur first. No clotheslines are permitted within the Property.

8.11 **Clearing Lots.** No more than an aggregate total of seven thousand (7,000) square feet of wooded area on any Lot may be cleared without the express written authorization of the Architectural Committee, and in accordance with a clearing plan submitted to, and approved by, the Architectural Committee. In the event the Architectural Committee grants approval to exceed the 7,000 square foot clearing limit, as a condition of said approval, the Architectural Committee may require the Owner to mitigate said clearing by providing additional landscaping and plantings.

8.12 **Lawn Maintenance.** Each Lot shall be kept free from rubbish and trash of any kind, clean and with lawns neatly mowed a minimum of six (6) times per growing season, so that grass and weeds do not exceed five (5") inches in height. In the event the Owner of any Lot does not properly maintain his or her Lot, the Declarant, the

Association, or its employees and agents, shall have the right (but not the obligation) to enter upon said Lot to cut and remove the grass, weeds, rubbish or trash and the Owner of any Lots so benefited shall pay reasonable charges for such services as determined by the Declarant or its designee. The areas shown on the Plat as forest buffer and/or forest conservation shall be maintained as prescribed in the Forest Conservation and Forest Buffer Declaration. Specifically, the Forest Conservation and Forest Buffer Declaration may prohibit mowing any area within the easement or other uses. Notwithstanding the above, upon specific request to the Architectural Committee, permission will not be unreasonably withheld, delayed or conditioned for a Lot Owner to allow the FC/FB Areas (as such term is defined in Section 8.25 herein) to extend beyond the limits of the FC/FB Areas or to establish forested area(s) on that Owner's Lot.

8.13 **Driveways.** Owners shall be responsible for providing driveway access to their homes from the paved portion of the road abutting the Owner's Lot as designated on the Subdivision Plat. All driveways shall be paved with a hard durable surface, such as macadam, tar and chip, concrete or other similar material. Paving shall be completed no later than one (1) year from the date of commencement of construction of the dwelling on said Lot. NO BERM SHALL BE ALLOWED ALONG THE DIVISION LINE BETWEEN THE ROAD AND LOT WHICH WILL IN ANY WAY INHIBIT THE WATER COURSE INTENDED IN THE APPROVED ROAD DESIGN.

8.14 **Grade.** Subject to the provisions of Section 3.2, no change in ground level may be made on any Lot in excess of one foot in height from existing grades without the written approval of the Declarant obtained prior to the commencement of work. No change in ground level may be made on any Lot which alters the direction of the flow of surface water other than as shown on the grading plan as to each individual Lot submitted to, and approved by, the Architectural Committee.

8.15 **Restoration.** Any Structure on any Lot which may be destroyed in whole or in any part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the Lot restored to a slightly condition with reasonable promptness, provided, however, that in no event shall such debris remain in the Lot for more than sixty (60) days.

8.16 **Tanks.** All exterior tanks of any kind placed on any Lot shall be buried, in accordance with all applicable laws and regulations.

8.17 **Construction Entrance.** A construction entrance twelve feet by fifty feet (12' x 50') must be built on each Lot by the Owner prior to construction and shall consist of not less than eight inches (8") of crushed stone and shall be maintained during construction to minimize sediment runoff and damage to the road system adjacent to the construction site. DAMAGE TO THE ROAD RESULTING FROM IMPROPERLY INSTALLED AND MAINTAINED CONSTRUCTION ENTRANCES SHALL BE THE RESPONSIBILITY OF THE LOT OWNER.

8.18 **Environmental Control.** The Declarant has entered into an agreement with the Baltimore County Department of Environmental Protection and Resource Management to adhere to the following "Water Quality Best Management

Practices” and, by the acceptance of a Deed conveying any Lot, the Owner thereof covenants to adhere to the same:

8.18.1 All areas except that used for buildings, sidewalks and paving, will be planted with vegetated cover and/or landscaped as soon as possible after final grading and maintained in such condition.

8.18.2 Dirt and debris accumulating on private roads will be removed according to the following schedule: May through October, concurrent with grass mowing; November through April, as required.

8.18.3 Snow removal will be by mechanical means except in severe snow and ice conditions, when deicing compounds may be used.

8.18.4 Application of fertilizers, herbicides and pesticides will not exceed recommendations of the University of Maryland Cooperative Extension Service.

8.18.5 Filling will not occur in grassed or lined drainage ditches or swales.

8.19 **Garage.** Garages are required to be attached side-loading garages for no less than two (2) cars, unless otherwise approved in writing by the Architectural Committee. Orientation shall be determined in relationship to the road. Separate garages in side or rear yards may be permitted by the express written consent of the Architectural Committee.

8.20 **Exterior Lighting.** No exterior lighting shall be installed which is greater than 250 watts, and all exterior lighting, with the exception of motion sensitive flood lighting, shall be minimized and shall be directed inward or downward toward the dwelling. Such lighting shall be in character and keeping with the other homes in the area and shall take into account the rural nature of the surrounding community.

8.21 **Utilities.** All utilities must be buried. No overhead lines are permitted within the Subdivision, except as approved in writing by the Architectural Committee, subject to the provisions of Section 3.2 hereof.

8.22 **Permitted Hours Of Work During Initial Construction.** The permitted hours of exterior work ("**exterior work**" being defined for the purposes of this Section as 'construction activity during the construction of the initial dwelling on any of the Lots within the Property which generates noise emanating beyond the property line of said Lots') shall be as follows: i) Monday thru and including Friday, 7:00 a.m. until Sundown; ii) Saturday, 8:00 a.m. until Sundown; and iii) no exterior work on Sunday, with appropriate allowances for unforeseen and/or unanticipated weather conditions and other delays.

8.23 **Fences.** Subject to the provisions of Section 3.2 hereof and the Guidelines, no fence of any kind or size shall be built or permitted to remain on any part

of any Lot except as approved by the Architectural Committee as to location, height, materials used, design, color and other pertinent visible characteristics.

8.24 **Use of Common Area.** The use of Common Areas, if any, open spaces or the like on the Property for any organized recreational activities shall be subject to prior written approval of the Architectural Committee.

8.25 **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/or 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, its successors or assigns, the Association, or any 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.

8.26 **Baltimore County Access Easement.** The duly authorized employees and representative of Baltimore 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 facility, and until such time as the storm water management facility is dedicated to Baltimore County, when such maintenance or repair is not satisfactorily completed by the Owner thereof within a reasonable time, to assess such Owner for the costs thereof.

8.27 **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.

8.28 **Tree Removal.** No Owner shall have the right to remove any of the healthy growing trees which have a diameter of six inches (6") or more located on any of the Lots within the Subdivision except upon Architectural Committee approval.

8.29 **Family Day Care.** The use of any Lot within the Property as a "family day care home" (as such term is defined in Section 11B-111.1 of the Real Property Article, Annotated Code of Maryland, 1996 Repl. Volume, as the same may be amended from time to time), is prohibited to the extent such prohibition may be enforced under Section 11B-111.1. In the event such prohibition may not be enforced under Section 11B-111.1, then family day care homes shall be controlled by the following conditions:

(a) The Owner or day care provider (as defined in Section 11B-111.1) operating the family day care home (“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 day care provider shall furnish a copy of the license to the Architectural Committee prior to establishing and operating the Home and upon each renewal thereof.

(b) The Owner or day care provider shall obtain the liability insurance described in Section 19-202 of the Insurance Article, Annotated Code of Maryland (2002 Replacement Volume), in at least the minimum amount described in that Section. The Owner or day care provider may not operate the Home without the liability insurance described herein, and shall present proof of insurance to the Architectural committee before establishing and operating the Home and upon any renewal of the policy.

(c) The Owner or day care provider shall pay, on a pro-rata basis with other Homes then in operation in the Subdivision, 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 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 day care provider shall not use any of the Common Areas for any purpose directly or indirectly relating to the operation of the Home.

8.30 **Remedies of Association.** Notwithstanding any other provision herein contained and the rights and remedies of the Declarant, the Association and the Lot Owners, if any Lot Owner shall violate any of the restrictions, requirements, obligations, agreements or commitments set forth in this Article VIII (collectively a “Breach”), the Association (based upon a determination by a majority of the Board of Directors or upon direction from the Architectural Committee) shall have the right (but not the obligation) to notify the Lot Owner of such breach whereupon the same shall be cured by the Lot Owner within fifteen (15) days after such notice is given by the Association to the Lot Owner. If within fifteen (15) days after notice from the Association of such Breach, the Lot Owner shall not have cured such Breach, or, if such Breach cannot be cured within fifteen (15) days, taken reasonable steps toward curing the Breach, the Association, through its agents and employees, shall have the right (but not the obligation) to enter upon the Lot and to take such steps as it deems necessary to cure the Breach and the cost thereof shall be a binding, personal obligation of take Lot Owner, and as an additional assessment as contemplated by Section 5.8 hereof as the Lot and enforced in accordance with and under the terms of Section 5.11 and 5.12 of this Declaration.

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, including the Fire Suppression Tank and Fire Suppression Easement 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.

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 Bylaws 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 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 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 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 done in accordance with the plans and specifications for such improvements originally approved by the Declarant or the Architectural committee; unless the Owner desires to construct improvements differing from those so approved, in which event the Owner shall submit plans and specifications for the improvements to the Architectural Committee 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 Owner of such Lot shall raze the improvements and return the Lot to its natural condition free of all debris.

ARTICLE X

General Provisions

10.1 **Enforcement.**

(a) 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. In acquiring title to any Lot in the Property, 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.

(b) These Covenants shall inure to the benefit of and be enforceable by the Association or by the Owner(s) of any land included in the Property and their respective legal representatives, successors and assigns, and all persons claiming by, through or under them.

(c) 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 75 percent of the votes held by all Owners other than the Class B Member, and (ii) (if such action would be taken during the Development Period), the votes of the Class B Member holding at least 75 percent 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 or action undertaken by the Architectural committee during the Development Period.

10.2 **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.

10.3 **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.

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

10.5 **Amendment.**

10.5.1 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 not be amended or terminated except by an instrument signed by no less than seventy-five percent (75%) of the Owners; provided, however, that any change to the Guidelines may be made by an amendment without the consent or approval of the Owners, as more fully provided in Section 7.1.1. herein. Any amendment must be recorded. In addition to the above, no amendment of a material nature of this Declaration may be made unless approved by at least two-thirds (2/3) of the first mortgagees of all Lots (based on one vote for each first mortgage owned). A change to any of the following shall be considered material: any amendment affecting assessments, any property right, the right of an Owner to have, use or enjoy any easements or to use the Common Areas, or the vested right of any party secured by a mortgage or deed of trust.

10.5.2 Until the conclusion of the Development Period of the Property, no amendment may alter or affect any rights granted hereunder to Declarant and/or the Architectural Committee without the prior written consent of Declarant.

10.5.3 Prior to the conveyance of a Lot from Declarant to an Owner, Declarant shall have the absolute unilateral right, power and authority to amend, modify, revise or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented.

10.6 **Notices.** All notices required or provided for in this Declaration shall be in writing and hand delivered or sent by United States mail. If hand delivered, the notices shall be sent to the addresses shown below and shall be deemed to have been given on the date hand delivered to the party receiving the same. If United States mails are used, the notices shall be sent to the addresses shown below, certified or registered mail, return receipt requested, postage prepaid, and shall be deemed to have been given on the date deposited in the United States mails. Notice shall be addressed as follows:

To Declarant: Meredith Ridge Associates, Inc.
c/o Gaylord Brooks Realty Co., Inc.
3312 Paper Mill Road
P.O. Box 400
Phoenix, Maryland 21131

To the Association: To the Resident Agent of the Association at his or her address, as shown by the records of the State Department of Assessments and Taxation of the State of Maryland

To Owner/Members as follows:

To the last known address of Owner/Member as shown on the records of the Association at the time of such mailing, and if there is no such address, then to the Lot of such Owner/Member.

Any person shall have the right to designate a different address for the receipt of notices other than set forth above, provided the person's new address is contained in a written notice given to Declarant during the Development Period and to the Association.

10.7 **Right of Entry.** Violation or breach of any provision herein contained shall give Declarant or the Association, to the extent that any of them may have a right of enforcement thereover, their respective agents, legal representatives, heirs, successors and assigns, in addition to all other remedies, the right (but not the obligation), after fifteen (15) days notice to the Owner of the Lot, to enter upon the Lot or the land as to which such violation or breach exists, and summarily to abate and remove, at the expense of the Owner thereof, any Structure or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof; and the said parties shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal, except that if any agent of Declarant or the Association shall be responsible for actually committing a trespass by behavior going beyond the intent of the authority conferred by this section, in such event neither Declarant nor the Association shall be responsible for the unauthorized acts of such agent(s). Nothing herein contained shall be deemed to affect or limit the rights of the Association or the Owners of the Lots when entitled to do so, to enforce the covenants by appropriate judicial proceedings.

10.8 **No Reverter or Condition Subsequent.** No provision herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

10.9 **Remedies.** Damages may not be deemed adequate compensation for any breach or violation of any provision hereof, so that any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction as well as any other relief available either at law or in equity.

10.10 **Headings.** The headings or titles herein are for convenience of reference only and shall not affect the meaning or interpretation of the contents of this Declaration.

10.11 **Consent.** Except where otherwise specifically set forth herein, wherever the consent of a party hereto is required, such consent shall not be unreasonably withheld, delayed or conditioned.

10.12 **Scrivener's Error.** Anything contained in the provisions of this Declaration to the contrary notwithstanding, the Declarant may without obtaining the consent thereto of any Owner, mortgagee or other person, amend this Declaration or the Plat if and only if such amendment is (in the Declarant's reasonable opinion) necessary to correct obvious typographical, mathematical, minor or similar errors therein. Any

amendment which affects any law, regulation or policy of Baltimore County, Maryland shall be subject to the approval of Baltimore County, Maryland.

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has hereunder set its hand and seal the day and year first above written.

ATTEST:

DECLARANT:
MEREDITH RIDGE ASSOCIATES, INC.

By: _____ (SEAL)
Thomas R. Moore, President

ACKNOWLEDGMENT

STATE OF MARYLAND, COUNTY/CITY OF _____ to wit:

I HEREBY CERTIFY that on this ____ day of _____, 2003, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Thomas R. Moore who acknowledged himself to be the President of MEREDITH RIDGE ASSOCIATES, INC., a Maryland corporation, the Declarant, and he acknowledged that he executed the foregoing on behalf of the said corporation for the purposes therein contained and he acknowledged the same to be the lawful act and deed of the aforesaid corporation.

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

Notary Public

My Commission Expires: _____

EXHIBIT "A"

All that land located in the 10th Election District of Baltimore County, Maryland,
which is more fully described as follows:

Lots 1 through and including 17 and the areas depicted as, "ACTIVE OPEN
SPACE" and "PASSIVE OPEN SPACE HOA" on the plat entitled, "MEREDITH
RIDGE" which plat is recorded among the Land Records of Baltimore County, Maryland
in Liber 75, folio 78 et seq.

ATTORNEY'S CERTIFICATION

I HEREBY CERTIFY that the above instrument was prepared by me, an attorney admitted to practice before the Court of Appeals of Maryland, or under my supervision.

Rachel M. Hess

Mr. Clerk: Upon its recordation, please return this instrument to:

Thomas R. Moore
Gaylord Brooks Realty Co., Inc.
P.O. Box 400
Phoenix, Maryland 21131