

SECTION II

ARTICLES OF INCORPORATION

FOR

HARMANS WOODS TOWNHOUSE
ASSOCIATION, INC.

ARTICLES OF INCORPORATION

OF

NARHANS WOODS TOWNHOUSE ASSOCIATION, INC.

approved and received for record by the State Department of Assessments and Taxation
of Maryland December 27, 1983 at 10:03 o'clock AM. as in conformity
with law and ordered recorded.

Recorded in Liber 2625, folio 000987, one of the Charter Records of the State
Department of Assessments and Taxation of Maryland.

Bonus tax paid \$ 20.00 Recording fee paid \$ 26.00 Special Fee paid \$

To the clerk of the circuit Court of Anne Arundel County

IT IS HEREBY CERTIFIED, that the within instrument, together with all indorsements thereon, has
been received, approved and recorded by the State Department of Assessments and Taxation of Maryland.

AS WITNESS my hand and seal of the said Department at Baltimore.



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HARMANS WOODS TOWNHOUSE ASSOCIATION, INC.

ARTICLES OF INCORPORATION

FIRST: The undersigned, Leonard E. Moodispaw, whose post office address is 80 West Street, P.O. Box 868, Annapolis, Maryland 21403, being at least twenty-one (21) years of age, does hereby form a corporation under and by virtue of the General Laws of the State of Maryland.

SECOND: The name of the corporation (which is hereinafter called the "Association") is

HARMANS WOODS TOWNHOUSE ASSOCIATION, INC.

THIRD: The Association is not formed for pecuniary gain or profit, direct or indirect, to itself or its members. The purposes for which the Association is formed are as follows:

To organize and operate a non-profit civic organization, which shall be organized and operated exclusively for the promotion of the health, safety, common good and social welfare of the owners of property in, and the residents of, that development in Anne Arundel County known as Harman's Woods Townhouse Development and located upon the property described in that certain Declaration (hereafter referred to as the "Declaration"), dated August 1, 1983, by Harman's Joint Venture, and filed for recording among the Land Records of Anne Arundel County, Maryland, in Liber 3616, folio 836, and such additions thereto as may hereafter be annexed thereto pursuant to the provisions of the Declaration.

For the general purpose aforesaid, and limited to that purpose (hereinafter sometimes referred to as the "Purpose"), the Association shall have the following specific purposes:

1. To do any and all lawful things and acts within its powers, as hereinafter set forth, which the Association from time to time may deem to be appropriate in order to benefit, aid, promote and provide for peace, health, safety, convenience, comfort and the general welfare of the owners of property in, and the residents of, the Property;

2. To conduct all activities and perform all responsibilities relating to the operation, maintenance and development of community facilities and services within the Property, as the same are more fully set forth in the Declaration;

3. To operate and maintain any and all property or facilities which it may acquire for the use and benefit of its members.

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Solely in aid of the Purposes of the Association, the Association shall have the following powers:

1. To purchase, lease, hire, receive donations of, or otherwise acquire, hold, own, develop, improve, maintain and operate and to aid and subscribe toward the acquisition, development or improvement, of real and personal property, and rights and privileges therein, suitable or convenient for the purposes of the Association;

2. To purchase, lease, hire, receive donations of, or otherwise acquire, hold, own, develop, erect, improve, manage, maintain and operate, and to aid and subscribe toward the acquisition, construction or improvement of, systems, buildings, machinery, equipment and facilities, and any other property or appliances which may appertain to or be useful in the accomplishment of the Purposes of the Association;

3. To impose, collect and disburse dues and assessments in accordance with and subject to the provisions of the Declaration;

4. To solicit, receive and accept donations of money or property or any interest in property from the State of Maryland, County of Anne Arundel, or any subdivision of either, the Federal Government or any agency or instrumentality thereof, or from any person or entity;

5. To raise money for any particular facility or service which the Association proposes to provide by means of payment of dues or special assessments by its members and to provide, operate and maintain, and supervise the use of any such facility or service upon the voluntary payment of such dues or assessments by its members;

6. To make contracts, incur liabilities, and borrow money and to issue bonds, notes or other obligations and secure the same by mortgage or deed of trust of all or any part of the property, franchise or income owned by the Association and to guarantee the obligations of others in which it may be interested for the furtherance of the Purposes of the Association;

7. To undertake and prepare or cause to be prepared studies, plans, recommendations, budgets and any other similar things (for submission to any public authority, civic group or association, or for its own use) which relate to any phase or aspect of the physical, social or cultural development of the Property, and to create, or cause to be created, committees and other organizations for the supervision and implementation thereof;

8. To engage in and sponsor civic activities relating to the cultural, educational, social and civic affairs of the owners of property in, or residents of, the Property, and to appear before and represent its members in or before other civic groups, associations, boards or other like organizations

9. To sponsor, engage in, conduct and encourage cultural, educational, social and civic and other beneficial activities relating to the Property

10. To have and exercise to the extent necessary or desirable for the accomplishment of the aforesaid specific purposes and to the extent that they are not inconsistent with the Purposes of the Association, any and all powers conferred upon corporations of a similar character by the General Laws of the State of Maryland.

FOURTH: The post office address of the principal office of the Association in this state is c/o Leonard E. Moodispaw, 80 West Street, P.O. Box 868, Annapolis, Maryland 21404. The name and post office address of the Resident Agent of the Association in this state is Leonard E. Moodispaw, 80 West Street, P.O. Box 868, Annapolis, Maryland 21404. Said Resident Agent is an individual actually residing in this State.

FIFTH: The Association is not authorized to issue capital stock.

SIXTH: Every Owner shall automatically be a member of the Association. "Owner", for purposes of this Article Sixth shall mean and include the owner of the fee simple or long term leasehold interest in any lot within the property described in the Declaration, or any common or joint interest therein if such lot is owned by more than one person or entity.

No person or other entity shall be a member of the Association after he ceases to own or hold the interest in a portion of the property which theretofore qualified him for membership under the provisions set forth above.

Contract sellers of any of the interests set forth above in connection with qualification for membership in the Association shall be members, but those having an interest merely as security for the performance of an obligation shall not be members of the Association.

SEVENTH: All members, so long as the same shall qualify under Article Sixth above, shall be entitled to vote on each matter submitted to a vote at a meeting of members, exceptions and conditions

A. If any member owns or holds more than one lot, such member, subject to the provisions of this Article Seventh, shall be entitled to one vote for each lot owned.

B. When any lot is owned or held by more than one member as tenants by the entirety or in joint tenancy or tenancy in common or any other manner of joint or common ownership or interest; such members shall collectively be entitled to only one vote relative to that lot, and if such members cannot jointly agree as to how that vote should be cast, no vote shall be allowed with respect to such lot, unit, share, membership or other interest.

C. Any member who is in violation of the Declaration, as determined by the Board of Directors, or who fails to pay any dues or any special assessment established by the Association shall not be entitled to vote during any period in which any such dues or assessments are due and unpaid or in which such violation continues.

D. The Board of Directors may make such regulations, consistent with the terms of the Declaration and this Charter, as it deems advisable for any meeting of members, in regard to proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors of votes, registration of members for voting purposes, and such other matters concerning the conduct of meetings and voting as it shall deem fit.

E. Except as specified in this Paragraph and in Paragraph F. Immediately following, no member shall be entitled to assign his right to vote, by power of attorney, by proxy or otherwise; and no vote shall be valid unless cast in person by the individual member, provided, however, (i) that in the case of a corporate member, the vote may be cast by an appropriate officer of such corporation; (ii) that in the case of joint or common ownership as set forth in Subparagraph B of this Article Seventh, any one such member shall be entitled to cast the vote with respect to the lot in question; and (iii) agencies or instrumentalities of the Federal Government, if otherwise entitled to vote, may vote by written proxy.

F. On any matter submitted to the members for vote, any member entitled to vote may cast a vote without attending the meeting in question by either of the following procedures, at his election.

(i) the member may sign a written proxy designating a particular individual to cast the member's vote on any issue coming before a particular meeting, which proxy shall be valid only with respect to the meeting specified therein or

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(ii) file a written statement with the Board of Directors prior to the meeting in question, specifying the issue on which the member intends to vote and that the member votes for or against the same.

Any vote cast under either of the procedures set forth in this Paragraph F shall have the same force and effect as if the member in question had appeared at the meeting and had cast his vote in person.

EIGHTH: The affairs of the corporation shall be managed by a Board of Directors, at least two (2) of whom shall be members of the Association except as herein provided with regard to the initial Board of Directors. The initial Board of Directors shall consist of one (1) director who shall hold office until the election of their successors. Beginning with the first annual meeting of the Association to be held on or before December 31, 1984, the members, at such annual meeting, shall elect nine (9) directors in accordance with the By-Laws of the Association. The name of the person who is to act as director until the election of his successor is: Irvin H. Polashuk

Any vacancy occurring in the initial or any subsequent Board of Directors may be filled at any meeting of the Board of Directors by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors, or by a sole remaining director, and if not previously so filled, shall be filled at the next meeting of members of the Association. Any director elected to fill a vacancy shall serve as such until the expiration of the term of the director, the vacancy in whose position he was elected to fill.

NINTH: The following provisions are hereby adopted for the purpose of defining, limiting and regulating the powers of the Association and of the directors and members:

I. The Board of Directors shall have power to determine from time to time whether and to what extent and at what times and places and under what conditions and regulations the books, accounts and documents of the Association, or any of them shall be open to the inspection of members, except as otherwise provided by statute or by the By-Laws; and, as so provided, no member shall have any right to inspect any book, account or document of the Association unless authorized so to do by resolution of the Board of Directors.

2. The Association may enter into contracts and transact business with any director or member or with any corporation, partnership, trust or association of which any director or member is a stockholder, director, officer, partner, member, trustee, beneficiary, employee or in which any director or member is otherwise interested and such contract or transaction shall not be invalidated or in any way affected by the fact that such director or member has or may have an interest therein which is or might be adverse to the interests of the Association, provided that the facts of such interest shall be disclosed or known to the other directors or members acting upon such contract or transaction and such director or member may be counted in determining the existence of a quorum at any meeting of the members or the Board of Directors which shall authorize any such contract or transaction and may vote thereat to authorize any such contract or transaction, with like force and effect as if he were not so interested. No director or member having disclosed or made known an adverse interest shall be liable to the Association or any member or creditor thereof or any other person for any loss incurred by the Association under or by reason of any such contract or transaction, nor shall any such director or member be accountable for any gains or profits realized therefrom.

3. Any contract, transaction or act of the Association or of the Board of Directors which shall be ratified by a majority of the members of each class having voting powers and attending any annual meeting, or attending any special meeting called for such purpose, shall so far as permitted by law be as valid and as binding as though ratified by every member of the Association, provided that a quorum of members shall be present at any such meeting.

4. Any person who is serving or has served as a director or officer of the Association may be indemnified by the Association, insofar as it is able, and insofar as the Board of Directors shall be by resolution determined, against expense actually and necessarily incurred by him in connection with the defense of any action, suit or proceedings in which he is made a party by reason of having been such a member or director, except in relation to matters as to which such person is adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty.

5. The presence of members holding sixty percent (60%) of the total votes of each class eligible to be cast shall constitute a quorum at any meeting of members, whether

present in person or by proxy. If a quorum is not present at any meeting of members, a majority of the members present may call a further meeting of members, in accordance with the provisions of Section 2-102, the Corporations and Associations Article of the Annotated Code of Maryland (1973 Repl. Vol.) or other applicable law and at such further meeting a quorum shall be one-half (1/2) of the required quorum at the preceding meeting and by majority vote those present in person or by proxy may approve or authorize any proposed action, and take any other action, including, without limitation, the election of directors, which might have been taken at the original meeting, if a sufficient number of members had been present.

6. The Association reserves the right to make from time to time and at any time any amendment to its Charter, as then in effect, which may be now or may hereafter be authorized by law, provided, however, that the Declaration may be amended only as therein set forth, and provided that no amendment shall be made except upon the affirmative vote of (i) a majority of the Board of Directors then in office, and, (ii) a majority of the votes entitled to be cast.

7. There shall be no liquidation, dissolution, or winding up of the Association, nor any transfer of any of the assets of the Association except upon the affirmative vote of a majority of the Board of Directors then in office, and, in addition (i) upon the affirmative vote of at least a majority of all votes entitled to be cast. Upon any liquidation, dissolution or winding up of the Association hereunder, the property of the Association, both real and personal shall be dedicated to and vested in any non-profit corporation formed and operated for purposes similar to those set forth herein for the Association, Anne Arundel County, the State of Maryland, or the United States of America, in the order stated.

8. The Board of Directors of the Association shall in each year elect from among its members a chairman who shall preside at all meetings at which he is present.

9. The Board of Directors shall designate one (1) person (who need not be a member of the Association) to serve as the Manager of the Association. The Manager of the Association shall, ex officio, be the secretary and the chief financial officer of the Association. It shall be the function and the responsibility of the Manager of the Association to (i) attend all meetings of members, and meetings of the Board of Directors, and to keep appropriate corporate records of all proceedings; (ii) to keep the fiscal records

of the Association and to prepare budgets in connection with the conduct and operation of the affairs of the Association; (iii) generally to advise the Association in the conduct and operation of its affairs; and (iv) to administer and manage the day-to-day affairs of the Association under the general supervision of the Board of Directors.

10. The Board of Directors of the Association may from time to time establish dues and assessments to be payable by the members of the Association, in accordance with the provisions of the Declaration.

11. In exercising the right granted to the Association hereunder to place mortgages or deeds of trust on any part of the property owned by the Association, the Board of Directors shall have the right, without referring the matter to a vote of the Association, to place a mortgage or deed of trust on a portion of the property, provided that the proceeds of such mortgage or deed of trust, after paying any expenses incurred in connection with such borrowing, are devoted solely to the construction of improvements on that part of the property so subjected to the mortgage or deed of trust. All mortgages or deeds of trust not specifically permitted by the preceding sentence must be submitted to and approved by a majority of each Class of the members of the Association entitled to vote.

TENTH: The duration of the Association shall be perpetual.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation this 19th day of November, 1983, and I acknowledge the same to be my act.

Witness:

John E. Boyd

Leonard E. Moodispaw (SEAL)

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, that on this 19th day of November, 1983, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Leonard E. Moodispaw and acknowledged the foregoing Articles of Incorporation to be his act and deed.

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

John E. Boyd
Notary Public

(Transcribed from original)

July 1, 1984

SECTION I

DECLARATION OF COVENANTS, RESTRICTIONS
AND AFFIRMATIVE OBLIGATIONS

FOR

HARMANS WOODS TOWNHOUSE
ASSOCIATION, INC.

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HARMONS WOODS

DECLARATION OF COVENANTS, RESTRICTIONS AND

AFFIRMATIVE OBLIGATIONS

Section 1. "Covenants" shall mean and refer to the covenants, restrictions, and affirmative obligations hereinafter set forth.

WHEREAS, by Deed dated 23rd day of January, 1978, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 3047, folio 229, Harmons Joint Venture, hereinafter referred to as "Declarant," is the owner of certain real property therein fully described;

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WHEREAS, it is the intention of Declarant to impose certain covenants, restrictions and conditions with respect to the lots hereinafter described, said lots being or intended to be a portion of that tract of land described in the aforesaid Deed. The lots which are the subject matter of this document are described as follows: Lots 1 through 56, 109 through 126, and 142, inclusive, all as shown on the Plat entitled, "Harmons Woods, Section One", which is recorded among the Land Records of Anne Arundel County in Plat Book 80, folio 39, and Lots 57 through 108 and 127 through 141 inclusive, all as shown on the Plat entitled "Harmons Woods, Section Two", which is recorded among the Land Records of Anne Arundel County in Plat Book 80, folio 40.

NOW, THEREFORE, THIS DECLARATION WITNESSETH: That the Declarant, for itself, its successors, and assigns, in consideration of the premises, and for the benefit of the owners from time to time of the property hereby affected; does hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following covenants, restrictions, reservations, easements, liens, charges, conditions or other provisions contained herein which the owners thereof from time to time hereafter shall, by virtue of having accepted a deed thereto, be held to have covenanted on behalf of themselves, their heirs, successors and assigns to keep and observe; said covenants, restrictions, conditions and other provisions shall be construed as and are intended to be covenants running with the land, and also shall be construed as and are intended to be covenants maintaining a "General and Uniform Scheme of Development" to bind all of the property.



ARTICLE I
DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described.

Section 3. "Common Area" shall mean and refer to all real property including recreation and open space land as shown on the plat of the property for the common use and enjoyment of the Owners.

Section 4. "Declarant" shall mean and refer to Harmons Joint Venture, its respective successors and assigns. If such successors and assigns should acquire more than one undeveloped Lot from Declarant for the purpose of development.

Section 5. "Members" shall mean lot owners in the Subdivision of Harmons Woods. "Associate Member" shall consist of members of the immediate families of lot owners provided that said lot owner resides in the Subdivision. Associate Members also shall include tenants occupying the premises under a lease in the case where the member is not a resident of Harmons Woods.

ARTICLE II

PERMITTED USES

Section 1. All lots and parcels of land shown on the recorded plat of the subject lots shall be used for the following purposes only: single-family residential dwellings, parks, playgrounds, recreational areas, community and/or private clubs, and schools, except that structures may be used temporarily by builders, developers, or realtors during construction and subsequent sales periods. This restriction shall not apply to lots or parcels specifically excepted therefrom by notation to that effect on any of the recorded plats, nor to any lots or parcels specifically designated on the recorded plats for some other purpose or purposes. Declarant, for itself, its successors or assigns, reserves the right to modify this restriction to permit the use of a portion of a residence for business purposes of a professional nature so long as the primary use is residential.

ARTICLE III

OPEN SPACE

Section 1. Open Space and recreation area shall consist of that portion of the

Properties Indicated on said plat as "Open Space or Recreation Area" that is deeded to the

County, for use by the Members and Associate Members. Said use shall be only as indicated

on the Plat.

Section 2. The plat shall be subject to the following conditions:

ARTICLE IV. GRADES AND SLOPES

Section 1. There is expressly reserved unto the Declarant, its successors or assigns the

sole and exclusive right to establish grades and slopes (including surface and subsurface

drainage) on all lots and to fix the grade at which any dwelling or other structure shall

hereafter be erected, or placed thereon so that the same shall conform to a general plan,

subject only to compliance with the regulations of public authorities having control thereof,

if any. This shall include, but not be limited to, the following:

ARTICLE V

USE RESTRICTIONS AND EASEMENTS

Section 1. Open Space and Recreation Areas. The Open Space and Recreation Areas

shall be open only to the use of Members and Associate Members.

Section 2. Fences and Walls. No fence or wall shall be erected, placed or altered on

any residential lot except in accordance with the following specifications:

All fences or walls shall be made of wood only and shall be permitted to extend only

from the rear corners of each respective dwelling house at right angles to the said lot lines

for each such respective dwelling house, thence to the rear corners of said lot and thence

across the rear lot line for each dwelling house. No fence or wall shall be more than

forty-two (42) inches high.

Fences alongside of or in front of dwellings are not to be permitted except that

decorative walls and gates, screening fences, refuse storage receptacles, and retaining walls

may be permitted upon express written consent of the Declarant, its successors or assigns.

Section 3. Signs. No commercial sign of any kind shall be displayed to public view on

any dwelling lot except that signs not exceeding one (1) square foot in size may be displayed

by physicians or members of other learned professions upon the express written consent of the Declarant, its successors or assigns. Personal signs for the purpose of identifying the owner or occupant by name and street address may be permitted but such signs are to be approved by the Declarant, its successors or assigns. This provision does not apply to signs used to advertise a property during the initial construction and subsequent sales period.

Section 4. Erosion Control and Storage of Building Materials. At no time shall any lot or parcel be stripped of its topsoil, trees, or allowed to go to waste away by being neglected, excavated, or having refuse or trash thrown, or dropped, or dumped upon it. No lumber, brick, stone, clinker, block, concrete block, or other materials used for building purposes, shall be stored upon any lot more than a reasonable time for the construction in which they are to be used to be completed.

Section 5. Antennas, Aerials, Towers. No aerials, poles, towers, or similar structures shall be erected on a dwelling lot except by express written consent of the Declarant, its successors or assigns. This shall include, but not be limited to radio apparatus. Television antennas may be erected, but shall be limited to no more than five (5) feet in height above the roof top of the single-family dwellings and must be attached to the said roof top.

Section 6. Prohibition of Noxious Activities and Limitations on Keeping of Animals. Noxious or offensive activity shall be carried on upon any residential lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. There shall not be kept or maintained devices, things, or animals, specifically including, but not limited to, fowl, pigeons, cows, swine, goats, other livestock, or poultry. However, this restriction shall not prevent the keeping of not more than two of any of the following: dogs, cats, or birds as household pets provided that same are not bred for commercial purposes, nor shall there be allowed any other thing of any sort the normal activities or existence of which in any way noxious, dangerous, unsightly, offensive, noisy, unpleasant, or of a nature as may diminish or destroy the enjoyment of property in the neighborhood by the owners thereof. Dogs or other pets shall not be allowed loose in the neighborhood.

Section 7. Easements. All lots or parcels of ground shall be subject to all easements, agreements of record, and Declarant, for itself, its successors or assigns further

reserves an additional easement ten (10) feet wide along the boundary lines of all such lots, blocks, or parcels for storm drainage, utility installation and maintenance.

Section 8. Hunting and Trapping. Hunting and trapping is expressly forbidden within the properties.

Section 9. Temporary Structures. No temporary structures such as sheds, trailers, and tents shall be erected without the express written approval of Declarant, its successors and assigns and can be used, if permitted, only during periods of construction and in no event can be used as a residence, either temporary or permanent.

Section 10. Completion of Construction. The exterior of all dwellings and other structures must be completed within one (1) year after the construction of same has commenced or after casualty loss, except where such time for completion would result in great hardship to the Owner or builder due to strikes, fires, national emergency, or natural calamities.

Section 11. Fuel Tanks and Storage Receptacles. No fuel tanks or any similar storage receptacles may be exposed by view or installed except within the main dwelling house, within an accessory building, within a solidly screened or enclosed area, or buried underground.

Section 12. Removal of Trees. No large trees measuring six (6) inches or more in diameter at ground level may be removed without the written approval of the Declarant, its successors or assigns unless located within twenty (20) feet of the main dwelling or accessory building. This provision does not apply to tree removal during the construction process.

Section 13. Accessory Structures. No structure of any temporary character and no tent, trailer, mobile home, shack or other outbuilding, except as provided herein, shall be placed or permitted to remain on any private lot or common area at any time, except that temporary construction shelters may be erected and maintained during and used exclusively for construction of any approved work or improvement and such temporary shelters shall not in any event be used for living quarters and shall be removed from the premises promptly upon completion of the approved work or improvement.

ARTICLE VII

GENERAL PROVISIONS

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than a majority of the Lot Owners. Any such amendment must be recorded.

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

(b) Without Consent. Additional land may be annexed by the Declarant without the consent of the members.

Section 5. Prosecution of Covenant Violations. If the parties hereto, or any of them, their successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Declarant, its successors or assigns, or any other person or persons owning residential lots with like covenants to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants to either prevent him, or them, from so doing and/or to recover damages for such violation.

Section 6. Failure to Enforce Covenants Not a Waiver. The failure to enforce any right, reservation, restriction, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach, or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

Section 7. Declarant's Right to Change or Modify Covenants. The Declarant, for itself, its successors or assigns hereby reserves the right in its absolute discretion to annul, waive, change, or modify any of the restrictions, conditions, or covenants contained herein with respect to restrictions, conditions, or covenants subsequently recorded as applicable to other lots in the Properties.

Section 8. Invalidation. Invalidation of any of these covenants, conditions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 9. Assignments by Declarant or Community Association. Any or all of the rights and powers, titles, easements, and estates reserved or given to the Declarant in this Declaration may be assigned to any one or more corporations or assigns that will agree to assume said rights, powers, duties and obligations and carry out and perform same. Any such assignment or transfer shall be made by appropriate recorded instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights and powers; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as herein given to and assumed by the Declarant and any one or more corporations or assigns that will agree to assume said rights. The Declarant shall thereupon be released therefrom.

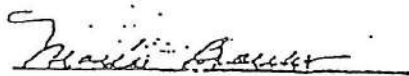
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 7 day of October, 1981

ATTEST

HARMONS JOINT VENTURE, DECLARANT

 (SEAL)
Irvin H. Polushuk, Joint Venturer

DELTA FINANCIAL SERVICES CORPORATION
JOINT VENTURER



BY:  (SEAL)
George P. Theophilos,
President

BOOK 3452 PAGE 114

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, that on this 1st day of OCTOBER, 1981,

before me, the subscriber, a Notary Public of the State of Maryland, in and for the County

foresaid, personally appeared GEORGE THOMAS, who

acknowledged himself to be the President of Delta Financial Services Corporation; and Irvin

Polushuk, the Declarant, and that they, being authorized so to do, executed the within

declaration of Covenants, Conditions and Restrictions.

AS WITNESS my hand and Notarial Seal:

Thomas Paulson
Notary Public

Commission Expires

Commission Expires July 1, 1982

RE RECORDING MAIL TO: Chicago Title Insurance Co.
4710 Auch Place, Suite 795
Suitland, MD 20746

BOOK 3551 PAGE 399

AMENDMENT

HARMONS WOODS

DECLARATIONS OF COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS

WHEREAS, by a Declaration recorded among the Land Records of Anne Arundel County in Liber 3451, folio 106, Harmons Joint Venture imposed certain covenants, restrictions and affirmative obligations upon the property owned by it and described in a Deed recorded among the Land Records of Anne Arundel County in Liber 3047, folio 225; and

WHEREAS, Harmons Joint Venture is the owner of a majority of the lots of the subdivision known as Harmons Woods, and Harmons Joint Venture has received requests in writing from sixty-one (61) owners of other lots in the subdivision of Harmons Woods requesting that the restrictive covenants pertaining to the height of fences be changed to allow a height of six (6) feet.

NOW, THEREFORE, in and for the aforesaid premises, Harmons Joint Venture, pursuant to Article VII, Section 3 (Amendment), hereby amends the aforesaid Declaration of covenants, restrictions and affirmative obligations by providing that Article IV, Section 2 (Fences and Walls) shall be changed so as to read that "No fence or wall shall be more than 6 feet high.", in lieu of the existing limitation of 42 inches in height.

WITNESS the due execution hereof by Harmons Joint Venture this 3rd day of January, 1983.

RECORD FEE 18.00
POSTAGE 50
#04321 0040 E01 T1241
JAN 19 83

WITNESS:

HARMONS JOINT VENTURE, Declarant

Morris Brunker

(SEAL)
Irvin H. Polashuk, Joint Venturer

Jane A. Trail

(SEAL)
Harry C. Blumenthal, Joint Venturer

Jane A. Trail

(SEAL)
Linda A. Blumenthal, Joint Venturer

3551 PAGE 400

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY that on this 3rd day of January, 1983, before me, the subscriber, a Notary Public, in and for the jurisdiction aforesaid, personally appeared IRVIN H. POLASHUK, Joint Venturer who acknowledged the foregoing document to be his act and deed.

WITNESS my hand and Notarial Seal the date first above written.

Maia B. Bickler
Notary Public

My Commission Expires July 1, 1986

STATE OF MARYLAND, COUNTY OF ^{Pr. Geo's} ~~ANNE ARUNDEL~~, TO WIT:

I HEREBY CERTIFY that on this 12th day of January, 1983, before me; the subscriber, a Notary Public, in and for the jurisdiction aforesaid, personally appeared HARRY C. BLUMENTHAL and LINDA A. BLUMENTHAL, Joint Venturers who acknowledged the foregoing document to be their act and deed.

WITNESS my hand and Notarial Seal the date first above written.



Jane M. Trail
Notary Public

My Commission Expires 7-1-86

SECOND
AMENDMENT

HARMONS WOODS

DECLARATIONS OF COVENANTS, RESTRICTIONS AND
AFFIRMATIVE OBLIGATIONS

WHEREAS, by a Declaration recorded among the Land Records of Anne Arundel County in Liber 3452, folio 106, Harmons Joint Venture imposed certain covenants, restrictions and affirmative obligations upon the property owned by it and described in a Deed recorded among the Land Records of Anne Arundel County in Liber 3047, folio 225; and

WHEREAS, Harmons Joint Venture is the owner of a majority of the lots of the subdivision known as Harmons Woods, and Harmons Joint Venture has received requests in writing from eighty-five (85) owners of other lots in the subdivision of Harmons Woods requesting that the restrictive covenants pertaining to Article V, Section 9 (Temporary Structures) be amended.

NOW, THEREFORE, in and for the aforesaid premises, Harmons Joint Venture, pursuant to Article VII, Section 3 (Amendment), hereby amends the aforesaid Declaration of covenants, restrictions and affirmative obligations by providing that Article V, Section 9 (Temporary Structures) shall be changed so as to read that "An exception to the construction of storage sheds will be permitted under the following restrictions; sheds must not exceed six feet in height, and 8 feet in depth, they must be of similar color and material of the house, they must be placed to the rear of dwelling (as close to the house as possible) a plan must be submitted to the declarant, prior to installation, for his approval on placement. There will be no charge for this approval."

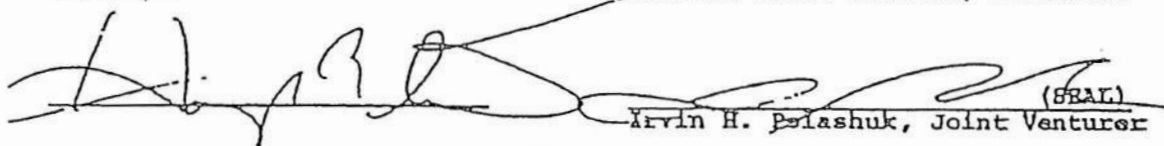
WITNESS the due execution hereof by Harmons Joint Venture this

2nd day of March, 1983.

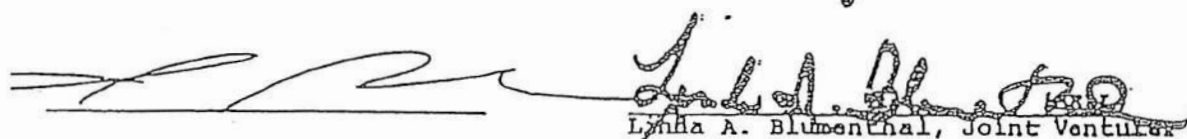
RECORDED 14.00
POSTAGE .30
MAR 17 1983
MAR 11 83

WITNESS.

HARMONS JOINT VENTURE, Declarant

 (SEAL)
Irvin H. Polashuk, Joint Venturer


Harry C. Blumenthal, Joint Venturer


Linda A. Blumenthal, Joint Venturer



RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1983 MAR 11 AM 9:04

1450

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY that on this 2nd day of March, 1983, before me, the subscriber, a Notary Public, in and for the jurisdiction aforesaid, personally appeared IRVIN H. POLASHUK, Joint Venturer who acknowledged the foregoing document to be his act and deed.

WITNESS my hand and Notarial Seal the date first above written.

Norma Berman
Notary Public
My Commission Expires
July 1st, 1986

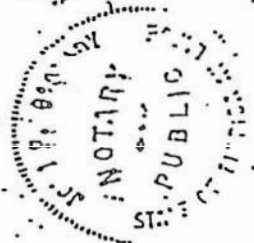
Florida Col. Beach
STATE OF ~~MARYLAND~~, COUNTY OF ~~ANNE ARUNDEL~~, TO WIT:

I HEREBY CERTIFY that on this 26th day of March, 1983, before me, the subscriber, a Notary Public, in and for the jurisdiction aforesaid, personally appeared HARRY C. BLUMENTHAL and LINDA A. BLUMENTHAL, Joint Venturers who acknowledged the foregoing document to be their act and deed.

WITNESS my hand and Notarial Seal the date first above written.

John P. Grady
Notary Public

NOTARY PUBLIC STATE OF MARYLAND AT LARGE
MY COMMISSION EXPIRES JUNE 22 1984
NOTED FROM OFFICE



Willed to: County of Wiltshire

3534-850
AMENDMENT

HARMONS WOODS

DECLARATIONS OF COVENANTS, RESTRICTIONS AND
AFFIRMATIVE OBLIGATIONS

WHEREAS, by a Declaration recorded among the Land Records of Anne Arundel County in Liber 3452, folio 196, Harmons Joint Venture imposed certain covenants, restrictions and affirmative obligations upon the property owned by it and described in a Deed recorded among the Land Records of Anne Arundel County in Liber 3047, folio 225; and

WHEREAS, Harmons Joint Venture is the owner of a majority of the lots of the subdivision known as Harmons Woods, and Harmons Joint Venture has received requests in writing from sixty-one (61) owners of other lots in the subdivision of Harmons Woods requesting that the restrictive covenants pertaining to the location and placement of fences be changed.

NOW, THEREFORE, in and for the aforesaid premises, Harmons Joint Venture, pursuant to Article VII, Section 3 (Amendment), hereby amends the aforesaid Declaration of covenants, restrictions and affirmative obligations by providing that Article V, Section 2 (Fences and Walls) shall be changed so as to read that "Fences shall be permitted to extend from the front corners of each respective dwelling house at right angles to the said lot lines thence to the rear corners of said lot and thence across the rear lot line for each dwelling house.", in lieu of the previously recorded covenant.

WITNESS the due execution hereof by Harmons Joint Venture this 26th day of April, 1983.

WITNESS:

HARMONS JOINT VENTURE, Declarant

Irvin H. Pelashuk

Irvin H. Pelashuk, Joint Venturer

Harry C. Blumenthal

Harry C. Blumenthal, Joint Venturer

Linda A. Blumenthal

Linda A. Blumenthal, Joint Venturer

HARMANS WOODS

BOOK 3616 PAGE 849

X-

SECTION III PHASE III - TOWNHOUSES
DECLARATION OF COVENANTS, RESTRICTIONS AND
AFFIRMATIVE OBLIGATIONS

WHEREAS, by Deed dated January 23, 1978 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3047, folio 225, HARMANS JOINT VENTURE, hereinafter referred to as "Declarant", is the owner of certain real property therein fully described;

WHEREAS, it is the intention of Declarant to impose certain covenants, restrictions and conditions with respect to the lots hereinafter described, said lots being a part of the tract of land described in the aforesaid deed. The lots which are the subject matter of this document are described as follows: Lots Thirty Four (34) through Sixty Three (63) inclusive, Harman's Woods Section 3, Phase 3 Subdivision, Plats 1 and 3, which are recorded among the Land Records of Anne Arundel County in Plat Book , folio

RECORD FEE
POSTAGE

54.00

50

#19876 C040 R01 113-52

AUG 1 81

NOW THEREFORE, THIS DECLARATION WITNESSETH: That the Declarant, for itself, its successors, and assigns, in consideration of the premises, and for the benefit of the owners from time to time of the property hereby affected, does hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following covenants, restrictions, reservations, easements, liens, charges, conditions or other provisions contained herein which the owners thereof from time to time hereafter shall, by virtue of having accepted a deed thereto, be held to have covenanted on behalf of themselves, their heirs, successors and assigns to keep and observed; said covenants, restrictions, conditions and other provisions shall be construed as covenants running with the land, and shall also be construed as covenants maintaining a "General Uniform Scheme of Development" to bind all of the lots indicated above, or to be later developed and recorded.



ARTICLE I

Definitions

BOOK 3616 PAGE 850

Section 1. "Association" shall mean and refer to the Harman Woods Townhouse Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may be hereafter brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean and refer to all real property owned by the Association including recreation and open space land as shown on the plats of Harman Woods Section III Phase II - Townhouses for the common use and enjoyment of the owners.

Section 5. "Declarant" shall mean and refer to Harman Joint Venture, its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from Declarant for the purpose of development.

Section 6. "Members" shall mean lot owners in the Subdivision of Harman Woods Section III Phase II - Townhouses. "Associate Members" shall consist of members of the immediate families of Lot owners provided that said lot owner resides in the Subdivision. Associate Members shall also include tenants occupying the premises under a lease in the case where the member is not a resident of Harman Woods Section III Phase II - Townhouses.

ARTICLE II

Property Owner Association Membership

Each Lot Owner, by acceptance of a Deed, shall become a member or associate member of the Association, be bound by the provisions of its By-Laws, and shall be responsible for the payment of its dues and assessments as outlined in the By-Laws and in Article III of this Declaration

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 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 in the Properties and for the improvement and maintenance of the Common Areas including the recreation and open space areas as shown on plats of Harman Woods Section III Phase II - Townhouses, and of any structures situated upon the Properties. The assessments shall not be used to contest zoning issues, nor to hire legal counsel to contest zoning issues.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment shall be twenty-five dollars (\$25.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment.

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 Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 above shall be sent to all members not less than 30 days nor more than 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 membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments, Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of January of the year following the conveyance of the Common Area, or of the first lot settlement. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

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Section 8. 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 (12%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose this lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. The obligation with respect to assessments contained in this Article III shall not apply to the owner-developer, the Declarant, or its successors or assigns.

ARTICLE IV

Permitted Uses

Section 1. All lots and parcels of land shown on the recorded plat of the subject lots shall be used for the following purposes only: Townhouse residential, parks, playgrounds, recreational areas, community and/or private clubs, schools and churches except that permitted structures may be used temporarily by builders, developers, or Realtors during construction and subsequent sales periods. This restriction shall not apply to lots or parcels specifically excepted therefrom by notation to that effect on any of the recorded plats, for some other purpose or purposes. Harman Joint Venture, for itself,

its successors or assigns, reserves the right to modify this restriction to permit the use of a portion of a residence for business purposes of a professional nature so long as the primary use is residential.

ARTICLE V

Open Space

Section 1. Open Space shall consist of that portion on the plats of Harmans Woods Section III -Phase II Townhouses Subdivision indicated on said plats as "Open Spaces" that is deeded to the Association, maintained by the Association and for use only as indicated on the plats.

ARTICLE VI

Grades and Slopes

Section 1. There is expressly reserved unto the Declarant, its successors or assigns the sole and exclusive right to establish grades and slopes (including surface and subsurface drainage) on all lots and to fix the grade at which any dwelling or other structure shall hereafter be erected, or placed thereon so that the same shall conform to a general plan, subject only to compliance with the regulations of public authorities having control thereof, if any.

ARTICLE VII

Use Restrictions and Easements

Section 1. Open Space and Recreation Areas. The Open Space and Recreation Areas shall be open only to the use of Members and Associate Members of the Association.

Section 2. Signs. No commercial sign of any kind shall be displayed to public view on any dwelling lot except that signs not exceeding one (1) square foot in size may be displayed by physicians or members of other learned professions upon the written consent of the Declarant, its successors or assigns. Personal signs for the purpose of identifying the owner or occupant by name and street address may be permitted but such signs are to be approved by the Declarant, its successors or assigns. This provision does not apply to signs used to advertise a property during the initial construction and subsequent sales period.

BOOK 3616 PAGE 854

At no time shall any lot or parcel be stripped of its topsoil, trees, or allowed to go to waste away by being neglected, excavated, or having refuse or trash thrown, or dropped, or dumped upon it. No lumber, brick, stone, cinder block, concrete block, or any other materials used for building purposes, shall be stored upon any lot more than a reasonable time for the construction in which they are to be used to be completed.

Section 4. Antennas, Aerials; Towers. No antennas, aerials, poles, towers, or similar structures shall be erected on a dwelling lot except by express written consent of the Declarant, its successors or assigns. This shall include, but not be limited to, television and radio apparatus. Television antennas may be erected but shall be limited to no more than five (5) feet in height.

Section 5. Prohibition of Noxious Activities and Limitations on Keeping of Animals. No noxious or offensive activity shall be carried on upon any residential lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be kept or maintained devices, things, or animals, specifically including, but not limited to, fowl, pigeons, cows, swine, goats, other livestock, or poultry. However, this restriction shall not prevent the keeping of not more than two of each of any of the following: dogs, cats, or birds as household pets provided that same are not bred for commercial purposes, nor shall there be allowed any other thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, odoriferous, noisy, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof. Dogs or other pets shall not be permitted to range the neighborhood.

Section 6. Easements. All lots or parcels of ground shall be subject to all easements and agreements of record, and Declarant, for itself, its successors or assigns further reserves an additional easement ten (10) feet wide along the boundary lines of all such lots or parcels for storm drainage, utility installation and maintenance.

expressly forbidden within the properties.

Section 8. Temporary Structures. No temporary structures such as sheds, trailers and tents shall be erected without the express written approval of the Declarant, its successors or assigns and can be used, if permitted, only during periods of construction and in no event can be used as a residence, either temporary or permanent. An exception to the construction of storage sheds will be permitted under the following restrictions; sheds must not exceed six (6) feet in height, and eight (8) feet in depth, they must be of similar color and material of the house, they must be placed to the rear of dwelling (as close to the house as possible) a plan must be submitted to the Declarant prior to installation, for his approval on placement.

BOOK 3616 PAGE 850

Section 9. Completion of Construction. The exterior of all dwellings and other structures must be completed within one (1) year after the construction of same has commenced, except where such time for completion would result in great hardship to the owner or builder due to strikes, fires, national emergency, or natural calamities.

Section 10. Fuel Tanks and Storage Receptacles. No fuel tanks or any similar storage receptacles may be exposed to view or installed except within the main dwelling house, within an accessory building, within a solidly screened or enclosed area, or buried underground.

Section 11. Removal of Trees. No large trees measuring six (6) inches or more in diameter at ground level may be removed without the written approval of the Declarant, its successors or assigns unless located within twenty (20) feet of the main dwelling or accessory building. This provision does not apply to tree removal during the construction process.

Section 12. Vehicles. Boats, boat trailers, campers, recreational vehicles, commercial vehicles, trucks, horse trailers or utility trailers and similar vehicles may be maintained on a private lot only within an enclosed or screened area which renders such objects not visible from the road or neighboring property. No automobile or vehicle of any kind and no boat, or trailer of any kind shall be constructed, restored or repaired upon any private lot in such a manner that said construction, restoration or repair is visible from the road or neighboring properties

Section 13. Fences and Walls. No fence or wall shall be erected, placed or altered on any residential lot except in accordance with the following specifications:

All fences or walls shall be made of wood only and shall be permitted to extend only from the rear corners of each respective dwelling house at right angles to the said lot lines for each such respective dwelling house, thence to the rear corners of said lot and thence across the rear lot line for each dwelling house. No fence or wall shall be more than sixty (60") inches high.

Fences alongside of or in front of dwellings are not be permitted except that decorative walls and gates, screening fences, refuse storage receptacles, and retaining walls may be permitted upon express written consent of the Declarant, its successors or assigns.

Section 14. Accessory Structures. No structure of any temporary character and no tent, trailer, mobile home, shack or other outbuilding, except as provided herein, shall be placed or permitted to remain on any private lot or common area at any time, except that temporary construction shelters may be erected and maintained during and used exclusively for construction of any approved work or improvement and such temporary shelters shall not in any event be used for living quarters and shall be removed from the premises promptly upon completion of the approved work or improvement.

Box 3616 ME 857

ARTICLE VIII

BOOK 3616 PAGE 858

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Review of Committee. Except as provided for in Article VII hereof, no building, fence, wall or other structure shall be commenced, erected or maintained within the subdivision, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant. Such right of review and approval may be assigned by the Declarant. In the event said Declarant fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Design approval hereunder shall in no way be construed as passing judgment or making a determination with respect to the correctness of the location, structural design, suitability of water flow or drainage, location of utilities or other qualities of the item being reviewed. Declarant shall have the right to charge a reasonable fee for reviewing each application in an amount not to exceed \$100.00. Nothing herein contained shall apply to any buildings, fences, walls or other structures commenced, erected, maintained or to be erected upon land within the subdivision as long as title to such land is held by the Declarant or its assignee. Any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above, shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at Owner's cost.

ARTICLE IX

GENERAL PROVISIONS

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than a majority of the Lot Owners. Any such amendment must be recorded.

Section 4. Annexation. (a) With Consent. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

(b) Without Consent. Additional land may be annexed by the Declarant without the consent of the members.

Section 5. Prosecution of Covenant Violations. If the parties hereto, or any of them, their successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Declarant, its successors or assigns, or any other person or persons owning residential lots with like covenants to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants to either prevent him, or them, from so doing and/or to recover damages for such violation.

Section 6. Failure to Enforce Covenants Not A Waiver. The failure to enforce any right, reservation, restriction, or condition contained in this Declaration, however, long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach, or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

Section 7. Developers Right to Change or Modify Covenants. The Declarant, for itself, its successors or assigns hereby reserves the right in its absolute discretion to annul, waive, change, or modify any of the restrictions, conditions or covenants contained herein with respect to restrictions, conditions or covenants subsequently recorded as applicable to other lots in Harbans Woods Section 3,

Phase 2 Subdivision, Plats 3 4, 5.

DUPLICATE

Section 8. Invalidation. Invalidation of any of these covenants, conditions by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 9. Assignments by Developer or Community Association.

Any or all of the rights and powers, titles, easements, and estates reserved or given to the Declarant or the Harman Woods Townhouses in this Declaration may be assigned to any one or more corporations or assigns that will agree to assume said rights, powers, duties and obligations and carry out and perform same. Any such assignment or transfer shall be made by appropriate recorded instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights and powers; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Declarant and the Association. The Declarant but not the Association shall thereupon be released therefrom.

In Witness Whereof, the undersigned, being the Declarant herein, has hereunto set its hand and seal this day of , 1983.

Harman Joint Venture
Declarant

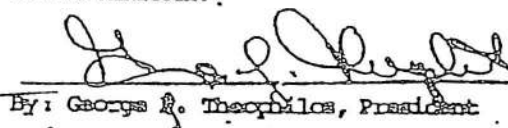
Witness

Nancy Bassett

By: 

DELTA FINANCIAL SERVICE CORPORATION
JOINT VENTURER



By: 
George R. Theodorides, President

LIBER 3047 FOLIO 223

REVISED
HARMANS WOODS

SECTION 3, PHASE 1 (PLATS 1 AND 2)

DECLARATION OF COVENANTS, RESTRICTIONS AND

AFFIRMATIVE OBLIGATIONS

RECORD FEE 38.00

POSTAGE
#08357 C345 R01 114:26

WHEREAS, by Deed dated 23rd day of January 1978, and recorded among the FEB 3 84

Land Records of Anne Arundel County, Maryland, in Liber 3047 folio 223, Harman's Joint Venture, hereinafter referred to as "Declarant," is the owner of certain real property therein fully described;

WHEREAS, it is the intention of Declarant to impose certain covenants, restrictions and conditions with respect to the lots hereinafter described, said lots being or intended to be a portion of that tract of land described in the aforesaid Deed. The lots which are the subject matter of this document are described as follows: Lots 1 through 38 inclusive, 84 through 100 inclusive and 164 all as shown on the Plats entitled, "Harmans Woods, Plat 1 and Plat 2 Section 3, which are recorded among the Land Records of Anne Arundel County in Plat Book 88, folio 37 & 38,

NOW, THEREFORE, THIS DECLARATION WITNESSETH: That the Declarant, for itself, its successors, and assigns, in consideration of the premises, and for the benefit of the owners from time to time of the property hereby affected, does hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following covenants, restrictions, reservations, easements, liens, charges, conditions or other provisions contained herein which the owners thereof from time to time hereafter shall, by virtue of having accepted a deed thereto, be held to have covenanted on behalf of themselves, their heirs, successors and assigns to keep and observe; said covenants, restrictions, conditions and other provisions shall be construed as and are intended to be covenants running with the land, and also shall be construed as and are intended to be covenants maintaining a "General and Uniform Scheme of Development" to bind all of the Property.

ARTICLE I
DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Properties" shall mean and refer to that certain real property heretofore described.

Section 3. "Common Area" shall mean and refer to all real property including recreation and open space land as shown on the plats of the property for the common use and enjoyment of the Owners.

Section 4. "Declarant" shall mean and refer to Harmons Joint Venture, its respective successors and assigns. If such successors and assigns should acquire more than one undeveloped Lot from Declarant for the purpose of development.

Section 5. "Members" shall mean lot owners in the Subdivision of Harmons Woods. "Associate Member" shall consist of members of the immediate families of lot owners provided that said lot owner resides in the Subdivision. Associate Members also shall include tenants occupying the premises under a lease in the case where the member is not a resident of Harmons Woods.

ARTICLE II
PERMITTED USES

Section 1. All lots and parcels of land shown on the recorded plat of the subject lots shall be used for the following purposes only: single-family residential dwellings, parks, playgrounds, recreational areas, community and/or private clubs, and schools, except that structures may be used temporarily by builders, developers, or realtors during construction and subsequent sales periods. This restriction shall not apply to lots or parcels specifically excepted therefrom by notation to that effect on any of the recorded plats, nor to any lots or parcels specifically designated on the recorded plats for some other purpose or purposes. Declarant, for itself, its successors or assigns, reserves the right to modify this restriction to permit the use of a portion of a residence for business purposes of a professional nature so long as the primary use is residential.

ARTICLE III

OPEN SPACE

Section 1. Open Space and recreation area shall consist of that portion of the Properties indicated on the plats of Hermans Woods, Section 3, Plats 1 and 2 as "Open Space or Recreation Area.":

Section 2. Those areas indicated, in Section 3, Plats 1 and 2 noted above, are deeded to the County for use by the Members and Associate Members. Said use shall be only as indicated on the Plats of said Section 3, Plats 1 and 2.

ARTICLE IV

GRADES AND SLOPES

Section 1. There is expressly reserved unto the Declarant, its successors or assigns the sole and exclusive right to establish grades and slopes (including surface and subsurface drainage) on all lots and to fix the grade at which any dwelling or other structure shall hereafter be erected, or placed thereon so that the same shall conform to a general plan, subject only to compliance with the regulations of public authorities having control thereof, if any.

ARTICLE V

USE RESTRICTIONS AND EASEMENTS

Section 1. Open Space and Recreation Areas. The Open Space and Recreation Areas shall be open only to the use of Members and Associate Members.

Section 2. Fences and Walls. No fence or wall shall be erected, placed or altered on any residential lot except in accordance with the following specifications.

All fences or walls shall be made of wood only and shall be permitted to extend only from the rear corners of each respective dwelling house at right angles to the said lot and thence across the rear lot line for each dwelling house. No fence or wall shall be more than forty-two (42") inches high.

Fences alongside of or in front of dwellings are not to be permitted except that decorative walls and gates, screening fences, refuse storage receptacles, and retaining walls may be permitted upon express written consent of the Declarant, its successors or assigns.

Section 3. Signs. No commercial sign of any kind shall be displayed to public view on any dwelling lot except that signs not exceeding one (1) square foot in size may be displayed by physicians or members of other learned professions upon the express written consent of the Declarant, its successors or assigns. Personal signs for the purpose of identifying the owner or occupant by name and street address may be permitted by such signs are to be approved by the Declarant, its successors or assigns. This provision does not apply to signs used to advertise a property during the initial construction and subsequent sales period.

Section 4. Erosion Control and Storage of Building Materials. At no time shall any lot or parcel be stripped of its topsoil, trees, or allowed to go to waste away by being neglected, excavated, or having refuse or trash thrown, or dropped or dumped upon it. No lumber, brick, stone, cinder, block, concrete block, or other materials use for building purposes, shall be stored upon any lot more than a reasonable time for the construction in which they are to be used to be completed.

Section 5. Antennas, Aerials, Towers. No aerials, poles, towers, or similar structures shall be erected on a dwelling lot except by express written consent of the Declarant, its successors or assigns. This shall include, but not be limited to radio apparatus. Television antennas may be erected, but shall be limited to no more than five (5) feet in height above the roof top of the single-family dwellings and must be attached to the said roof top.

Section 6. Prohibition of Noxious Activities and Impositions on Keeping of Animals. No noxious or offensive activity shall be carried on upon any residential lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. There shall not be kept or maintained devices, things, or animals, specifically including, but not limited to, fowl, pigeons, cows, swine, goats other livestock or poultry. However, this restriction shall not prevent the keeping of not more than two of each of any of the following: dogs, cats, or birds as household pets provided that same are not bred for commercial purposes, nor shall there be allowed any other thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, odoriferous, noisy, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood.

DECLARATION

Dogs or other pets shall not be permitted loose in the neighborhood.

Section 7. Easements. All lots or parcels of ground shall be subject to all easements and agreements of record, and Declarant, for itself, its successors or assigns further reserves an additional easement ten (10) feet wide along the boundary lines of all such lots or parcels for storm drainage, utility installation and maintenance.

Section 8. Hunting and Trapping. Hunting and trapping is expressly forbidden with the properties.

Section 9. Temporary Structures. No temporary structures such as sheds, trailers, and tents shall be erected without the express written approval of Declarant, its successors and assigns and can be used, if permitted, only during periods of construction and in no event can be used as a residence, either temporary or permanent.

Section 10. Completion of Construction. The exterior of all dwellings and other structures must be completed within one (1) year after the construction of same has commenced or after casualty loss, except where such time for completion would result in great hardship to the Owner or builder due to strikes, fires, national emergency, or natural calamities.

Section 11. Fuel Tanks and Storage Receptacles. No fuel tanks or any similar storage receptacles may be exposed by view or installed except within the main dwelling house, within an accessory building, within a solidly screened or enclosed area, or buried underground.

Section 12. Removal of Trees. No large trees measuring six (6) inches or more in diameter at ground level may be removed without the written approval of the Declarant, its successors or assigns unless located within twenty (20) feet of the main dwelling or accessory building. This provision does not apply to tree removal during the construction process.

Section 13. Accessory Structures. No structure of any temporary character and no tent, trailer, mobile home, shack or other outbuilding, except as provided herein, shall be placed or permitted to remain on any private lot or common area at any time except that temporary construction shelters may be erected and maintained during and used exclusively for construction of any approved work or improvement and such temporary shelters shall not in any event be used for living quarters and shall be removed from the premises promptly upon completion of the approved work or improvement.

Section 14. Vehicles. Boats, boat trailers, campers, recreational vehicles, commercial vehicles, trucks, horse trailers or utility trailers and similar vehicles may be maintained on a private lot only within an enclosed or screened area which renders such objects not visible from the road or neighboring property. No automobile or vehicle of any kind and no boat, or trailer of any kind shall be constructed, restored or repaired upon any private lot in such a manner that said construction, restoration or repair is visible from the road or neighboring properties:

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Review of Committee. Except as provided for in Article V hereof, no building, fence, wall or other structure shall be commenced, erected or maintained within the subdivision, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant. Such right of review and approval may be assigned by the Declarant. In the event said Declarant fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Design approval hereunder shall in no way be construed as passing judgment or making a determination with respect to the correctness of the location, structural design, suitability of water flow or drainage, location of utilities or other qualities of the item being reviewed. Declarant shall have the right to charge a reasonable fee for reviewing each application in an amount not to exceed \$100.00. Nothing herein contained shall apply to any buildings, fences, walls or other structures commenced, erected, maintained or to be erected upon land within the subdivision as long as title to such land is held by the Declarant or its assignee. Any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above, shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at Owner's cost.

ARTICLE VII

GENERAL PROVISIONS

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than a majority of the Lot Owners. Any such amendment must be recorded.

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

(b) Without Consent. Additional land may be annexed by the Declarant without the consent of the members.

Section 5. Prosecution of Covenant Violations. If the parties hereto, or any of them, their successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Declarant, its successors or assigns, or any other person or persons owning residential lots with like covenants to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants to either prevent him, or them, from so doing and/or to recover damages for such violation.

Section 6. Failure to Enforce Covenants Not a Waiver. The failure to enforce any right, reservation, restriction, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach, or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

Section 7. Declarant's Right to Change or Modify Covenants. The Declarant, for itself, its successors or assigns hereby reserves the right in its absolute discretion to annul, waive, change, or modify any of the restrictions, conditions, or covenants contained herein with respect to restrictions, conditions, or covenants subsequently recorded as applicable to other lots in the Properties.

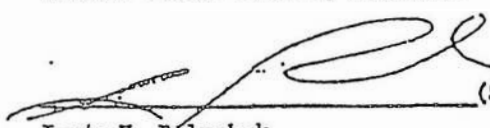
Section 8. Invalidation. Invalidation of any of these covenants, conditions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

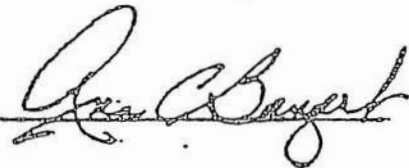
Section 9: Assignments by Declarant or Community Association. Any or all of the rights and powers, titles, easements, and estates reserved or given to the Declarant in this Declaration may be assigned to any one or more corporations or assigns that will agree to assume said rights, powers, duties and obligations and carry out and perform same. Any such assignment or transfer shall be made by appropriate recorded instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights and powers; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as herein given to and assumed by the Declarant and any one or more corporations or assigns that will agree to assume said rights. The Declarant and any one or more corporations or assigns that will agree to assume said rights. The Declarant shall thereupon be released therefrom.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this day of , 1983

ATTEST

HARMONS JOINT VENTURE, DECLARANT

 (SEAL)
Irvin H. Polushuk



STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, that on this 10 day of January, 1988,

before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Irvin Polashuk *managing partner, Harman's Joint Venture*

the Declarant, and that they, being authorized so to do, executed the within Declaration of Covenants, Conditions and Restrictions.

AS WITNESS my hand and Notarial Seal.

Ann C. Barker
Notary Public



ANN C. BARKER
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1986

Mailed to: 10 Feb

HARMANS WOODS.

SECTION 3, PHASE 4. (PLATS 1-3 of 3)

DECLARATION OF COVENANTS, RESTRICTIONS AND
AFFIRMATIVE OBLIGATIONS.

WHEREAS, by Deed dated 23rd day of January 1978, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3047 Folio 225, Harmans Joint Venture, hereinafter referred to as "Declarant," is the owner of certain real property therein fully described;

WHEREAS, it is the intention of Declarant to impose certain covenants, restrictions and conditions with respect to the lots hereinafter described, said lots being or intended to be a portion of that tract of land described in the aforesaid Deed. The lots which are the subject matter of this document are described as follows: Lots through 1 through 73, all as shown on the Plats entitled, "Harmans Woods, Section 3, Phase 4, Plats 1-3 of 3", which are recorded among the Land Records of Anne Arundel County in Plat Book 4798 Folio 92, Page 23, 24, and 25.

NOW, THEREFORE, THIS DECLARATION WITNESSETH: That the Declarant, for itself, its successors, and assigns, in consideration of the premises, and for the benefit of the owners from time to time of the property hereby affected, does hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following covenants, restrictions, reservations, easements, liens, charges, conditions or other provisions contained herein which the owners thereof from time to time hereafter shall, by virtue of having accepted a deed thereto, be held to have covenanted on behalf of themselves, their heirs, successors and assigns to keep and observe; said covenants, restrictions, conditions and other provisions shall be construed as and are intended to be covenants maintaining a "General and Uniform Scheme of Development" to bind all of the Property.

RECORDED
JAN 24 1978
FOLIO 92

8-89

ARTICLE I

DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described.

Section 3. "Common Area" shall mean and refer to all real property including recreation and open space land as shown on the plats of the property for the common use and enjoyment of the Owners.

Section 4. "Declarant" shall mean and refer to Harmans Joint Venture, its respective successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from Declarant for the purpose of development.

Section 5. "Members" shall mean lot owners in the Subdivision of Harmans Woods. "Associate Member" shall consist of members of the immediate families of lot owners provided that said lot owner resides in the Subdivision. Associate Members also shall include tenants occupying the premises under a lease in the case where the member is not a resident of Harmans Woods.

ARTICLE II

PERMITTED USES

Section 1. All lots and parcels of land shown on the recorded plat of the subject lots shall be used for the following purposes only: single-family residential dwellings, parks, playgrounds, recreational areas, community and/or private clubs, and schools, except that structures may be used temporarily by builders, developers, or realtors during construction and subsequent sales periods. This restriction shall not apply to lots or parcels specifically excepted therefrom by notation to that effect on any of the recorded plats, nor to any lots or parcels specifically designated on the recorded plats for some other purpose or purposes. Declarant, for itself, its successors or assigns, reserves the right to modify this restriction to permit the use of a portion of a residence for business purposes of a professional nature so long as the primary use is residential.

OPEN SPACE

Section 1. Open Space shall consist of that portion of the Properties Indicated on the plats of Harmans Woods. Section 3. Phase 4 as "Open Space or Recreation Area.":

Section 2. Those areas indicated in Section 3. Phase 4 noted above, are to be deeded to the Homeowners Association for use by the Members and Associate Members. Said use shall be only as indicated on the Plats of said Section 3. Phase 4 Plats 1-3 of 3.

ARTICLE IV

GRADES AND SLOPES

Section 1. There is expressly reserved unto the Declarant, its successors or assigns the sole and exclusive right to establish grades and slopes (including surface and subsurface drainage) on all lots and to fix the grade at which any dwelling or other structure shall hereafter be erected, or placed thereon so that the same shall conform to a general plan, subject only to compliance with the regulations of public authorities having control thereof, if any.

ARTICLE V

USE RESTRICTIONS AND EASEMENTS

Section 1. Open Space and Recreation Areas. The Open Space and Recreation Areas shall be open only to the use of Members and Associate Members.

Section 2. Fences and Walls. No fence or wall shall be erected, placed or altered on any residential lot, except in accordance with the following specifications.

All fences or walls shall be made of wood only and shall be permitted to extend only from the rear corners of each respective dwelling house at right angles to the said lot and thence across the rear lot line for each dwelling house. No fence or wall shall be more than sixty (60") inches high.

Fences alongside of or in front of dwellings are not to be permitted except that decorative walls and gates, screening fences, refuse storage receptacles,

and retaining walls may be permitted upon express written consent of the Declarant, its successors or assigns.

Section 3. Signs. No commercial sign of any kind shall be displayed to public view on any dwelling lot except that signs not exceeding one (1) square foot in size may be displayed by physicians or members of other learned professions upon the express written consent of the Declarant, its successors or assigns. Personal signs for the purpose of identifying the owner or occupant by name and street address may be permitted by such signs are to be approved by the Declarant, its successors or assigns. This provision does not apply to signs used to advertise a property during the initial construction and subsequent sales period.

Section 4. Erosion Control and Storage of Building Materials. At no time shall any lot or parcel be stripped of its topsoil, trees, or allow to go to waste away by being neglected, excavated, or having refuse or trash thrown, or dropped or dumped upon it. No lumber, brick, stone, cinder block, concrete block, or other materials used for building purposes, shall be stored upon any lot more than a reasonable time for the construction in which they are to be used to be completed.

Section 5. Antennas, Aerials, Towers. No aerials, poles, towers, antennas or similar structures shall be erected on a dwelling lot except by express written consent of the Declarant, its successors, or assigns. This shall include, but not be limited to radio apparatus. Television antennas may be erected, but shall be limited to no more than five (5) feet in height above the roof top of the single-family dwellings and must be attached to the said roof top.

Section 6. Prohibition of Noxious Activities and Limitations on Keeping of Animals. No noxious or offensive activity shall be carried on upon any residential lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. There shall not be kept or maintained devices, things, or animals, specifically including, but not limited to fowl, pigeons, cows, swine, goats other livestock or poultry. However, this restriction shall not prevent the keeping of not more than two of each of any of the following: dogs, cats or birds as household pets provided that same are not bred for commercial purposes, nor shall there be allowed any other thing of any sort whose normal activities or existence is in

any way noxious, dangerous, unsightly, odoriferous, noisy, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof. Dogs or other pets shall not be permitted loose in the neighborhood.

Section 7. Easements. All lots or parcels of ground shall be subject to all easements and agreements of record, and Declarant, for itself, its successors or assigns further reserves an additional easement ten (10) feet wide along the boundary lines of all such lots or parcels for storm drainage, utility installation and maintenance.

Section 8. Hunting and Trapping. Hunting and trapping is expressly forbidden with the properties.

Section 9. Temporary Structures. No temporary structures such as, sheds, trailers, and tents shall be erected without the express written approval of Declarant, its successors and assigns and can be used, if permitted, only during periods of construction and in no event can be used as a residence, either temporary or permanent.

Section 10. Completion of Construction. The exterior of all dwellings and other structures must be completed within one (1) year after the construction of same has commenced or after casualty loss, except where such time for completion would result in great hardship to the Owner or builder due to strikes, fires, national emergency, or natural calamities.

Section 11. Fuel Tanks and Storage Receptacles. No fuel tanks or any similar storage receptacles may be exposed by view or installed except within the main dwelling house, within an accessory building, within a solidly screened or enclosed area, or buried underground.

Section 12. Removal of Trees. No large trees measuring six (6) inches or more in diameter at ground level may be removed without the written approval of the Declarant, its successors or assigns unless located within twenty (20) feet of the main dwelling or accessory building. This provision does not apply to tree removal during the construction process.

Section 13. Accessory Structures. No structure of any temporary character and no tent, trailer, mobile home, shack or other outbuilding, except as provided herein, shall be placed or permitted to remain on any private lot or common area at any time except that temporary construction shelters may be

approved work or improvement and such temporary shelters shall not in any event be used for living quarters and shall be removed from the premises promptly upon completion of the approved work or improvement.

Section 14. Vehicles. Boats, boat trailers, campers, recreational vehicles, commercial vehicles, trucks, horse trailers or utility trailers and similar vehicles may be maintained on a private lot only within an enclosed or screened area which renders such object not visible from the road or neighboring property. No automobile or vehicle of any kind and no boat, or trailer of any kind shall be constructed, restored or repaired upon any private lot in such a manner that said construction, restoration or repair is visible from the road or neighboring properties.

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Review of Committee. Except as provided for in Article V hereof, no building, fence, wall or other structure shall be commenced, erected or maintained within the subdivision, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony or external design and location in relation to surrounding structures and topography by the Declarant. Such right of review and approval may be assigned by the Declarant. In the event said Declarant fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Design approval hereunder shall in no way be construed as passing judgment or making a determination with respect to the correctness of the location, structural design, suitability of water flow or drainage, location of utilities or other qualities of the item being reviewed. Declarant shall have the right to charge a reasonable fee for reviewing each application in an amount not to exceed \$100.00. Nothing herein contained shall apply to any building, fences, walls or other structures commenced, erected, maintained or to be erected upon land within the subdivision as long as title to such land is held by the Declarant or its assigns. Any such exterior addition to or change or alteration made without application having first been made and

approved obtained as provided above, shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at Owner's cost.

ARTICLE VII

GENERAL PROVISIONS

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than a majority of the Lot Owners. Any such amendment must be recorded.

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

(b) Without Consent. Additional land may be annexed by the Declarant without the consent of the members.

Section 5. Prosecution of Covenant Violations. If the parties hereto, or any of them, their successors or assigns, shall violate or attempt to violate any of the covenants therein, it shall be lawful for the Declarant, its successors or assigns, or any other person or persons owning residential lots with like covenants to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants to

either prevent him, or them, from so doing and/or to recover damages for such violation.

Section 6. Failure to Enforce Covenants Not a Waiver. The failure to enforce any right, reservation, restriction, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach, or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

Section 7. Declarant's Right to Change or Modify Covenants. The Declarant, for itself, its successors or assigns hereby reserves the right in its absolute discretion to annul, waive, change, or modify any of the restrictions, conditions, or covenants contained herein with respect to restrictions, conditions, or covenants subsequently recorded as applicable to other lots in the Properties.

Section 8. Invalidation. Invalidation of any of these covenants, conditions by judgment, or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 9. Assignments by Declarant or Community Association. Any or all of the rights and powers, titles, easements, and estates reserved or given to the Declarant in this Declaration may be assigned to any one or more corporations or assigns that will agree to assume said rights, powers, duties and obligations and carry out and perform same. Any such assignment or transfer shall be made by appropriate recorded instrument in writing in with the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights and powers; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as herein given to and assumed by the Declarant and any one or more corporations or assigns that will agree to assume said rights. The Declarant and any one or more corporations or assigns that will agree to assume said rights. The Declarant shall thereupon be released therefrom.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this day of , 1983.

ATTEST

HARMANS JOINT VENTURE, DECLARANT

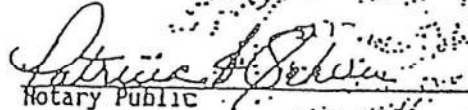
 (SEAL)
YVONNE H. POLSHAUS

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, that on this 7th day of August, 1985, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Irvin Polashuk, MANAGING PARTNER
Harmans Joint Venture

the Declarant, and that they, being authorized so to do, executed the within Declaration of Covenants, Conditions and Restrictions.

AS WITNESS my hand and Notarial Seal.


Notary Public

My Commission Expires: 7-1-86

Mailed to: Paul Facilitator

3357 : 816

IN TESTIMONY WHEREOF, IRVIN H. POLASHUK, Managing Partner of HARMANS WOODS JOINT VENTURE has executed this instrument on the day and year written below as the act and deed of the Party of the First Part, and RYAN HOMES, INC. the Party of the Second Part on the day and year first hereinbefore written has had its corporate seal hereto attached and caused these presents to be signed in its corporate name by Richard A. Miller, its V.P., and attested by Robert J. Schenck, its Secy. Further, each of

no unit - considering size

[illegible]

I hereby certify that the property
mentioned herein has been transferred
as provided for under Article 81 Section
3-104 of the Maryland, District
District 4th

1985 OCT -4 PM 2:24
H. AUGRETTA COLLISON
CLERK

EL
11'

LAW OFFICES
 EVER & LIVING, P. A.
 NEW YORK CITY
 100 WALL STREET
 NEW YORK, N. Y. 10038

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the individuals comprising the Parties of the Third Part have executed the same as on the day and year written below.

Date: 1/2/85

HARMANS WOODS JOINT VENTURE

By: (SEAL)
IRVIN H. POLASHUK, Managing
Partner

RYAN HOMES, INC.

ATTEST:

Patricia A. Scherer

Date: 9-13-85

By: (SEAL)

Date: Sept 11, 1985

(SEAL)
CLAY A. THOMAS

Date: 11-1-85

(SEAL)
DIANA D. THOMAS

Date: Sept 11, 1985

(SEAL)
RODNEY M. MILLER

Date: 11-1-85

(SEAL)
LOUISE J. MILLER

Date: 7-2-85

(SEAL)
CHARLES BROOKS

Date: 11-1-85

(SEAL)
MAUREEN BROOKS

STATE OF MARYLAND,
COUNTY OF Anne Arundel, to wit:

I hereby certify that on this 11th day of Sept., 1985, before me, the undersigned officer, personally appeared IRVIN H. POLASHUK, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged the foregoing Deed to be his act.

GIVEN under my hand and official seal this 11th day of Sept., 1985.

Patricia A. Scherer
NOTARY PUBLIC
My Commission Expires 7-1-86

STATE OF MARYLAND,
COUNTY OF Anne Arundel, to wit:

I, Patricia A. Scherer, a Notary Public in and for the said State and County aforesaid do hereby certify that Ronald M. Rice, who is personally well known to me as the Vice President of RYAN HOMES, INC., Grantor in the attached Deed, personally appeared before me in the aforesaid State and County, and acknowledged the same to be the act and deed of RYAN HOMES, INC., the Grantor herein.

GIVEN under my hand and official seal this 13th day of Sept., 1985.

Patricia A. Scherer
NOTARY PUBLIC
My Commission Expires 7-1-86

STATE OF MARYLAND,
COUNTY OF Anne Arundel, to wit:

I hereby certify that on this 10th day of September, 1985, before me, the undersigned officer, personally appeared CLAY A. THOMAS and DIANA D. THOMAS,

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged the foregoing Deed to be their act.

GIVEN under my hand and official seal this 16th day of September, 1985.

[Signature]
NOTARY PUBLIC

My Commission Expires: 7-1-86

STATE OF MARYLAND,
COUNTY OF Anne Arundel, to wit:

I hereby certify that on this 16th day of September, 1985, before me, the undersigned officer, personally appeared RODNEY N. MILLER and LOUISE J. MILLER, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument and acknowledged the foregoing Deed to be their act.

GIVEN under my hand and official seal this 16th day of Sept., 1985.

[Signature]
NOTARY PUBLIC

My Commission Expires: 7-1-86

STATE OF MARYLAND,
COUNTY OF Anne Arundel, to wit:

I hereby certify that on this 12th day of Sept., 1985, before me, the undersigned officer, personally appeared CHARLES BROOKS and MAUREEN BROOKS, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged the foregoing Deed to be their act.

GIVEN under my hand and official seal this day of , 1985.

[Signature]
NOTARY PUBLIC

My Commission Expires: 7-1-86

I certify that I have been admitted to practice before the Court of Appeals of Maryland and that the foregoing Deed was prepared by me or under my supervision and control.

[Signature]
ROBERT E. REIVER

ROBERT E. REIVER
REIVER & LIVINE, P.A.
ATTORNEYS AT LAW
1000 EIGHTH AVENUE
BOWENVILLE, MARYLAND 21030

EXHIBIT "A"

3857 819
METES AND BOUNDS
DESCRIPTION OF THE COMMON AREA
HARMANS WOODS, SECTION III, PHASE 3

BEING the "Common Area" as shown on the Subdivision Plat entitled "HARMANS WOODS, SECTION III, PHASE THREE (3), FOURTH DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND", Plat 3 of 3, recorded in the Land Records of Anne Arundel County, Maryland in Plat Book 90, Page 34, Plat number 4709, beginning for the same at a point, formed by the intersection of the southern existing right of way line of Kidwell Drive and the western limits of said "Common Area", said being noted as point number 28 on the aforecited plat of Harmans Woods, Section III, Phase Three, running thence and binding on said southern existing right of way line of Kidwell Drive, by a curve to the left, having a radius of 53.00 feet, for a distance of 5.99 feet to a point, North 80° 09' 20" East, 53.00 feet to a point, North 80° 31' 17" East, 14.36 feet to a point, thence leaving said existing right of way line of Kidwell Drive, and running across a portion of said Harmans Woods, Section III, Phase Three, the following courses and distances viz:

- 1) South 00° 20' 43" East, 204.39 feet, to a point,
- 2) South 47° 57' 07" East, 132.90 feet, to a point,
- 3) South 00° 08' 14" West, 309.00 feet, to a point,
- 4) North 89° 51' 46" West, 60.00 feet, to a point,
- 5) North 00° 08' 14" East, 100.00 feet, to a point,
- 6) North 89° 51' 46" West, 110.00 feet, to a point,
- 7) North 89° 51' 46" West, 25.13 feet, to a point,
- 8) North 89° 51' 46" West, 90.52 feet, to a point,
- 9) North 00° 08' 14" East, 73.34 feet, to a point,
- 10) South 89° 51' 46" East, 35.65 feet, to a point,
- 11) South 69° 51' 46" East, 190.00 feet, to a point,
- 12) North 00° 08' 14" East, 100.00 feet, to a point,
- 13) North 36° 20' 24" West, 47.75 feet, to a point,
- 14) South 80° 31' 17" West, 70.00 feet, to a point,
- 15) North 09° 28' 43" West, 130.00 feet, to a point,
- 16) North 09° 28' 43" West, 10.00 feet, to a point,
- 17) North 09° 28' 43" West, 190.00 feet, to a point,
- 18) North 09° 28' 43" West, 17.03 feet, to the point of beginning.

3857 82

Containing in all 1.478 acres of land, more or less. Being all the Common Area, also known as Kidwell Court and Misty Lake Court, as shown on the subdivision plat entitled "Harmans Woods, Section III, Phase Three, Fourth District, Anne Arundel County, Maryland", Plat 3 of 3, recorded in the Land Records of Anne Arundel County, Maryland in Plat Book 90, Page 34, Plat number 4709. Said Common Area is also to be considered a Utility Easement for the placement of various public utilities.

BEING a portion of the area conveyed by Koppers Company to Harmans Joint Venture by a deed dated January 23, 1978 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber W.G.L. 3047, at Folio 225.

Filed to Washington County, Maryland

AMENDMENTS TO THE HOMEOWNERS ASSOCIATION DEPOSITORY FOR HARMANS WOODS TOWNHOUSE ASSOCIATION, INC.

REF TO STATE	1.00
RECORDING FEE	20.00
TOTAL	21.00
RENT AMT	RENT + 35000
RFD	RENT + 1441
Apr 21, 1999	36441.00

OVER PAYMENT	3.00
TOTAL	3.00
RENT AMT	RENT + 35000
RFD	RENT + 1441
Apr 21, 1999	36441.00

Prepared March, 1999

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The following set of By-Laws is derived from the following sources:

1. The ARTICLES OF INCORPORATION of THE HARMANS WOODS TOWNHOUSE ASSOCIATION, INC. dated August 1, 1983 by Harmans Joint Venture and filed for recording among the Land Records of Anne Arundel County, Maryland, in Liber 3616, folio 836. Hereafter referred to as the Articles.
 2. The DECLARATION OF COVENANTS, RESTRICTIONS, AND AFFIRMATIVE OBLIGATIONS for HARMANS WOODS SECTION III PHASE III—TOWNHOUSES recorded among the Land Records of Anne Arundel County, Maryland, on August 1, 1983, Book 3616 Page 849. This relates to Lots 34 through 63.
 3. The DECLARATION OF COVENANTS, RESTRICTIONS, AND AFFIRMATIVE OBLIGATIONS for HARMANS WOODS SECTION III PHASE II - TOWNHOUSES, revised recorded among the Land Records of Anne Arundel County, Maryland, on August 1, 1983, Book 3616 Page 836. This relates to Lots 40 through 155.
 4. Declaration of Conditions, Restrictions, and Affirmative Obligations Section III, Phase III, dated December 12, 1984 and recorded December 20, 1984 in Book 3828 Page 804. This relates to Lots 36 through 63.
- Hereafter, the documents described in sections 1 through 4 shall be referred to as the Covenants.
5. Decisions made by the HARMANS WOODS TOWNHOUSE ASSOCIATION Board of Directors acting as the successor of Harmans Joint Venture as provided for in the preceding documents. [BoD]

Specific authority for these By-Laws is cross referenced with the above with the specific reference being in square brackets. Authority from the Articles of Incorporation is identified as INC, authority from the Declaration of Covenants, Restrictions and Affirmative Obligations is identified as DEC, and authority deriving from Board of Directors decisions is identified as BOD.

ARTICLE I

Section 1. Name and location.

The name of this corporation is Harmans Woods Townhouse Association, Inc.; hereinafter referred to as the "Association." The principal office and mailing address of this corporation shall be located at P.O. Box 18, New Ridge Road, Hanover, Maryland 21076, but the meetings of members and directors may be held at such place within the State of Maryland as may be designated by the Board of Directors. [DEC 4, modified to reflect the current successor to Harmans Joint Venture described in the Preamble.]

Section 2. Applicability.

These Bylaws and each provision thereof shall be applicable to all Lot Owners within this community known as Harmans Woods Townhouse Association, Incorporated, situated in Anne Arundel County, Maryland, and described in the Declaration.

ARTICLE IIDEFINITIONS

Section 1. Bylaws

shall refer to this document derived from the Articles of Incorporation and the Declaration of Covenants, Restrictions, and Affirmative Obligations of the Harmans Woods Townhouse Association, Inc. as registered and filed for recording among the Land Records of Anne Arundel County, Maryland as well as rules and decisions adopted as binding by the Board of Directors of the Association.

Section 2. Association

shall mean and refer to the Harmans Woods Townhouse Association, Inc., its successors and assigns.

Section 3. Owner

shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of obligation.

Section 4. Properties

shall mean and refer to that certain real property described in the Declaration, as amended and recorded among the Records of Anne Arundel County and as shown on the record Plats recorded at Book and Page references for the Plats for the community and to include the 145 residential lots and all common areas.

Section 5. Common Area

shall mean and refer to all real property owned by the Association including recreation and open space land as shown on the plats of Harmans Woods Section III Phases II and III - Townhouses for the common use and enjoyment of the owners.

Section 6. Members

shall mean Lot owners in the Subdivision of Harmans Woods Section III Phases II and III - Townhouses. Each Lot Owner, by acceptance of a Deed, is a Member and shall be bound by the provisions of these By-Laws, and shall be responsible for the payment of its dues and assessments as outlined in these By-Laws and in Article III of the Declaration of Covenants, Restrictions, and Affirmative Obligations. [DEC 6]

Section 7. Associate Members

shall consist of members of the immediate families of Lot Owners provided that said Lot Owner resides in the Subdivision. Associate members shall also include tenants occupying the premises under a lease in the case where the member is not a resident of Harmans Woods Section III Phases II and III - Townhouses. Associate members shall be bound by the provisions of these By-Laws. However, the Lot Owner shall be responsible for the payment of the dues and assessments as outlined in these By-Laws and in Article III of the Declaration of Covenants, Restrictions, and Affirmative Obligations.

Section 8. Declaration.

refers to the Declarations of Covenants, Restrictions, and Affirmative Obligations and to the Articles of Incorporation described in paragraphs 1. and 2. of the Preamble of these By-Laws.

Section 9. Manager or Management Agent

shall mean and refer to that person, company, or other entity retained by the Association to provide maintenance and management services (including the collection and disbursing of Association funds upon appropriate direction therefor) for the Association.

ARTICLE III

MEETINGS OF MEMBERS

Section 1. Place of Meeting.

Meetings of the membership shall be held at such suitable place convenient to the membership as may be designated by the Board of Directors.

Section 2. Annual Meetings.

The annual meeting of the members shall be held on June 15th of each year at the hour of 8:00 P.M., or on such other date and time fixed by the Board of Directors. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3. Special Meetings

Special meetings of the members may be called at any time by the President or by a simple majority of the Board of Directors or upon written request, presented to the Secretary, by no fewer than twenty percent (20%) of the members then entitled to vote upon Association matters. The notice of the special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings.

Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary of the Association or person authorized to call the meeting by mailing a copy of such notice, postage prepaid, at least ten (10) calendar days before and not more than thirty (30) calendar days before such meeting to each member, addressed to the Member's address appearing in the books of the Association or to the address supplied by each member to the Association for the purpose of such notice. Service of such notice may also be accomplished by the delivery of any such notice to the member at his Lot or last known address. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Attendance by a member at any meeting of the members shall be a waiver of notice by the member of the time, place, and purpose thereof.

Section 5. Quorum Determination.

1. At the first such special meeting called for a specific purpose, the presence of members, or of proxies of members, then entitled to cast sixty percent (60%) of all the votes at that time shall constitute a quorum. If the required quorum is not present, a further meeting of members, shall take place in accordance with the provisions of Section 2-502, the Corporations and Associations Article of the Annotated Code of Maryland (1993 Replacement Volume) or other applicable law and at such further meeting a quorum shall be one-half (1/2) of the required quorum at the preceding meeting and by a majority vote those present in person or by proxy may approve or authorize any proposed action, and take any other action, including, without limitation, the election of directors, which might have been taken at the original meeting, if a sufficient number of members had been present. [INC 9-5] [INC 7-C]
2. Alternately, the Board of Directors may choose at its discretion to use the provisions of Maryland Corporate Law to establish the quorum requirement for follow-on meetings. In this case, the members present at the follow-on meeting shall automatically constitute the required quorum to conduct business.

Section 6. Voter Eligibility

Only members who are not delinquent in payment of fees and assessments are entitled to cast votes. [INC 9-5] [INC 7-C]

Section 7. Voting.

All members, so long as the same shall qualify under Section 6 above shall be entitled to vote on each matter submitted to a vote at a meeting of members.

Exceptions and conditions:

1. If any member owns or holds more than one lot, such member, subject to the provisions of Article Seven of the Articles of Incorporation, shall be entitled to one vote for each lot owned.
2. When any lot is owned or held by more than one member as tenants in the entirety or in joint interest, such members shall collectively be entitled to only one vote relative to that lot, and if such members cannot jointly agree as to how that vote should be cast, no vote shall be allowed with respect to such lot, unit share, membership, or other interest.

3 Any member who is in violation of the Declaration, as determined by the Board of Directors, or who fails to pay any dues or any special assessment established by the Association or who is in violation of the Declaration or these By-Laws shall not be entitled to vote during any period in which any such dues or assessments are due and unpaid or in which such violation continues.

4. The Board of Directors may make such regulations, consistent with the terms of the Declaration and these By-Laws, as it deems advisable for any meeting of members, in regard to proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors of votes, registration of members for voting purposes, and such other matters concerning the conduct of meetings and voting as it shall deem appropriate.

Section 8. Proxies.

At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Board or with a Board designee in a form approved by the Board of Directors before the appointed time of each meeting. Every proxy shall be valid for a single meeting and shall automatically cease upon conveyance by the member of his Lot. The presence of the member at a meeting automatically voids the member's proxy. The proxy may designate a particular individual to cast the member's vote on any issue coming before a particular meeting, which proxy shall be valid only with respect to the meeting specified therein, or the proxy may be filed with the Board prior to the meeting in question, specifying the issue on which the member intends to vote and that the member votes for or against the same. [INC 7-F,i &ii]

Section 9. Adjourned Meetings

If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not more than sixty (60) days from the time of the original meeting. [INC 9-5] [INC 7-C]

Section 10. Order of Business.

The order of business at a regularly scheduled meeting of the members shall be as follows:

1. Roll call and certification of proxies.
2. Proof of notice of meeting or waiver of notice.
3. Reading of minutes of preceding meeting.
4. Reports of officers.
5. Reports of committees.
6. Election or appointment of inspectors of election.
7. Election of Directors.
8. Unfinished business.
9. New business.

In the case of a special meeting, items (1) and (2) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

ARTICLE IV

LIBER 019 PAGE 232

BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE

Section 1. Number.

The affairs of this Association shall be managed by a Board of Directors. Nine (9) natural Directors who shall be members of the Association and whose fees and assessments are fully paid.

Section 2. Directors' Term of Office.

The members shall elect directors for a term of one (1) year. Directors shall hold office until their successors have been elected and hold their first regular meeting.

Section 3. Removal.

Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association then entitled to cast votes.

Section 4. Vacancies.

In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board, even though they may constitute less than a quorum, and shall serve for the unexpired term of his predecessor.

Section 5. Compensation

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

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nominations and Eligibility.

Nominations for election to the Board of Directors shall be made initially through ballots sent to all members by mail. These ballots are to be sent with the Spring billing cycle for dues and assessments. Members with delinquent accounts may not be nominated to serve on the Board while their accounts are delinquent. Only one person for a given household may serve as a Board member at any one time. Nominations from the floor shall be taken prior to the actual tallying of votes.

Section 2.

Elections to the Board of Directors shall be made through ballots sent to all members by mail. These ballots are to be sent with the Summer billing cycle for dues and assessments. Members with delinquent accounts may not vote in the elections while their accounts are delinquent; associate members are not eligible to vote. If any member owns or holds more than one lot, such member, subject to the provisions of INC 7, shall be entitled to one vote for each lot owned. When a lot is held by more than one member, such members shall collectively be entitled to one vote relative to that lot. If such members cannot jointly agree as to how that vote should be cast, no vote shall be allowed with respect to that lot. [DEC 7-A, B, & C]

Section 3. Quorum.

A quorum as defined in Article III, Section 5 of these By-Laws is necessary for a vote to be valid.

Section 4. Taking Office.

The newly elected members of the Board of Directors shall take office during the month of July immediately following the return of the election ballots. [BOD]

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Organizational Meeting.

The first meeting of a newly elected Board shall be held within ten (10) days of the election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the Board be present.

Section 2. Regular Meetings.

Regular meetings of the Board of Directors shall be held at such place and hour as may be fixed from time to time by resolution of the Board. At least two (2) such shall be held during each fiscal year. Notice of regular meeting of the Board of Directors shall be given to each Director personally by mail, telephone, facsimile, or telegraph, at least six (6) days prior to the day named for such meeting. Directors who are unable to attend such meetings shall give notice to the President, or designated party, by mail, telephone, facsimile, or telegraph no later than 5:00 PM of the day of the scheduled meeting.

Section 3. Special Meetings.

Special meetings of the Board of Directors shall be held when called by the President of the Board on three (3) days notice to each Director, given personally or by mail, telephone, facsimile, or telegraph, which notice shall state the time, place (as herein provided) and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least one-third (1/3) of the Directors.

Section 4. Waiver of Notice.

Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be waiver of notice by him of the time, place, and purpose thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business which may properly come before the Board at such meeting may be transacted.

Section 5. Quorum.

At all meetings of the Board, a majority of the numbers of Directors shall constitute a quorum for the introduction and transaction of new business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board. If at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting from time to time at any adjourned meeting business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 6. Action taken without a Meeting.

The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors. Such written consent shall be filed with the minutes of the proceedings of the Board of Directors.

Section 7. Voting Procedure.

Voting shall be by simple majority in which each Director physically present shall be entitled to a single vote except for the President only whose vote counts as 1 1/2 votes as a tie-breaker. Voting may be by show of hands or by secret ballot. Secret ballot may be invoked by any Director moving that the vote be so conducted and this motion being seconded by another Director.

ARTICLE VIIPOWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers:

The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the members. The powers and duties of the Board shall include, but not be limited to the following:

To provide for the:

1. Care and upkeep of the Common Areas in a manner consistent with the law, the provision of these By-Laws, and the Declaration;
2. Establishment and collection of assessment and/or carrying charges from the members for the assessments and/or enforcement of liens therefor in a manner consistent with law and the provision of these By-Laws, and the Declaration;
3. Designation, hiring, and/or dismissal of personnel necessary for the good working order of the Association, for the proper management of the Association, for the proper care of the Common Areas, and to provide services for the Association in a manner consistent with the law, the provision of these By-Laws, and the Declaration;

4. Promulgation and enforcement of such rules as may be deemed proper respecting the use occupancy, and maintenance of the Common Areas that shall prevent unreasonable inference with the everyday use and occupancy of the Common Areas by the members of the Association. All such rules shall be consistent with the law, the provision of these By-Laws, and the Declaration;

5. Adoption and publication of rules and regulations governing the use of any Association property, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

6. Suspending the voting rights and the right to use of any recreational facility of a member during any period in which said member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for infraction of published rules and regulations prior to the Declaration or these By-Laws:

7. Exercising for the Association all powers, duties, and authority to enforce the provisions of these By-Laws, the Articles of Incorporation, the Declaration, and duly adopted rules,

8. Declaring that the office of a member of the Board of Directors be vacant in the event such member shall be absent from three (3) consecutive regular meeting of the Board of Directors; and,

9. Employing a Manager, and independent contract, and such other employees as they deem necessary, and describing their duties.

Section 2. Duties.

It shall be the duty of the Board of Directors to:

1. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the general meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are then entitled to vote;

2. Supervise all officers, agents, and employees of this Association, and to see that their duties are performed properly;

3. As more fully provided in the Declaration to:

a. Fix the amount of the annual assessment, which shall not increase overall by more than five percent (5%) per annum unless such increase be approved by a vote of two-thirds (2/3) of the members then entitled to vote in person or by proxy at a meeting duly called for this purpose or via a mail ballot conducted duly for this purpose, against each Lot at least thirty (30) days in advance of each annual assessment period;

b. In addition to the annual assessments authorized above, the Board 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 Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members then entitled to vote who are voting in person or by proxy at a meeting duly called for this purpose or via a mail ballot conducted duly for this purpose;

c. Send notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each such assessment period; and

d. Establish and foreclose at its discretion the lien against any property for which assessments are not paid thirty (30) days after the due date and/or to bring an action at law against the owner personally obligated to pay the same.

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

5. Procure and maintain adequate liability and hazard insurance on property owned by the Association, and adequate offices and directors indemnity insurance, said liability insurance to be, as a minimum, in amounts that will provide immunity from liability to directors, officers, and the Association pursuant to Maryland law, as may be amended from time to time.

6. Cause all offices or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

7. Cause the Common Area to be maintained; and

8. Establish, levy, assess, and collect all assessments referred to or authorized in the Declaration.

Section 3. Management Agent.

The Board may employ for the Association a management agent (the "Management Agent") at a rate of compensation approved by the Board of Directors to perform such duties and services as the Board shall from time to time authorize in writing. Any agreement with any such management agent shall provide for a maximum term of two years and be terminated upon ninety (90) days written notice, with or without cause, upon thirty (30) days or less written notice with cause.

Section 4. Budget.

The Board of Directors, with assistance of its accountant and the Management Agent, shall prepare and adopt a budget for each annual assessment period which shall include estimates of the funds required by the Association to meet its annual expenses for that period and shall include reasonable reserves for repair and replacement. The budget herein required to be prepared and adopted by the Board of Directors shall be in a format consistent with the classification of the accounts of the Association, and shall provide for sufficient estimates, on a consistent periodic basis, to permit comparison to and of deviations from the various period reports of the actual results of operation and the actual financial condition of the Association, on both a current basis and for prior corresponding periods, all in accordance with generally accepted accounting practices, consistently applied. Copies of the budget shall be mailed upon approval and additional copies may be available for examination by the members and by their duly authorized agents and attorneys; and by the institutional holder of any first mortgage on any Lot or Unit in the project and by their duly authorized agents and attorneys, during normal business hours, for purposes reasonably related to their respective interests, and upon reasonable notice.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers.

The principal officers of the Association shall be a President and a Vice President, a Secretary, and a Treasurer, and other such officers as the Board may from time to time by resolution create. All officers shall be members of the Board and none of whom shall be related by marriage or otherwise. All officers of the Association shall be members of the Association whose accounts in regards to assessments, annual and special shall be paid in full at all times.

Section 2. Election of Officers.

The election of officers shall take place at the first meeting of the newly elected Board of Directors.

Section 3. Term.

The officers of the Association shall be elected annually by the newly-elected Board, and each shall hold office for one (1) year or until his successor is elected and a member, in accordance with all provisions has qualified, unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments.

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

Section 5. Resignation and Removal.

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

Section 6. Vacancies:

A vacancy in any office may be filled by election by the Board at any regular meeting of the Board, or at any special meeting of the Board called for such purpose. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices.

The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties.

The duties of the officers on behalf of the Association are as follow:

President:

The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the members and of the Board. He shall have all of the general powers and duties which are usually vested in the office of president of a corporation, including, but not limited to the power to appoint committees from among the membership from time to time as he may, in his discretion; decide is appropriate to assist in the conduct of the Association. He shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall cosign all checks and promissory notes.

Vice President:

The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated to him by the Board of Directors.

Secretary:

The Secretary shall keep the minutes of all meetings and proceedings of the Board and of all meetings of the members of the Association. He shall have custody of the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board as being incident to the office of Secretary.

Treasurer:

The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name to the credit of the Association, in such depositories as may from time to time be designated by the Board.

Section 9. Delegation of Duties.

Specific duties of the Secretary and of the Treasurer may be delegated to an Agent of the Association at the discretion of the Board of Directors. Said Agent shall be accountable to the Board for proper execution of all delegated duties.

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Indemnification of Officers.

The Association shall provide any indemnification required or permitted by the laws of Maryland and shall indemnify directors, officers, agents, and employees as follows:

(a) The Association shall indemnify any director or officer of the Association who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceedings, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was such director or officer or an employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had not reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The Association shall indemnify any director or officer of the Association who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was such a director or officer or employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought, or any other court having jurisdiction in the premises, shall determine upon application that, despite the adjudication of liability but in view of an circumstances of the case, such person is fairly and reasonable entitled to indemnity for such expense which such court shall deem proper.

(c) To the extent that a director or officer of the Association has been successful in the merits or otherwise in defense of any action, suit, or proceeding referred to in paragraph (a) or (b) of this Article IX or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys fees) actually and reasonable incurred by him in connection therewith, without the necessity for the determination as to the standard of conduct as provided in paragraph (d) of Article IX.

(d) Any indemnification under paragraph (a) or (b) of this Article IX (unless ordered by a court) shall be made by the Association only as authorized in the specific as upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in paragraph (a) or (b) of the Article IX. Such quorum consisting of directors who were not a party to such action, suit, or proceeding, or (ii) if such a quorum is not obtainable, or even if obtainable, such a quorum of disinterested directors so directs, by independent legal counsel (who may be a regular counsel for the Association) in a written opinion; and any determination so made shall be conclusive.

(e) Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Association in advance of the final disposition of such action, suit, or proceeding, as authorized in the particular case, upon receipt of such an undertaking by or on behalf of the director or officer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article IX.

(f) Agents and employees of the Association who are not directors or officers of the Association may be indemnified under the same standards or procedures set forth above, in the discretion of the Board of Directors of the Association.

(g) Any indemnification pursuant to this Article IX shall not be deemed exclusive of any other rights to which those indemnified may be entitled and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit to the heirs, executors, and administrators of such a person.

Section 2. Common or Interested Directors.

The Directors shall exercise their powers and duties in good faith and with a view to the best interests of the Association. No contract or other transaction between the Association and one or more of its Directors, or between the Association and any corporation, firm, or association (including the Declarant) in which one or more of the Directors of this Association are directors or officers or are pecuniarily or otherwise interested is either void or avoidable because the Director or Directors are present at the meeting of the Board or any committee thereof which authorizes or approves the contract for such purposes, if any of the conditions specified in any of the following subparagraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board or a majority thereof or noted in the Minutes, and the board authoring approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose;

(b) The fact of the common directorate or interest is disclosed or known to the Board or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved, or executed.

Common or interested directors may be counted in determining the presence of a quorum at any meeting of the Board or committee thereof which authorizes, approves, or ratifies any contract or transaction with like force and effect as if he were not such a director or officer of such corporation or not so interested.

ARTICLE X

COMMITTEES

The Association shall appoint an Architectural Committee as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI

ARCHITECTURAL STANDARDS

Each Owner of a Lot in the Association (other than the Declarant during the course of construction on the Property) by virtue of his acceptance of a warranty deed and the Covenants, and particularly Article VII of the Declaration thereof, acknowledges the necessity of maintaining the physical appearance and image of the entire residential community as a quality residential community and additionally, that the success of the Owners in the subsequent selling of their Dwellings is closely related to the physical appearance and image of the community as a whole. Except for the rehabilitation and renovation of the Lots situate within the community by the Developer and any improvements to any Lot or to the Common Areas accomplished concurrently with said construction, and except for purposes of proper maintenance and repair or as otherwise in these By-Laws provided, it shall be prohibited to install, erect, attach, place, build, alter, plant, remove, or construct any structure or other additions to a Lot, or to any building on a Lot, including but not limited to any awnings, hot tubs, greenhouses, gazebos, patios, balconies, sun decks, porches, covers over patios/balconies/sun decks and porches, solar collecting devices, privacy enclosure walls or retaining walls; or to make any changes to alterations (including alterations in color) within any Lot which will alter the structural integrity or appearance of a building or a Lot, or otherwise affect the property, interest, or welfare of any other lot owner, or impair any easement, until the complete plans and specifications, showing the location, nature, shape, dimensions, material, color, type of construction and/or any other proposed form of change including within limitation, any other information specified by the Board (or its designated committee) shall have been submitted to and approved in writing as to safety, the effect of any such alterations on the costs of maintaining and insuring the property, and harmony of design, color, and location in relation to surrounding structures and topography by the Board, or by an architectural standard committee designated by it.

Section 1. Architectural Control Committee Review and Submission Procedures.

No building, fence, walk or other structure shall be commenced, erected, or maintained within the subdivision, nor shall any exterior addition to or change therein be made until the plans and specifications showing the nature, land, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant. Such right of review and approval may be assigned by the Declarant. In the event said Declarant fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this section of this Article will be deemed to have been fully complied with. Design approval hereunder shall in no way be construed as passing judgment or making a determination with respect to the correctness of the location, structural design, suitability of water flow or drainage, location of utilities, or other qualities of the item being reviewed. Declarant shall have the right to charge a reasonable fee for reviewing such application in an amount not to exceed \$100.00. Nothing herein contained shall apply to any buildings, fences, walls, or other structures commenced, erected, maintained, or to be erected upon land within the subdivision as long as title to such land is held by Declarant or its assigns.

Section 2. Penalties.

Any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided in section 1 of this Article, shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at Owner's cost.

ARTICLE XII BOOKS AND RECORDS

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation, and the By-Laws of the Association shall be available for inspection by any member at the principal business office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIII

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which may be secured by continuing liens upon the Lot against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and be subject to a late fee of Five Dollars (\$5.00) or five percent (5%) of the assessment, whichever is greater, and the Association may bring an action at law against the owner personally obligated to pay the same and/or foreclose the lien against the Lot, and interest, costs, late charges, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

[DEC III-3,a]

ARTICLE XIV

RIGHTS OF MORTGAGEES

Section 1. Unpaid Assessments.

The Association may, upon request and for a reasonable charge, report to a mortgagee of any Lot any unpaid assessment due from the Owner of the Lot or any default by the mortgagor of the Lot in the performance of the mortgagor's obligations as a Lot Owner hereunder which is not cured within thirty (30) days. In the event a first mortgagee requests a notice of default, and pays the charge therefor, if no notice of a default is given within thirty (30) days after receipt of the request, the Association shall thereafter be estopped to claim any default that occurred prior to the receipt of the request as respects the said first mortgagee, or any purchaser therefrom upon foreclosure or other exercise of lien rights under the mortgage.

Section 2. Approval Required.

In addition to the other provisions of the Declaration, and these By-Laws, and the applicable laws of the State of Maryland, unless at least seventy-five percent (75%) of the members (based upon one [1] vote for each Lot within the Property) have given their prior written approval, the Association shall not be entitled to: [BoD]

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer real estate or improvements thereon which are owned, directly or indirectly, by the Association for the benefits of the Lots (i.e., the Common Area).

The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Land shall not be deemed a transfer within the meaning of this clause.

(b) Change the method of determining the obligations, assessments, dues, or other charges which may be levied against a Lot Owner.

c) By act or omission change, waive, or abandon any scheme or regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of any Lot, the exterior maintenance of Lots, the maintenance of party walls or common fences or driveways, or the upkeep of lawns and plantings in the Property.

(d) Fail to maintain fire and extended coverage on insurable Association Common Area property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement costs).

(e) Use hazard insurance proceeds for losses to any Common Area for other than the repair, replacement, or reconstruction of such improvements.

CORPORATE SEAL

The Association may have a seal in circular form having within its circumference the words "HARMANS WOODS TOWNHOUSE ASSOCIATION, Inc., Maryland; corporate seal 1983", or in lieu thereof the word [SEAL] may be placed adjacent to the signature of an authorized officer of the Association.

ARTICLE XVI

AMENDMENTS

Section 1. Amendments.

These By-Laws may be amended at a meeting duly called for that purpose or via a mail ballot duly organized for that purpose by the affirmative vote of members representing sixty-six and two-thirds percent (66 2/3%) or more of the total membership then eligible to vote. Determination of voter eligibility shall be in accordance with the criteria set forth in Article III, Section 7.3 of these By-Laws.

Section 2. Conflict

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

Section 3. Requests for Amendments.

The non-Board members of the Association may request amendment of these By-Laws by submitting a request for amendment in writing from no fewer than twenty-five percent (25%) of the members then currently eligible to vote. Determination of voter eligibility shall be in accordance with the criteria set forth in Article III, Section 7.3 of these By-Laws. Upon receipt of such request, the proposed amendment will be put forth to the general Association membership for adoption in accordance with the provisions outlined in section 1 of this Article.

XVI

ARTICLE XVII

MISCELLANEOUS

Section 1. Fiscal Year.

The fiscal year of the Association shall be 1 January to 31 December inclusive of each calendar year. [BOD]

Section 2. Enforcement of By-Law/Non-Waivers.

Failure by the Association to enforce any By-Law herein contained shall in no event be deemed a waiver of the right to do so thereafter. [DEC IX-1,61]

Section 3. Parking Policies.

The Harmans Woods Townhouse development was designed to permit each household two parking spaces, with a modest number of overflow spaces to provide a margin for guests and visitors. Accordingly, the dwellers of each house unit can expect to be able to park two motor vehicles in front of the building containing their specific housing unit. Furthermore,

(a) Each vehicle shall be licensed with a current registration sticker supplied by the vehicle owner's state of residence as proof that the vehicle is licensed to be driven on public roads.

(b) Each vehicle shall be parked between the yellow lines of a single parking space and be centered as much as possible.

(c) Vehicles that cannot be parked in a single space shall be parked on the county streets and not in the development.

(d) The front or back ends of vehicles may not overhang the sidewalks by more than twelve (12) inches. Households with more than two vehicles, as a courtesy to their neighbors, should park the extra vehicles on the county streets adjoining the townhouse development.

(e) No manner of trailers and/or motor homes shall be parked for storage in the community parking facilities. Such vehicles may be parked for brief periods to prepare them for loading or for minor maintenance. Such vehicles shall be parked for storage on the county streets adjoining the townhouse development or in commercial storage facilities. Failure to comply with this policy shall result in the trailer and/or motor home being towed. The first infraction of these policies shall result in a written warning delivered by the management company to the owner of the vehicle urging the owner to correct the infraction. Failure to comply within seven (7) calendar days will result in a second warning stating that the vehicle will be towed by an authorized towing company to said company's holding lot and the towing and storage fees shall be charged to the vehicle owner. Failure to respond to this warning shall result in the vehicle being towed as described above.

(f) Parking on the non-paved Common Area or in the front yard of a dwelling unit is prohibited. The management company shall notify the owners of vehicles so parked that they are in violation of community parking policy. Vehicles must be removed to proper parking areas immediately or they shall be removed at the owner's expense.

(g) Abandoned, unlicensed, inoperative, and vehicles with expired registration stickers or tags shall not be stored in the community. The management company shall attempt to contact the owners by placing a note on such vehicles notifying the owners that the vehicle is being considered for removal. This shall be the sole attempt at contacting the owners. Seven (7) calendar days after posting of notice, the vehicle shall be towed by an authorized towing company at owner's expense if he wishes to reclaim it. Otherwise the vehicle will be considered abandoned and disposed of by sale to cover the costs of towing.

Inoperative vehicles are those that

do not contain all parts and equipment, including properly inflated tires, in such good condition or repair as may be necessary for any person to drive said vehicle on a public highway, do not have current, unique license plates and registration stickers, if applicable, issued by one of the fifty states or by the District of Columbia.

Section 4. Guidelines for Use of Common Area.

The Common Area is defined as the land belonging to the Association which is separate from the one hundred and forty-five (145) private Lots of the dwelling units. The Common Area includes the parking lots, the sidewalks, the common accesses between and behind the dwelling units themselves and the land behind the Association's fence as shown in the plats registered with the Anne Arundel County Land Office and such other lands so shown on the record plats.

(a) Private structures, equipment, vehicles, trailers, boats, and materials shall not be erected or stored on the Common Area. Violations will be noted and the owners of the items will be notified to remove said items within forty-eight (48) hours or the items will be removed by the Association and the removal costs billed to the owners of said items. Failure to pay the removal costs within thirty (30) calendar days may result in the Association taking legal action up to and including filing a lien against the property of the owner of the items to collect the debt.

(b) Owners of pets are responsible for their pets actions including repairing damage caused by the pet and cleaning up after their pets in accordance with Anne Arundel County health regulation. Fecal matter shall be removed from the Common Area and disposed of in a proper manner.

(c) Owners of pets are required to obey the Anne Arundel County leash laws. Animals that become a nuisance may be reported by any resident to the county animal control department for appropriate action.

(d) Residents may use the Common Area for special occasions provided that the parties using it restore it to its previous condition within twenty-four (24) hours after the termination of the event. Special occasions include: yard sales, parties, cookouts, games requiring setup of special equipment (e.g., volleyball badminton, etc.), and other such activities typically lasting fewer than twenty-four (24) hours.

(e) Use of the Common Area for temporary storage during construction projects shall require the prior written permission of both the Grounds Committee and the Architectural Committee. This written permission shall be approved or disapproved within seven (7) calendar days of submission of a written request to use the Common Area for temporary storage. The notice of approval to use Common Area for temporary storage shall be displayed alongside the county building permit, if one is required. It is incumbent upon the requester to determine the requirement for a county building permit and to obtain one if required. Material may be stored upon the Common Area for the length of time noted on the Association's approval. The requester is responsible for restoring the Common Area to its previous condition and for repairing any damage done to the Common Area, shrubs, trees, curbs, and sidewalks. Failure to obtain written approval to use the Common Area for storage of construction materials shall result in a written notification to remove said materials within twenty-four (24) hours being issued to the person depositing said materials upon the Common Area. If the materials are not removed by, or if permission for storage of them upon the Common Area is not requested and granted by the Grounds and Architectural Committees, the material shall be removed at the owner's expense.

(f) Wooded or unimproved Common Area shall not be cleared of brush or trees without the written approval of the Grounds Committee and the Board of Directors.

(g) Trees which have been damaged or which have died and present a danger to persons and property shall be removed by the Grounds Committee. Home owners should report concerns over such trees to the management company for Board action. The Grounds Committee and/or management company shall inspect the source of concern within twelve (12) hours and make arrangements to correct the situation.

(h) Limbs of trees on private Lots and on Common Areas shall be trimmed to a height of eight (8) feet to permit unrestricted use of the sidewalks. Tree roots damaging the sidewalks of the Common Area shall be removed to correct the situation. If said tree roots are coming from a private Lot, the Lot owner is responsible for correcting the situation. He may request Board advice on how to proceed.

Section 5. Trash Removal and Trash Containers.

Trash and trash containers shall not be placed on the Common Area prior to the afternoon before scheduled pickup. Containers shall be removed from the Common Area no later than the evening following a scheduled pickup. Containers remaining on Common Areas past this time shall be subject to removal and confiscation by the Management company acting under direction from the Board of Directors.

a) Bulk pickup items; as defined by Anne Arundel County regulations, shall not be placed on the Common areas more than twenty-four (24) hours before the scheduled pick-up. Any items not removed by the county collection service shall be removed from the Common Areas by the persons placing them there.

b) Recyclable items are picked up on Tuesday mornings. Newspapers shall be bundled and tied with string or placed in paper, not plastic, bags. Glass and plastic containers shall be placed in the yellow bins issued by the county government for such purpose.

Section 6. Automotive Maintenance.

Minor automotive maintenance that does not require a vehicle to be "on blocks" or otherwise inoperative for more than one (1) day is permitted. Long-term maintenance shall not be carried out on the Common parking areas. Automotive fluids such as oil, antifreeze, brake fluid, transmission fluid, and any others deemed harmful to the environment shall not be spilled on the parking lots or other areas of the Common Areas. All spills shall be cleaned up immediately by the person causing the spill.

Section 7. Fences, Common and Private.

Fences shall not exceed sixty (60") inches in height. Fences erected on private Lots shall be maintained and kept in proper repair by the Lot owner. The common fence separating the dwelling units from the railroad shall be maintained by the Grounds Committee. [DEC VII-13]

Section 8. Annual Walk Around Inspections.

The Board of Directors and the Management company shall conduct an annual or semi-annual inspection of the Common Areas and of the external appearances of the dwelling units and front yards. The inspectors shall examine the exteriors of the dwelling units to ensure that they are properly maintained to present a favorable community appearance. Front yards shall be inspected for dead or damaged trees and shrubs. Gardens and flower beds shall be inspected for overgrowth of weeds. Lawns shall be inspected for general appearance and upkeep and shall be kept trimmed so as not to exceed four (4") inches growth.

ARTICLE XVIII

INTERPRETATION

Section 1. Notices.

Unless another type of notice is herein elsewhere specifically provided for, any and all notices called for in the Covenants and in these By-Laws shall be given in writing.

Section 2. Severability.

In the event any provision or provisions of these By-Laws shall be determined to be invalid, void, or unenforceable, such determination shall not render invalid, void, or unenforceable any other provision hereof which can be given effect.

Section 3. Waiver.

No restoration, condition, obligation, or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 4. Gender, etc.

Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders *he/she*.

Section 5. Captions.

The captions and headings contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

IN WITNESS WHEREOF, we, being all of the Directors of Harmans Woods Townhouse Association, Inc.

have hereunto set our hands this 1st Day of November 1998

WITNESS:

Sam M. Biddle, President
(SEAL)

Philip A. Penn, Vice-President
(SEAL)

Nancy J. Phelps, Treasurer
(SEAL)

James W. Felt
(SEAL)

Barbara Popelars
(SEAL)

William A. King
(SEAL)

Certify:

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary/Treasurer of Harmans Woods Townhouse Association, Inc., a Maryland corporation; and

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 1st Day of November 1998.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Association this 7th Day of April 1998.

HARMANS WOODS TOWNHOUSE
ASSOCIATION, Inc.,

By: Barbara J. McGuire Secretary
(SEAL)

SECTION IV

RULES AND REGULATIONS

FOR

HARMANS WOODS TOWNHOUSE
ASSOCIATION, INC.

Harmans Woods Townhouse Association, Inc.
Board of Directors Resolution No. 4
4 May 1994

- a. BoD Meeting Quorum defined;*
- a. BoD Action, with and without Quorum, defined;*
- a. Introduction of New Business in Absence of Quorum defined.*

At all meetings of the Board of Directors (BoD), a majority of the Directors shall constitute a quorum for the transaction of business; and the acts of the majority of the Directors present and voting at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there be less than a quorum present, the Board members attending may conduct business as though a quorum were present for those actions previously announced to be considered or voted on at the meeting. New business may be introduced only in the presence of a quorum or through an agenda distributed to all Board members prior to a meeting said agenda serving as notice of new business to be discussed and voted on.

The purpose of this resolution is to prevent a minority of members introducing and legislating new policy without review by all members of the BoD being possible.

Approved this day by a majority of the Board of Directors voting at a monthly meeting of the Harmans Woods Townhouse Association, Inc.

Harmans Woods Townhouse Association, Inc.
Board of Directors Resolution No. 5

• *COLLECTION POLICY*

WHEREAS, Article THIRD of the Articles of Incorporation of Harmans Woods Townhouse Association, Inc. (the "Articles") and Article III, Section 1 of the Declaration of Covenants, Restriction, and Affirmative Obligations (the "Covenants") create the obligation for Owners to pay annual assessments and other charges ("assessments") assessed by the Harmans Woods Townhouse Association, Inc. ("Association") Board of Directors ("Directors"); and

WHEREAS, Article THIRD of the Articles and Article III, Section 1 of the Covenants create the obligation for Lot Owners to pay special assessments assessed pursuant to that provision; and

WHEREAS, the Board of Directors recognizes that there is a need to establish orderly procedures for the billing and collection of said assessments, and to use the least cumbersome, most effective method available, pursuant to the applicable documentary and statutory requirements and authority;

NOW, THEREFORE, BE IT RESOLVED THAT, the Board of Directors of Harmans Woods Townhouse Association, Inc. hereby duly adopts the following Board Policy Resolution for Collection of Assessments:

I. GENERAL

1. Annual Assessments shall be payable in quarterly installments.
2. All quarterly installments of the Annual Assessments shall be due on the first day of the applicable quarter.
3. Each lot owner shall furnish the Association with the lot owner's name and current mailing address. All documents, correspondence, and notices relating to the charges shall be mailed to the address which appears on the books and records of the Association as maintained by the Managing Agent, and as modified in writing by the lot owner from time to time. If the lot owner had not designated a different address to be listed on the books and records, all correspondence and notices shall be sent to the lot owner at the lot address.
4. Failure to receive a billing statement shall not relieve the lot owner of the obligation to pay the amount due by the due date.
5. The Managing Agent shall provide the attorney with a statement of collection costs incurred by it prior to referral, and all collection costs incidentally incurred by it thereafter. In order to facilitate any collection procedure employed, the Managing Agent will advise the attorney of any and all information available to it that pertains to the delinquent lot owner, including place of employment, and bank account information, if available.
6. The Managing Agent shall promptly notify the attorney of any payments or other correspondence it receives on behalf of the delinquent lot owner while the attorney is actively involved in the collection.
7. The attorney shall keep a full accounting of all legal fees and expenses paid by the law firm on the Association's behalf.

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8. It is the intention of the Board of Directors that the least cumbersome, most effective method of collection be used at all times. In this regard, those employing this collection procedure are authorized to deviate from it when special circumstances indicate that such deviation is in the best interests of the Association. As such, the Board of Directors may grant a waiver of any provision herein upon a written petition from a lot owner alleging a compelling personal hardship. Such relief, if granted, shall be appropriately documented in the records of the Association.
9. This procedure shall be reviewed periodically by the Board of Directors of the Association in consultation with the attorney and the Managing Agent to ensure that the procedure is effective and in compliance with current law.

II. COLLECTION PROCEDURES AND SANCTIONS FOR DELINQUENT ACCOUNTS

Based on 1 quarter
1. If the Association receives from any lot owner, in any accounting year, two or more checks tendered for payment of assessment installments, which are returned unpaid by the lot owner's bank, the Board may require that lot owner to make payments for the remainder of the fiscal year (in quarterly installments) by cash, certified check, cashier's check, treasurer's check, or money order. A handling fee of not less than ten dollars (\$10.00) may be assessed for any personal check returned by the bank.

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2. Partial payments tendered to the Association may be accepted, but only payment in full will stop collection proceedings, unless the Board of Directors expressly agrees otherwise. Unless otherwise specifically agreed in writing by the Board of Directors, payments which are not allocated will be applied in the order first to last as follows: 1) attorney's fees, 2) collection costs, 3) interest charges, 4) late fees, 5) other properly assessed fees and charges, 6) principal annual assessment arrearage, and 7) current principal due (including accelerated principal due, if any).

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3. If payment of an assessment installment is not received in the office of the Association, its Managing Agent, or its designated banking facility by the tenth (10th) day of the month when due, the Managing Agent shall send to the lot owner(s) of record a reminder note of the lot owner's delinquency.

4. 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. As provided for in Article III, Section 8 of the Covenants. This interest shall become part of the continuing lien for assessments as provided for in Article III, Section 8 of the Covenants, until all sums due, including interest, have been paid in full.

1st of Letter
5. If on the fifteenth (15th) day of any month a lot owner's delinquent assessment totals an amount equal to, or greater than, the sum of one quarterly assessment installment, the Managing Agent shall immediately send to the lot owner(s) of record, a notice of the lot owner's delinquency as provided below.

↘ (A collection cost of not less than ten dollars (\$10.00) shall be assessed to the delinquent account at this time.)

extract
6. If on the thirtieth (30th) day of any month a lot owner's delinquent assessments total an amount equal to, or greater than, the total of one quarterly assessment installment, the Managing Agent shall immediately cause an owner verification to be conducted and will cause each delinquent lot owner to be promptly served with a Notice of Intent to Create a Lien pursuant to Maryland law.

↓ (A collection cost of not less than fifty dollars (\$50.00) shall be assessed to the delinquent account at this time.)

Full letter
7. If, within thirty (30) days from the service of the Notice of Intent to Create a Lien, the delinquent lot owner fails to remit the total amount due as claimed and does not exercise the rights as provided in the Maryland Contract Lien Act, the account will immediately be forwarded to the Association's attorney for the purpose of creation of the lien among the Land Records of Anne Arundel County.

8. The managing Agent shall forward to the attorney information that reflects the current information contained in the Association's official books and records and shall include for each delinquent lot owner the lot owner's complete name, mailing address, address of lot owned, and a breakdown of the total fees due. Copies of the notices mailed to the lot owner as required above, and proof of service of the Notice of Intent to Create a Lien shall also be sent to the attorney when the account is turned over. Once a delinquent account has been referred to the attorney for collection, no further billing statements, or other correspondence relating to the delinquency, shall be sent to the lot owner by the Managing Agent without first notifying the attorney of its nature and content.

9. Promptly upon receipt of the list of delinquencies from the Managing Agent, the attorney shall proceed as necessary to establish the lien and collect the amounts due to the Association. Any correspondence setting forth the amounts owed to the Association that is sent to the delinquent owner by the attorney shall include in addition to all annual assessments due, interest at 12%, any applicable late charges, the actual costs of collection (including service costs), plus reasonable attorney's fees, and any other properly assessed amount due from whatever source. Notice of the delinquency may also be sent to the mortgagee(s), if any, of the lot. The letter will contain any and all additional information required by law.

10. The attorney will promptly advise the Managing Agent if the lot owner files a Complaint in the Circuit Court for Anne Arundel County to determine whether probable cause exists for the establishment of a lien pursuant to the Maryland Contract Lien Act. The attorney will take any and all legal action necessary to establish the lien and will promptly advise the Managing Agent of hearing dates and other pertinent events. If a Court hearing is required, representatives of the Managing Agent and the Board of Directors shall be made available upon request by the attorney to testify on behalf of the Association concerning the legitimacy of the amounts claimed in the Notice of Intent to Create a Lien and concerning all other matters as deemed appropriate by the attorney. In such proceeding, the attorney shall request the Court to assess all legal expenses against the lot owner for costs incurred in establishing the lien.

11. If the Circuit Court determines that probable cause exists for the establishment of the lien, the attorney will undertake to establish the lien in accordance with law. If the Circuit Court determines that probable cause does not exist for the establishment of the lien, the attorney will advise the Board of Directors of the decision and recommend what further action, if any, should be taken to collect the amounts due.

12. If, within thirty (30) days from the service date of the Notice of Intent to Create a Lien, the delinquent lot owner fails to remit the total amount due as claimed and does not exercise the rights provided by the Maryland Contract Lien Act, a Statement of Lien will be recorded by the attorney among the Land Records of Anne Arundel County. The Statement of Lien shall claim all assessments due of whatever nature (including accelerated amounts), late charges, interest, collection costs, and other charges permitted by law, together with reasonable attorneys' fees.

13. Upon recordation of the lien statement among the County Land Records, the attorney shall notify the mortgagee(s) and the delinquent lot owner of the establishment of the lien. The attorney will evaluate the various collection alternatives and recommend the best alternatives to the Board via its Managing Agent. The Managing Agent shall, at the next regular meeting of the Board, present such matters to the Board for its consideration and decision concerning what type of action, if any, should be taken to collect the amounts due. The Managing Agent will immediately notify the attorney of all action taken by the Board, and the attorney shall proceed with the collection action as desired.

14. If an action is filed by the Association to foreclose on a recorded Statement of Lien, payment on the delinquent account may be accepted and applied in accordance with this Resolution at any time until completion of the auction of the property under foreclosure. However, only full payment of all obligations of the lot owner then owing to the Association, including costs and expenses of the foreclosure sale and all accrued attorneys' fees, will stop the foreclosure proceedings.

15. If a judgement for delinquent assessments is obtained on behalf of the Association and is not promptly paid, the attorney will prepare and file a Request to File Notice of (Judgement) Lien with the District court of Anne Arundel County and with any other jurisdiction where the attorney knows the judgement debtor owns real property. If the judgement is not paid in full within thirty (30) days after judgement is entered, the attorney shall within a reasonable time thereafter, send a post-judgement collection letter to the debtor demanding payment in full within fifteen (15) days from the date of that letter.

16. The Board of Directors, its attorneys and agents may take any other lawful action deemed necessary or advisable to collect any judgement or delinquent assessment.

The foregoing Harmans Woods Townhouse Association, Inc. Board Policy Resolution for Collection of Assessments is

APPROVED BY A MAJORITY OF THE BOARD OF DIRECTORS THIS 5th DAY OF October, 1994;

ATTEST:

Carolyn Headrie
Carolyn Headrie,
Secretary

Thomas J. Miller
Thomas J. Miller,
President

HARMANS WOODS TOWNHOUSE ASSOCIATION, INC.

RESOLUTION NO. 6

WHEREAS, Article VII, Section 7 of the Declaration of Covenants Conditions and Restrictions, Declarant's Rights to Change or Modify Covenants of the Declaration of Covenants, Restrictions and Affirmative Obligations of Harmans Wood Townhouse Association, Inc. states:

The Declarant, for itself, its successors or assigns hereby reserves the right in its absolute discretion to annul, waive, change, or modify any of the restrictions, conditions, or covenants contained herein with respect to restrictions, conditions, or covenants subsequently recorded as applicable to other lots in the properties.

NOW THEREFORE, be it resolved that the Board of Directors adopt the following "TOWING POLICY" and the procedures for enforcement.

- I. The following conditions may result in the towing of a vehicle from the property known as Harmans Woods Townhouse Association, Inc.
 - A. Illegally parked vehicles.
 - B. Inoperable vehicles.
 - C. Vehicles with expired registration or on which current registration plates are not displayed.
 - D. Unregistered vehicles.
 - E. Junk vehicles.
 - F. Boats, boat trailers, campers recreational vehicles, commercial vehicles, trucks, horse trailers and utility trailers.
- II. The procedure for having vehicle towed is as follows:
 - A. Harmans Woods Townhouse Association, Inc. will be posted in at least three (3) locations that a towing policy is in effect.
 - B. Once a vehicle is identified as meeting one of the aforementioned criteria for towing, the observing party (resident) should contact the management company (if during business hours), or one of the Board members, to report the violation.
 - C. The offending vehicle will be stickered, noting date and time the sticker was placed.

- D. If the vehicle is not moved within forty-eight (48) hours of the sticker being adhered to, the vehicle can be subject to towing by a towing company. A call will be placed to the towing company by the management company or designated Board members to the offending vehicle. In the event of a special event, as defined by the Board, the 48-hour notice will be waived.
- E. All expenses incurred related to the towing of a vehicle, and its retrieval will be borne by the offending party/vehicle owner.

THIS RESOLUTION was duly approved and adopted at a Special meeting of the Board of Directors on the 21 day of June, 1995 by the following vote:

<u>PNF</u> YES	<u>NO</u>	<u>[Signature]</u> SIGNED	<u>6/26/95</u> DATE
<u>INF</u> YES	<u>NO</u>	<u>Faith M. Fields</u> SIGNED	<u>6/26/95</u> DATE
<u>[Signature]</u> YES	<u>NO</u>	<u>[Signature]</u> SIGNED	<u>6-27-95</u> DATE
<u>MOZ</u> YES	<u>NO</u>	<u>Mark D Evans</u> SIGNED	<u>6-28-95</u> DATE
<u>CDH</u> YES	<u>NO</u>	<u>Cavlyn D Hendrie</u> SIGNED	<u>6/28/95</u> DATE
<u>DM</u> YES	<u>NO</u>	<u>Douglas A Mil</u> SIGNED	<u>6/28/95</u> DATE
<u>YES</u>	<u>NO</u>	<u>SIGNED</u>	<u>DATE</u>
<u>YES</u>	<u>NO</u>	<u>SIGNED</u>	<u>DATE</u>
<u>YES</u>	<u>NO</u>	<u>SIGNED</u>	<u>DATE</u>