

JLH/jwk 0494:61133 08/19/80

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS RELATING TO
THE COLLEGE MANOR COMMUNITY ASSOCIATION**

THIS DECLARATION dated December 22, 1980, by Chesapeake Homes, Inc., a Maryland corporation (the "Company"), and Joseph J. Smuck and Stanley Smuck (the "Mortgagees").

RECITALS

- A. The Company owns an 18.917 acre tract of land more or less located in the 3rd Election District of Anne Arundel County, Maryland. The tract (hereinafter called the "Property") consists of all of the land shown on the subdivision plat entitled "Plat One, College Manor", recorded among the Land Records of Anne Arundel County, Maryland at Plat Book 75, Page 30, Plat #3955.
- B. The Company desires to subject the Property, and the lots located therein (the "Lots"), to the Covenants, Conditions and Restrictions set forth below which are for the purpose of protecting the value and desirability of the Property and the Lots, and are for the purpose of distributing among the Lot Owners the cost of maintaining and operating the Common Areas, located within the Property, and any improvements constructed thereon.
- C. The Mortgagees are the holders of the Purchase Money Mortgage from the Company dated April 8, 1980, which is recorded among the Land Records of Anne Arundel County at Liber 3304, No. -, Folio 430, and which is a lien upon a portion of the Property. The Mortgagees are joining in this Declaration for the purpose of subordinating the lien of the Mortgage to the legal operation and effect of this Declaration.
- D. The Company, the Trustees and the Bank hereby declare that the Property shall be held, sold and conveyed subject to the Covenants, Conditions and Restrictions set forth below.

ARTICLE I**Definitions**

- (a) “Association” means the College Manor Community Association, Inc.
- (b) “Common Area” means the parcel of land, designated on recorded subdivision Plat of the Property as “Recreation Area”, intended to be owned by the Association and devoted to the common use and enjoyment of the owners of the Lots. “Common Area” also means any other lands acquired by the Association and devoted to the common use and enjoyment of the owners of the Lots.
- © “Company” means Chesapeake Homes, Inc. and any successor or assign thereof to whom Chesapeake Homes, Inc. shall convey or otherwise transfer all of the rights, title and interest in the Property then owned by it, and to whom Chesapeake Homes, Inc. shall expressly transfer, and assign all of its rights, title and interest under this Declaration, or any amendment or modification thereof.
- (d) “Owner” means the person, or legal entity, or the combination thereof, including contract sellers, holding the record fee simple or perpetually renewable lease-hold title to a Lot in the Property, as the Lot is now or may from time to time hereafter be created or established. If more than one person, or other legal entity or any combination thereof, holds the record title to any Lot, all of them shall be deemed a single record owner and shall be a single member of the Association by virtue of their ownership of the Lot. The term “Owner”, shall not mean any contract purchaser, nor the owner of any redeemable ground rent reversion issuing out of any Lot, nor shall it include any mortgagee or other person or legal entity holding an interest in a Lot as security for the performance of an obligation.
- (e) “Property” means all of the land shown on the Plat entitled “Plat One, College Manor” more particularly referred to in paragraph A above, and such additional land as may be subjected to this Declaration under the provisions of Article II below.

ARTICLE II**Property Subject to This
Declaration and Additions Thereto****SECTION 1**

All of the land shown on the Plot referred to in paragraph A of the Recitals to this Declaration (the “Existing Property”) shall be, transferred, held, sold, conveyed, and occupied subject to this Declaration.

SECTION 2

Additional lands may be subjected to this Declaration in the following manner:

- (a) The Company, its successors and assigns, shall have the right for seven (7) years from the date of this Declaration to bring within the operation and effect of this Declaration additional portions of the land which is shown on the subdivision plat entitled “Plat Two, College Manor”, which plat is recorded among the Land Records of Anne Arundel County, Maryland at Plat Book 75, Page 31, Plat #3956.

The additions authorized under this Section 2(a) shall be made by recording among the Land Records of Anne Arundel County a Supplement to this Declaration which need be executed only by the Company, which shall describe the additional land and state that it is subject to this Declaration.

Such Supplement to this Declaration may contain such complementary additions and modifications of the Covenants, Conditions and Restrictions contained herein as may be necessary to reflect the different character, if any, of the added Property provided they are not inconsistent with this Declaration. In no event, however, shall the Supplement to this Declaration revoke, modify or add to the Covenants, Conditions and Restrictions established by this Declaration insofar as they pertain to the existing Property. The additions authorized under this Section 2(a), shall not require the approval of the Association.

- (b) Upon the written approval of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any land who desires to subject it to the operation and effect of this Declaration may do so by recording among the aforesaid Land Records a Supplement to this Declaration describing the additional land and stating that it is subject to this Declaration.

ARTICLE III

Membership and Voting Rights in the Association

SECTION 1

Every owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of the Lot.

SECTION 2

The Association shall have two classes of voting membership:

Class A. Except for the Company (which shall initially be a Class B member), the Class A members shall be all of the Owners of the Lots. Each Class A member shall be entitled to one vote per Lot for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.

Class B. The Class B member shall be the Company. The Class B member shall be entitled to three votes per Lot for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.

The vote of any Class A member comprised of two or more persons, or other legal entities, or any other combination thereof, shall be cast in the manner provided for in the Articles of Incorporation of the Association, or as the several constituents may determine, but in no event shall all such constituents cast more than one vote per Lot for each Lot owned by them.

The Class B membership in the Association shall cease and be converted to Class A membership in the Association on the seventh anniversary of the date of this Declaration or at such earlier time as the total number of votes entitled to be cast by Class A members of the Association equals or exceeds the total number of votes entitled to be cast by the Class B member of the Association. Provided, however, the Class B Membership shall be revived (and the Company shall again be entitled to three votes for each Lot owned by the Company) during any periods of time occurring before the seventh anniversary of the date of the Declaration, when by reason of the annexation of additional land as part of the Property additional Lots owned by the Company exist which, when added to the other Lots then owned by the Company, would result in the Company having more than 50% of the votes of the Association were the Company to have three votes for each Lot owned by the Company instead of only a single vote for each Lot owned by the Company.

ARTICLE IV

Common Area

SECTION 1

The Company shall grant and convey the Common Area shown on the Plat One, College Manor to the Association, or, in the event the Common Area is owned by Anne Arundel County, shall use its best efforts to cause the County to grant and convey the same to the Association and the Association shall take and accept that Common Area, not later than the date the first Lot shown on that subdivision plate which is improved by a dwelling is conveyed to an Owner. At the time of the conveyance that Common Area shall be free of any mortgages, judgment liens or similar encumbrances.

The Association shall hold all Common Areas conveyed to it subject to the following:

- (a) The reservation, to the Company, its successors and assigns, of the beds, in fee, of all streets, avenues and public highways, if any, shown on the subdivision plate which includes the Common Area so conveyed.

- (b) The reservation to the Company, its successors and assigns, of the right to lay, install, construct and maintain, on, over, under or in those strips across land designated on any subdivision plate, as “Drainage and Utility Easement”, “Sanitary Sewer Easement”, “Storm Drain Easement”, “100 Year Floodplain”, “Drainage and Sewer Easement”, “Open Space”, and “Area Reserved for Future Road”, or otherwise designated as an easement area, or on, over, under, or in any portion of any Common Area, pipes, drains, mains, conduits, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone and other public utilities deemed necessary or advisable to provide adequate service to any Lot now or hereafter laid out or established on the Property, or the area in which the same is located, together with the right and privilege of entering upon any Common Area for such purposes and making openings and excavations therein.
- © The reservation to the Company, its successors and assigns of the right to enter upon any Common Area conveyed to the Association for the purpose of construction or completing the construction of improvements and the landscaping of the Common Area.
- (d) The reservation to the Company, its successors and assigns, of the right to continue to use and maintain any storm water management ponds and any sediment control ponds or facilities located on any Common Area conveyed to the Association.

SECTION 2

The Common Areas conveyed to the Association shall be deemed property and facilities for the use, benefit and enjoyment, in common, of each Owner. Except as otherwise permitted by the provisions of this Declaration, no structure or improvement of any kind shall be erected, placed or maintained on any Common Area except: (I) structures or improvements designed exclusively for community use, including, without limiting the generality of the foregoing, shelters, benches, chairs or other seating facilities, fences and walls, walkways, roadways, playground equipment, swimming pools, and tennis courts, and (ii) drainage, storm water and utility systems and structures. The Common Areas may be graded, and trees, shrubs, or other plants may be placed and maintained thereon for the use, comfort and enjoyment of the Owners, or the establishment,

retention or preservation of the natural growth or topography of the Common Areas, or for aesthetic reasons. No portion of any Common Area may be used exclusively by any Owner for personal vegetable gardens, storage facilities or other private uses without the prior written approval of the Association.

SECTION 3

No noxious or offensive activity shall be carried on upon any Common Area nor shall anything be done thereon which will become an annoyance or nuisance to the neighborhood.

SECTION 4

The Association shall improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore and maintain the Common Areas as from time to time improved, together with any items of personal property placed or installed thereon, all at its own cost and expense.

SECTION 5

The right of each Owner to use the Common Areas shall be subject to the terms, conditions, and provisions as set forth in this Declaration and, to any rule or regulation now or hereafter adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas. All such terms, conditions, provisions, rules and regulations shall inure to the benefit of and be enforceable by the Association and the Company, or either of them, their respective successors and assigns, against any Owner, or any other person, violating or attempting to violate the same, either by an action at law for damages or a suit in equity to enjoin a breach or violation, or to enforce performance of any term, condition, provision, rule or regulation. The Association and the Company shall each have the right, summarily, to abate and remove any breach or violation by any Owner at the cost and expense of the Owner.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON AREAS

SECTION 1

The Company shall hold, and hereafter grant and convey the Lots, subject to the covenants, conditions and restrictions herein set forth, which are imposed upon the Lots for the benefit of

the Company, the Association and the Owners, and their respective personal representatives, successors and assigns, to the end and intent that each Owner hold his Lot subject to the following:

Each Owner, in common with all other Owners, shall have the right and privilege to use and enjoy the Common Areas for the purposes for which the same was designed. This right and privilege, which shall be appurtenant to and pass with the title to the Lot and shall include the right to the use and enjoyment of all Common Areas, subject, however, to the right of the Association to charge reasonable admission and other fees for use of facilities within the Common Areas and to the right of the Association to suspend the voting rights and rights to use the Common Areas by an Owner for any period in which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of published rules and regulations of the Association.

SECTION 2

Any Owner may delegate, in accordance with Bylaws of the Association, his right to the use and enjoyment of the Common Areas, and any facilities thereon, to the members of his family, his tenants, or to contract purchasers who reside on his Lot.

SECTION 3

Each Owner shall fully and **faithly** comply with the rules, regulations and restrictions applicable to use of the Common Areas, as these rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Area. Each Owner shall comply with the covenants, agreements and restrictions imposed by this Declaration on the use and enjoyment of the Common Area.

SECTION 4

The rights, privileges and easements of the Owners are at all times subject to the right of the Association to dedicate or transfer all or any part of any Common Area to any public agency, authority or as may be agreed upon by the Association; provided, however, that no such dedication or transfer shall be effective unless approved by a two-thirds (2/3) vote of each class

of members of the Association and the same shall have been consented to by the agency, authority or utility accepting the dedication or transfer.

ARTICLE VI
COVENANT FOR ASSESSMENT

SECTION 1

The Company, for each Lot owned by it within the Property, hereby covenants, and each Owner, by acceptance of a deed hereafter conveying any such Lot to him, whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association (I) annual assessments or charges (ii) special assessments or charges for capital improvements, such annual and special assessments and charges to be established and collected as hereinafter provided. The annual and special assessments or charges together with interest at the rate of ten percent (10%) per annum, and the costs of collection thereof and reasonable attorneys' fees shall be a charge on, and continuing lien upon each Lot against which an assessment is made. Each assessment or charge, together with interest at the rate of ten percent (10%) per annum, and costs and reasonable attorneys' fees incurred or expended by the Association in the collection therefor shall also be the personal obligation of the Owner of the Lot at the time when the assessment fell due or was payable. The personal obligation for any delinquent assessment or charge, together with interest, costs and reasonable attorneys' fees, however, shall not pass to the Owner's successors in title, unless expressly assumed by them.

SECTION 2

The assessments and charges levied by the Association shall be used exclusively for promoting the recreation, health, safety, and welfare of the residents of the property, and in particular for the improvement, operation and maintenance of the Common Areas, including, but not limited to, the payment of taxes (except to the extent that proportionate shares of such public charges and assessments on the Common Areas may be levied against all Lots on the Property by the tax collecting authority so that the same is payable directly by the Owners thereof, in the same manner as real property taxes assessed or assessable against the Lots) and insurance thereon.

SECTION 3

Until December 31st of the year in which the First Common Area is conveyed to the Association, the annual assessment shall be at the rate of \$ ____ per Lot. Thereafter, the maximum permissible annual assessment shall increase each year by ten percent (10%) of the maximum permissible annual assessment for the previous year without the necessity of a vote of the membership of the Association. The maximum permissible annual assessment may be increased above the ten percent (10%) limitation specified in the preceding sentence only by a vote of two-thirds (2/3) of each class of members of the Association, voting in person or by proxy, at a meeting called for such purpose. Notwithstanding anything elsewhere set forth herein, the annual assessments or charges made or levied against any Lot or to which the Company is the Owner on January 1st of the year to which the assessment pertains shall equal twenty-five percent (25%) of the annual assessment or charge made or levied against any other lot on the Property, it being intended that the Company shall not pay more, or less, than twenty-five percent (25%) of the per Lot annual assessment established by the Association under this section.

The Board of Directors of the Association may fix the annual assessment or charges against each member at any amount not in excess of the maximum permissible annual assessment.

SECTION 4

In addition to the annual assessments authorized above, the Association may levy in any year, a special assessment, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on any Common Area, including fixtures and personal property related thereto, provided that such assessment shall first be approved by two-thirds (2/3) of the votes of each class of the members of the Association, voting in person or by proxy at a meeting called for such purpose.

SECTION 5

Except as provided in Section 3 of this Article and in Section 7 of this Article, annual assessments must be fixed at a uniform rate for all Lots.

SECTION 6

Written notice of any meetings of members of the Association called for the purpose of taking any action authorized under Sections 3 or 4 of this Article shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the first meeting, the presence of members, or of proxies, entitled to cast sixty percent (60%) of all of the votes of each class of members entitled to be cast at the meeting shall be necessary and sufficient to constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at any subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting, provided that no subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 7

The annual assessments shall commence on the first date of the month following the first conveyance of a Common Area to the Association.

The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the date fixed for the commencement. The assessments for any year, after the first year, shall be on a calendar year basis and become due and payable on the first day of March of that year.

The amount of the annual assessment for the balance remaining in the first year shall be an amount which bears the same relationship to the assessment provided for in the first sentence of Section 3 of this Article as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the Property at a time other than the beginning of any calendar year.

The due date under any special assessment under Section 4 shall be fixed in the resolution authorizing the special assessment.

SECTION 8

The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of the due date for the payment thereof and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

If the assessment is not paid on the due date, the assessment shall be delinquent and shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot, and there shall be added to the amount of such assessment the reasonable costs of preparing and filing the action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the Court together with the costs of the action. Each Owner of a Lot shall by accepting title thereto be deemed to have assented to the passage of a decree for the foreclosure of any lien upon his Lot which results from his failure to pay an assessment on the due date thereof.

SECTION 9

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages hereafter placed upon the Lot subject to assessment; provided, however, that the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall only extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

ARTICLE VII
GENERAL PROVISIONS

SECTION 1

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

SECTION 2

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first forty (40) year period by an instrument signed by the Owners not less than ninety percent of the Lots, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be recorded among the Land Records of Anne Arundel County.

SECTION 3

Anything set forth in Section 2 of this Article to the contrary notwithstanding, the Company shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented. This unilateral right, power and authority of the Company, may be exercised if and only if either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the Property or any part thereof or any Lots thereon, for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Administration or any successor agencies approve the Property or any parts thereof or any Lots thereon for federally approved mortgage financing purposes, any further amendments to the Declaration made during any period of time when there are Class B members shall also require the prior consent of the agency giving such approval.

STATE OF MARYLAND)
)
County OF Queen Anne's) to wit:

I HEREBY CERTIFY that on this 10th day of December, 1980 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JOSEPH J. SMUCK, Mortgagee, known to me to be the person whose name is subscribed to the within Declaration, and he acknowledged that he has executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____

STATE OF MARYLAND)
)
County OF Queen Anne's) to wit:

I HEREBY CERTIFY that on this 10th day of December, 1980 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared STANLEY SMUCK, Mortgagee, known to me to be the person whose name is subscribed to the within Declaration, and he acknowledged that he has executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____