

27110-20/081WAS

ORDER 1580 FOLD 410

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made this 4TH day of JANUARY 1987, by Pedivord Property Development Corporation, a Maryland corporation, hereinafter referred to as "Declarant."

R E C I T A L S

1. Declarant is the owner of all that land and premises in the Second Election District of Howard County, Maryland, containing 81.268 acres of land, more or less, more particularly described on Exhibit A attached hereto and made a part hereof. All of the foregoing being hereinafter referred to as the "Property."

2 Declarant desires to subject the Property to the covenants, terms and conditions hereinafter set forth in order to insure that the Property will be improved and repaired in a proper manner and in accordance with Howard County requirements.

NOW, THEREFORE, THIS DECLARATION WITNESSETH, Declarant hereby declares that the Property shall be held, conveyed, encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens hereinafter set forth, all of which are for the purpose of enhancing the value and desirability of the Property and shall be deemed to run with and bind the land, and inure to the benefit of and be enforceable by Declarant and its successors and assigns, and, in addition, any person hereafter acquiring or owning any interest in the property, including particularly each record owner, as from time to time determined.

ARTICLE I

DEFINITIONS

As used in this Declaration, the following terms shall have the meanings herein ascribed thereto, except to the extent otherwise expressly provided, or otherwise resulting from necessary implication. The terms herein defined are:

(1) "Architectural Control" shall mean and refer to the control over the design, appearance, and use of the Lots and Structures, as contemplated by this Declaration in order to insure that the property will be improved, maintained, and repaired in a manner acceptable to Declarant and in accordance with Howard County requirements.

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LIBER 1520 FOLIO 411

(2) "Declarant" shall mean and refer to Pedicord Development Corporation, a Maryland corporation, and its successors and assigns, but only if any such successor or assign shall have acquired record title to more than three undeveloped Lots, for the purpose of improvement of each Lot by construction thereon of a single family dwelling.

(3) "Lot" or "Lots" shall mean, refer to, and include one or more of the SEVENTY SEVEN (77) building lots shown on the Plat, excepting in each case any public road or street, no part of which shall be included in any Lot.

(4) "Owner" shall mean and refer to each Record Owner of one or more Lots now or hereafter created or established on the Property.

(5) "Mortgage" shall mean and refer to a mortgage, deed of trust or other conveyance in the nature of a mortgage; and "Mortgagee" shall mean and refer to the grantee named in a Mortgage or other conveyance in the nature of a Mortgage, the beneficiary or creditor secured under any deed of trust, and the heirs, personal representatives, successors and assigns of such grantee, beneficiary or creditor. "First Mortgage" shall mean, refer to and include a Mortgage with priority over all other Mortgages.

(6) "Plat" shall mean and refer to the subdivision plat entitled "LAUREL VALLEY OVERLOOK SE. I AREA I", prepared by Edward C. Cook, dated 11-21-86, and recorded among the Land Records of Howard County at Liber No. , Folio .

PLAT NOS 7034 - 7037

(7) "Property" shall mean and refer to the property first above described.

(8) "Record Owner" shall mean and refer to the person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding record title to a Lot on the Property, as said Lot is now or may from time to time hereafter be created or established, either in his, her or its own name, or as joint tenants, tenants in common, tenants by the entirety, or tenancy in co-partnership, if the Lot is held in such real property tenancy or partnership relationship. If more than one person, firm, corporation, trustee or other legal entity, or any combination thereof, holds the record title to any one Lot, whether in a real property tenancy, partnership relationship or otherwise, all of same, as a unit, and not otherwise, shall be deemed a single Record Owner. The term "Record Owner," however, shall not mean or refer to any contract purchaser, nor the owner of any redeemable ground rent issuing out of any Lot, nor shall it include any mortgagee named in any mortgage covering any Lot, designed solely for the purpose of securing performance of an obligation or payment of a debt.

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BOOK 1520 FOLIO 12

(9) "Structure" shall mean and refer to any thing or device other than trees (except for evergreen trees planted in the form of a hedge or barrier), shrubbery (less than two (2) feet high if in the form of a hedge) and landscaping, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building, garage, porch, shed, greenhouse, or bathhouse, coop or cage, covered or uncovered patio, swimming pool, clothes line, radio or television antenna, fence, curbing, paving, wall, barrier or hedge more than two (2) feet in height (whether made of shrubbery or evergreen trees), signboard trailer) or any other temporary or permanent improvement to such Lot. "Structure" shall also mean (i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow or surface waters from upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot and (ii) any change in the grade of any Lot of more than six inches from that existing at the time of purchase by each Record Owner.

(10) "Unit" or "Units" shall mean and refer to one or more of the single family dwellings built on the Property.

ARTICLE II

PROPERTY SUBJECT TO DECLARATION

The real property which is and shall be held, conveyed encumbered, sold, leased, rented, used, occupied, and improved subject to the terms and provisions of this Declaration is the Property, as described on page one of this Declaration.

ARTICLE III

COVENANTS FOR MAINTENANCE

1. Each Record Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair, including but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. If, in the opinion of the "Architectural Committee," as hereinafter defined, any Record Owner fails to perform the duties imposed by the preceding sentence, Declarant, after fifteen (15) days' written notice to the Record Owner to remedy the condition in question, shall have the right, through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the personal obligation of such Record Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question. Nothing in this Section III.1, however, shall apply to the construction of a Unit on a Lot, provided that such

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LIBER 1580 FOLIO 113

construction otherwise is in compliance with this Declaration. During such construction on any Lot, all debris and equipment shall be removed from the Lot in a timely fashion and the Lot shall be kept in a safe and orderly condition.

2. The lien provided in Article III, Paragraph 1 hereof shall be in favor of the Declarant but shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Lot in question unless a suit to enforce said lien shall have been filed in a court of record in Howard County prior to the recordation among the Land Records of Howard County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

ARTICLE IV

ARCHITECTURAL COMMITTEE; ARCHITECTURAL CONTROL

1. (a) Architectural Control shall be vested solely in the Declarant, who shall have the sole authority to grant all necessary approvals, until the completion and conveyance of the last Unit. Upon completion and conveyance of the last Unit, Architectural Control shall vest in the Architectural Committee which shall be composed of those three or more Record Owners so designated by a majority of the Record Owners, and said Record Owners, voting on the basis of one vote per Lot owned per committee member, shall thereafter have control over the appointment and removal of committee members.

(b) Election of the Architectural Committee members shall take place in the following manner: Sixty (60) days prior to conveyance of the last Unit or prior to the termination of the term of the committee, as the case may be, the Declarant or the Architectural Committee shall in writing notify each Record Owner of the pending change in Architectural Control and shall request nominations to the Architectural Committee from the Record Owners. The Declarant or the Architectural Committee shall provide all Record Owners with a ballot containing the names of all candidates. Election of committee members shall be by written ballot delivered to the Declarant or the committee from the Record Owners ten days prior to the end of the current term. The term of each committee member shall be three (3) years. For the purposes of this paragraph, in the event Declarant shall retain or reacquire any Lot by virtue of foreclosure or other similar proceedings or event, Declarant shall be regarded solely as Record Owner and shall be entitled to vote along with all other owners on the appointment and removal of committee members as their respective terms shall, from time to time, expire or terminate pursuant to the provisions hereof.

(c) The unexcused absence of a committee member from three (3) consecutive regular meetings of the Architectural Committee shall be deemed a resignation. Any member may be

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MEMBER 1580 FOLD 114

removed from the committee, with or without cause, by a majority vote of the Record Owners. In the event of death, resignation or removal of any elected committee member, that member's successor shall be selected by the remaining members and shall serve for the unexpired term of that member's predecessor.

(d) Except as herein provided, the affirmative vote of a majority of the members of the Architectural Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permit, authorization or approval pursuant to directives or authorizations contained herein.

2. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any Lot, unless plans and specifications (including a description of any proposed new use) therefore shall have been submitted to and approved in writing by the Architectural Committee. Such plans and specifications shall be in such form and shall contain such information, as may be required by the Architectural Committee, but in any event shall include (i) a site plan of the Lot showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular Lot (including proposed front, rear and side setbacks and free spaces, if any are proposed) of all Structures, the location thereof with reference to Structures on adjoining portions of the Property, and the number and location of all parking spaces and driveways on the Lot; and (ii) grading and landscaping plans for the particular Lot. Such plans and specifications shall be presented to the Architectural Committee together with a non-refundable fee of One Hundred Dollars (\$100.00), covering the cost of reviewing the plans and specifications.

3. The Architectural Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

(a) failure to include information in such plans and specifications as may have been reasonably requested,

(b) objection to the exterior design, appearance or materials of any proposed Structure;

(c) incompatibility of any proposed Structure or use with existing Structures or uses upon other Lots in the vicinity;

(d) objection to the location of any proposed Structure upon any Lot or with reference to other Lots in the vicinity;

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(e) objection to the grading and landscaping plans for any Lot;

(f) objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed Structure;

(g) objection to parking areas proposed for any Lot on the grounds of (i) incompatibility to proposed uses and Structures on such Lot or (ii) the insufficiency of the size of parking areas in relation to the proposed use of the Lot; or

(h) any other matter which, in the sole and absolute judgment of the Architectural Committee, would render the proposed Structure, Structures or uses in harmonious with the general plan of improvement of the Property or with Structures or uses located upon other Lots in the vicinity, whether based on aesthetic or other reasons.

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

4. Upon approval by the Architectural Committee of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Committee, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

5. The Architectural Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on the Lots, including, without limitation, exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Committee at any time, and no inclusion in, omission from or amendment of any such rule or statement shall be deemed to bind the Architectural Committee to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Architectural Committee's discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver of the Architectural Committee's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any Lot or Lots.

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LIBER 1580 FOLIO 417

compliance issued in accordance with the provisions of this Article IV, Paragraph 7, shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all Structures on the Lot, and the use or uses described therein comply with all the requirements of this Article IV, and with all other requirements of this Declaration as to which the Architectural Committee exercises any discretionary or interpretive powers.

8. The Architectural Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to this Article IV, payable at the time such plans and specifications are so submitted, provided, that such fee shall not exceed the amount chargeable by the appropriate governmental authority for the application for and processing of building permits for structures on the Lot with regard to which such plans and specifications are submitted.

9. Any agent of the Declarant or of the Architectural Committee may at any reasonable time or times enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of Structures thereon are in compliance with the provisions hereof, and neither Declarant nor the Architectural Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE V

RULES AND REGULATIONS

1. Each Lot shall be used for residential purposes only; and no Structure shall be erected, altered or maintained on any Lot other than a single family detached dwelling, except as provided as follows, if permitted within the zoning laws and regulations applicable to the Property:

The Declarant shall have the right to use any Lots, and any improvements thereon, it may own from time to time as sales offices and model units and for such other uses as the Declarant may deem appropriate for the development and marketing of any dwellings now or hereafter located within Turf Valley Overlook (as hereinafter defined), and in furtherance thereof, the Declarant may, among other things, install one or more construction and/or sales trailers upon any such Lot. The Declarant shall also have the right to erect upon any Lot it may own from time to time, and upon any common areas, such advertising and directional signs and other materials as the Declarant shall deem appropriate for the development and marketing of any dwellings now or hereafter located within Turf Valley Overlook.

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All rights of the Declarant pursuant to this Article V(1) shall terminate upon the expiration of eight years after the conveyance of the first Lot by the Declarant to any other Record Owner. Turf Valley Overlook is all that parcel of land shown on the Sketch Plan prepared by Fisher, Collins & Carter, dated October 4, 1985.

2. Each Unit on any Lot shall have at least nineteen hundred (1,900) square feet of living space. Each Unit shall have a two-car garage.

3. No Lot shall be subdivided into two or more lots, except as provided in Article VI of this Declaration.

4. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

5. No Structure of a temporary character, trailer, basement, shack, garage, barn or other outbuilding permitted to be erected on any Lot shall at any time be used as a residence, either temporarily or permanently.

6. No boat, or trailer of any kind, including a house trailer and boat trailer, unless located entirely within the building permitted to be erected, and no commercial or inoperable vehicle of any kind shall be parked or stored on any Lot. For the purposes hereof, an automobile shall be deemed inoperable unless it contains all parts and equipment, including properly inflated tires, in such good condition and repair as may be necessary for any person to drive the same on a public highway. No motor vehicle of any kind shall be repaired, nor shall any maintenance be conducted on any vehicle, on any Lot or street on the Property.

7. Except as otherwise expressly provided in Article V, Paragraph 1, no sign of any kind shall be erected, displayed or maintained on any Lot, except one lawful sign, no more than five square feet, advertising the Lot for sale or rent.

8. No animals, livestock or poultry of any kind, including pigeons, shall be raised, bred or kept on any Lot, except that up to two (2) household pets, including dogs, cats and birds, and an unlimited number of fish, may be kept, provided that no such household pet or fish shall be kept, bred or maintained for any commercial purpose.

9. No fence or wall shall be erected, placed, altered or maintained on any Lot nearer to any street than the minimum building setback line established on the Lot. Where two adjacent dwellings are set back different distances from the street, no fence or wall between such two adjacent dwellings shall be closer to the street than the front wall of the dwelling most distant from said street. No fence or wall shall be erected except in compliance with Article IV hereof, and, when erected, shall not

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LIBER 1580 FOLIO 21

placed or operated upon any Lot except such machinery as is usual in maintenance of a private residence.

4. Notwithstanding other provisions hereir, the Architectural Committee may authorize any Owner with respect to his Lot to:

(a) temporarily use a single family dwelling house for more than one family;

(b) maintain a sign other than as expressly permitted herein;

(c) locate Structures other than the principal dwelling house within set-back areas; or

(d) use Structures other than the principal dwelling house for residence purposes on a temporary basis.

ARTICLE IX

GENERAL PROVISIONS

1. The Declarant or any Record 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 Record Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provisions of this Declaration, which shall remain in full force and effect.

3. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of fifteen (15) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive terms of ten (10) years each, unless terminated prior to the end of any such term, effective as of the end of such term, by an instrument signed by not less than seventy-five percent (75%) of the Record Owners. However, this Declaration may be amended at any time within fifteen (15) years from the date of recordation hereof by an instrument signed by not less than ninety percent (90%) of the Record Owners. Any such instrument shall be recorded among the Land Records of Howard County.

4. Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be

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entitled to relief by way of injunction as well as any other available relief either at law or in equity.

5. Any party to a proceeding who succeeds, by way of judgment which becomes final, in enforcing a provision or enjoining the violation of a provision against a Record Owner may be awarded a reasonable attorney's fee against such Record Owner.

6. The Architectural Committee shall have the right to construe and interpret the provisions of this Declaration, and in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof. Any conflict between any construction or interpretation herein provided for and that of any other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of the Architectural Committee.

The Architectural Committee may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting and promulgating such rules and regulations, and in making any finding, determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Architectural Committee shall take into consideration the best interests of the Record Owners and of the Property to the end that the Property shall be preserved and maintained as a high quality community.

In granting any permit, authorization, or approval, as herein provided, the Architectural Committee may impose any conditions or limitations hereon as it shall deem advisable under the circumstances of each case in light of the considerations set forth in the immediately preceding paragraph hereof.

7. The headings of the Articles herein are for convenience only and shall not affect the meanings or interpretation of the contents thereof.

8. No violation of this Declaration shall defeat or render invalid the lien of any Mortgage made in good faith and for value upon any portion of the Property; provided, however, that any Mortgagee in actual possession, bound by and subject to this Declaration as fully as any other Record Owner of any portion of the Property.

9. Each grantee accepting a deed, lease or other instrument conveying any interest in any Lot, whether or not the same incorporates or refers to this Declaration and to incorporate the same by reference in any deed or other conveyance of all or any portion of his interest in any real property subject hereto.

~~EXHIBIT 1500 FOLIO 430~~

EXHIBIT A

Those lots are identified on plats 7034 through 7039 inclusive as follows:

Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20,
 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37,
 38, 39, 40, 41, 42, 43, 44, 46, 47, 48, 50, 51, 52, 53, 54, 55, 57,
 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74,
 75, 76, 77, 78, 79, 80, and 81.

And additional lands in future sections of Turf Valley Overlook brought
 in by amendment from time to time.

Excluding lots 1, 45, 49, 56, and 82 which are open space lots.

Howard County Land Services, Inc
 1070 R. 116 more 112 and 114
 State St
 Ellicott City, MD 21043

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NUMBER 15801510424

10. Terminology herein relating to gender and number is employed for convenient expression and not for purposes of limiting the applicability of the provisions hereof. The use of the singular shall be taken to include the plural and the use of the masculine gender shall be taken to include all genders.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal on the day and year first above written.

WITNESS/ATTEST:

PEDICORD DEVELOPMENT CORPORATION

George Lynn Bush

By: *Donald R. Reuwer, Jr.* (SEAL.)
Donald R. Reuwer, Jr., President

STATE OF MARYLAND)
COUNTY OF Howard) to wit:

I HEREBY CERTIFY that on this 5th day of January, 1987, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Donald R. Reuwer, Jr., who acknowledged himself to be the President of Pedicord Development Corporation, and that he, as such being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official



George Lynn Bush
Notary Public