

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, made this 21ST day of SEPTEMBER, 1987, by COWPENS, INC. (hereinafter "Cowpens", a corporation, and THE RYLAND GROUP, INC., (hereinafter "Ryland"), a corporation, the said Cowpens and Ryland being hereinafter collectively referred to as "Declarant".

WHEREAS, Cowpens owns the fee simple interest in the lots or parcels of land described in Exhibit "A", which is attached hereto and made a part hereof, hereinafter referred to as the "Cowpens Property", and

WHEREAS, Ryland owns the fee simple interest in the lots or parcels of land described in Exhibit "B", which is attached hereto and made a part hereof, hereinafter referred to as the "Ryland Property"; and

WHEREAS, Cowpens originally subdivided the property designated as the Cowpens Property and the Ryland Property (hereinafter collectively the "Property"), and Cowpens entered into a Contract of Sale with Ryland for lots including the Property described in Exhibits "A" and "B" attached hereto, and Ryland and Cowpens, collectively as Declarant, now desire to subject all of the Property to those certain covenants, agreements, easements and restrictions, hereinafter collectively referred to as the "Brookview Farms Covenants" or the "Covenants" as hereinafter set forth, and

WHEREAS, in order to cause the Brookview Farms Covenants to run with, burden, and bind the Property, Declarant provided and forthwith the Property shall be subject to, and burdened and bound by, Brookview Farms Covenants; and

WHEREAS, Key Federal Savings and Loan Association called the "Bank"), is a mortgagee pursuant to a Mortgage and Financing Statements previously recorded among the Land Records of Baltimore County, Maryland.

NOW, THEREFORE, THIS DECLARATION, WITNESSETH: That for and in consideration of the premises and other good and valuable considerations, the receipt of which, and sufficiency whereof, being hereby acknowledged, the Declarant, with the consent and agreement of the Bank, does hereby ESTABLISH, GRANT, AND SUBJECT the Property to the Brookview Farm Covenants (hereinafter called the "Covenants") imposed hereby.

TRANSFER TAX NOT REQUIRED
Director of Finance
BALTIMORE COUNTY, MARYLAND
Per Bonnie T. Zick
Authorized Signature
Date 10-21-87 Sec. 11-85 DECLARATION

STATE DEPARTMENT OF
ASSESSMENTS & TAXATION

ROJ 10/21/87
CLERK DATE

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE

SIGNATURE ROJ DATE 10/21/87

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TOGETHER WITH and any and all improvements thereon, and all rights and appurtenances thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD, the above property for the benefit of Declarant, their successors and assigns, forever, in fee simple, subject however, to the Covenants, which is hereby covenanted and agreed shall be binding upon the Property, to the end that the Covenants shall run with, bind and burden the Property for and during the period of time specified hereafter.

AND the parties hereto further covenant and declare as follows:

ARTICLE I

DEFINITIONS

Section 1. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the real property hereinabove described and any additions thereto, but with the exception of the areas dedicated and or conveyed to Baltimore County, Maryland, and those Lots conveyed to the State of Maryland. Lot(s) shall include, but not be limited to, the Lots set forth on Exhibit A and B hereto.

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 part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Declarant" shall mean and refer to Cowpens, Inc., and The Ryland Group, Inc., collectively, and their respective successors and assigns.

Section 4. "Easement Area" shall be and refer to the rights and areas defined in Article IV hereof.

Section 5. "Development Period" shall mean and refer to the five (5) year period commencing on the day that this Declaration of Covenants and Restrictions is filed for recording among the Land Records of Baltimore County, Maryland; provided, however, Declarant may terminate the Development Period upon the completion of sales of all homes within the Property, as the same may be extended pursuant to the annexation rights of

Declarant set forth in Article VI hereof, by filing a declaration of such intent among the Land Records of Baltimore County, Maryland.

Section 6. "Structure" shall mean and refer to any thing or device, 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, bath house, coop or cage, covered or uncovered patio, swimming pool, clothes line, radio or television antenna, fence, curbing, driveway, paving, wall, hedge, trees, shrubbery, signboard or temporary or permanent living quarters, including any house 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 of surface water 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 (6) inches from that existing at the time of purchase by each Owner.

ARTICLE II

RESTRICTIVE COVENANTS

1. The Lots shall be used for residential purpose only. The Declarant, however, for itself, its successors and assigns, reserves the right, prior to sale and transfer of any Lot, pursuant to a recorded subdivision plat, to alter, amend and change any lot lines or amend any subdivision plan upon which such lot is shown. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family detached dwelling. No residence, or any part thereof, shall be used for the conduct of any business, commerce, or profession, except that professional uses permitted under applicable ordinance of Baltimore County, Maryland, shall be permitted, subject to compliance with the provisions and requirements of such ordinances. Except for those related to real estate sales and construction, no sign, advertisement, or message shall be displayed or published which offers or implies commercial or professional services, or which might constitute any other kind of business solicitation in or from any residence or residential property.

Notwithstanding the foregoing, during the Development Period, real estate sales and construction offices, displays, signs, and special lighting may be erected, maintained, and operated by Declarant, or its assigns, on any part of the property and on or in any building or structure now or hereafter erected thereon.

of these lines → 2. No clothing, laundry, or wash shall be aired or dried on any portion of the Lots unless the same are hung from an umbrella or retractable clothes hanging device, which is removed from view when not in use, unless the same is enclosed by a fence or other enclosure at least six (6) inches higher than such hanging articles, provided such fence or other enclosure is approved by the Architectural Review Committee.

3. No tree, hedge, or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic.

4. No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood. Property owners shall, at all times, maintain their property and all appurtenances thereto in good repair and in a state of neat appearance. Except for flower gardens, shrubs, and trees which shall be maintained in accordance with good horticultural standards, all lawn areas shall be kept mowed and shall not be permitted to grow to a height in excess of four (4) inches.

5. No sign of any ^{kind} that is illuminated and/or larger than two (2) square feet shall be displayed to the public view on any Lot, except temporary real estate signs not more than four (4) square feet in area, advertising the property for sale or rent, and except for temporary signs erected in connection with the development, construction, lease, or sale of improved lots, and except for display, construction, advertising and sale signs of Declarant during the Development Period. All such temporary signs shall be approved by the Architectural Review Committee.

6. No domestic or wild animal shall be kept or maintained on any Lot; however, any common household pets may be kept or maintained, provided that they are not kept, bred, or maintained for commercial purposes and do not create a nuisance or annoyance to surrounding Lots or the neighborhood, and subject to applicable ordinances of Baltimore County, Maryland.

7. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No accumulation or

storage of litter, new or used building materials, or trash of any other kind shall be permitted on any Lot. Trash, refuse, or waste materials shall not be burned; and incinerators manufactured or designed for the burning of trash, garbage, or waste materials shall not be placed or operated on the property.

8. Until all houses on all of the Lots are occupied by Owners other than Declarant, no person shall paint the exterior of any building without the proposed color having been approved by the Declarant.

9. No Structure or addition to a Structure shall be erected, placed, or altered on any Lot until the plan(s) and specifications, including elevation, material, color, and texture and a site plan showing the location of the improvement with grading modifications shall be filed with and approved by the Architectural Review Committee in writing as to harmony of external design, color, and location in relation to surrounding structures and topography. In no event shall a fence be permitted to be constructed on any portion of a Lot from the front building line to the front lot line or, with respect to a corner lot, from the side building line facing the street to the side lot line. Declarant shall serve as the Architectural Review Committee until such time as all Lots described in Exhibit "A" and Exhibit "B", each attached hereto, have been sold to Owners, as defined above, other than Declarant, and a single family residence shall have been constructed thereon.

10. No junk vehicle, or commercial or industrial vehicles such as, but not limited to, moving vans, trucks, tractors, trailers, wreckers, house trailer or van, compressors, concrete mixers, or buses shall be regularly or habitually parked in front of any Lot or upon any Lot. No storage of boats, boating equipment, travel trailers, camping equipment, or recreational vehicles shall be visible from the street. The location and design of enclosures for boating, camping, traveling or recreational vehicles (other than automobiles) and related equipment shall be approved by the Architectural Review Committee.

ARTICLE III

ARCHITECTURAL COMMITTEE

Section 1. The "Architectural Committee" shall be composed of those three (3) individuals designated from time to time; (i) by Declarant

during the Development Period and until the Owners shall elect their successors, but such period shall not exceed forty-five (45) days after the end of the Development Period; and (ii) by the Owners by election after the Development Period. At such time as the Owners shall elect the members of the Architectural Committee, the members of said Committee shall be Owners of Lots within Brookview Farms and such member shall be elected for a term of one (1) year. The members of the Committee shall be elected by a majority vote of the Owners at an annual meeting of the Owners called for that purpose. Except for the initial meeting of the Owners to elect the members of said committee, the annual meeting shall be held on the first Monday in March of each year for the purpose of electing the members of this Committee and for such other purposes as the Owners shall deem appropriate, the first such annual meeting to occur within thirty (30) days after the expiration of the Development period. Except as hereinafter provided, the affirmative vote of a majority of the membership of the Architectural Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any findings, determinations or rulings. With regard to review of plans and specifications, and with regard to all other specific matters, other than the promulgations of rules and regulations, as may be specified by resolution of the entire Architectural Committee, each individual member of the Architectural Committee shall be authorized to exercise the full authority granted herein to the Architectural Committee. Any approval by one such member of any plans and specifications submitted under this Article III, or the granting of any approval, or authorization by one (1) such member in accordance with the terms hereof, shall be final and binding. Any disapproval or approval, based upon modifications of specified conditions by one (1) such member shall also be binding; provided, however, that in any such case, any applicant for such approval or authorization, and any other Owner may, within ten (10) days after receipt of notice of any such adverse decision, file a written request to have the member in question reviewed by the entire Architectural Committee. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to and reviewed as soon as possible, by the entire Architectural Committee. Thereafter, the decision of a majority of the members of the Architectural Committee with respect to such matter shall be final and binding.

In any case, where the Architectural Committee shall disapprove of 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.

In the event that the Architectural Committee fails to approve or disapprove any plans and specifications, as herein provided, within thirty (30) days after receipt of submission thereof, the same shall be deemed to have been approved as submitted, and no further action shall be required.

Section 2. If any Structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Architectural Committee, pursuant to the provisions of these Covenants, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of these Covenants and without the approval required herein, and, upon written notice from the Architectural Committee, any such Structures so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or realtered, and any such use shall be terminated, so as to extinguish such violation.

Within fifteen (15) days after the notice of such a violation, the Owner of the Lot upon which such violation exists shall take reasonable steps towards the removal or termination of the same. Declarant or the Architectural Committee shall have the right, through its agents and employees, to enforce these Covenants. In the event of such action by the Architectural Committee, it shall act only in its own right, and shall not act as an agent of Declarant for such purpose.

Section 3. Any agent of Declarant or of the Architectural Committee, when the latter entity is entitled to exercise rights of enforcement hereunder, 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 the 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 IV

EASEMENTS

Section 1. Easements and rights-of-way are hereby expressly reserved to Declarant, in, on, over and under the "easement area", as hereinafter defined, on each Lot, for the following purposes.

(a) For the erection, installation, construction and maintenance of:

(i) poles, wires, lines and conduits, and the necessary or proper attachment in connection with the transmission of electricity, telephone, community antenna television cables and other utilities and other similar facilities; and

(ii) storm-water drains, public or private sewers, pipelines for supplying gas, water and heat, and for any other public or quasi-public utility facility, service or function, whether above ground or underground; and

(b) For slope control, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with the slope ratios approved by Baltimore County, or which create erosion or sliding problems, or change, obstruct or retard drainage flow.

Declarant, the Architectural Review Committee and their respective assigns and their respective agents, shall have the right to enter upon all parts of the easement area of each Lot for any of the purposes for which said easement and rights-of-way are reserved.

Section 2. The term "easement area", as used herein, shall mean and refer (1) to those areas on each Lot with respect to which easements may be shown on the recorded subdivision plat relating thereto; and in addition, (2) to a strip of land within the Lot line, ten (10) feet in width in the front and rear of each Lot, and five (5) feet in width on each side of each Lot, each said distance being measured in each case from the Lot line toward the center of the Lot.

Section 3. Declarant does hereby reserve by and for Declarant and for the benefit of the Brookview Farms the right and easement to grant to any unit of government or any utility company providing any utilities to

the Property, having appropriate authority and jurisdiction, a right and easement of ingress and egress to all facilities, structures, or housing used in connection with such utilities, together with a right to view (including the reading of any meters), construct, maintain, repair, and replace such facilities or structures. Any damage to the Property resulting from the exercise of the aforesaid easement(s) shall be repaired by the party causing the same.

Section 4. In those strips or parcels of land designated on the Subdivision Plat as "easement" areas or otherwise designated as easement areas elsewhere in these Covenants or otherwise, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the directional flow of drainage channels or obstruct or retard the flow of water through drainage channels.

Section 5. During the Development Period, real estate sales and construction offices, displays, signs and special lighting may be erected, maintained and operated by Declarant on any part of the Property owned by Declarant and on or in any building or structure now or hereafter erected thereon. Declarant further expressly reserves unto itself, its successors and assigns, in addition to the above, an easement of ingress and egress for the benefit of the Declarant, its employees, subcontractors, successors and assigns, over and upon the front, side and rear yards of all Lots, as may be expedient or necessary for the construction, servicing and completion of dwellings and landscaping upon Lots adjacent to the subject Lot, provided that such easement shall terminate upon the first to occur (a) sixty (60) days after the final completion of all dwellings and landscaping upon all Lots adjacent to the subject Lot, or (b) seven (7) years after the date of this Declaration.

ARTICLE V

ENFORCEMENT, DURATION AND AMENDMENT

Section 1. Enforcement. In addition to the rights of the Declarant and the Architectural Committee provided above, any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants and reservations now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant,

the Architectural Committee or any Owner to enforce any right, provision, covenant, or condition which may be granted by this Declaration shall not constitute a waiver of the right of the Declarant, the Architectural Committee or any Owner to enforce such right, provision, covenant, or condition in the future. All rights, remedies, and privileges granted to the Declarant, the Architectural Committee or any Owner pursuant to any term, provision, covenant, or condition of this Declaration shall be deemed to be cumulative; and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by this declaration, or at law or in equity.

Section 2. Severability. Invalidation of any one of these covenants or restrictions, or a portion of any one covenant by judgment or court order shall in no way affect the balance of such covenant or any other provisions, all of 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, and shall inure to the benefit of and be enforceable by the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of twenty (20) years. Provided, however, that if within six (6) months after the expiration or termination of the Development Period, fifty-one percent (51%) of the Lot Owners express agreement to the termination of these Covenants by written vote at a meeting called for this purpose, written notice of which shall be sent to all Lot Owners in the manner and time hereinafter provided, these Covenants shall thereafter be deemed null and void upon the filing among the Land Records of Baltimore County of a declaration signed by said Owners representing fifty-one percent (51%) of the Lot Owners within Brookview Farms.

The Covenants and restrictions of this Declaration may be amended, in whole or in part, provided that any such amendment during the first twenty (20) year period shall have the assent of at least sixty percent (60%) of the Lot Owners, and thereafter any amendment shall have the assent of fifty-one percent (51%) of the votes of the Lot Owners, at a meeting duly called for this purpose, written notice of which shall be

sent to all Lot Owners not less than thirty (30) days not more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. Any amendment or declaration of termination must be properly executed and acknowledged (in the manner required by law for the execution and acknowledgement of deeds) by the Owners and recorded among the Land Records of Baltimore County, Maryland.

Section 4. No provision herein is intended to be or shall be construed as, a condition subsequent or as creating a possibility of reverter.

Any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction, as well as any other available relief, either at law or in equity.

Any party to a proceeding who succeeds in enforcing a provision or enjoining the violation of a provision against a Lot Owner shall be entitled to an award of a reasonable attorney's fees against such Lot Owner.

Section 5. The Declarant and the Architectural Committee shall have the right to construe and interpret the provisions of the 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 Declarant or of the Architectural Committee when acting as set forth above.

ARTICLE VI

THE PROPERTY SUBJECT TO THIS DECLARATION

AND AGREEMENT: ANNEXATION OF ADDITIONAL LANDS

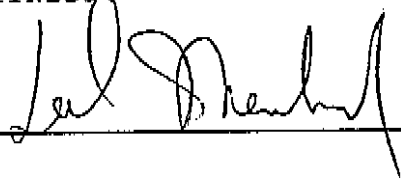
Section 1. The Lots described in Article I, Section 1 are a portion of a larger area of land owned by Declarant. Each Owner and each Tenant, by the act of becoming such, shall be taken to have acknowledged and agreed (i) that the Lots described in Article 1, Section 1, shall be the only property subject to the Covenants, and (ii) that neither anything contained in this Declaration nor in any recorded or unrecorded plan, map,

picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting or requiring Declarant or any successor or assignee to or of any of the aforementioned, to subject, to this Declaration or any other declaration or agreement, any property or land now or hereafter owned by any of them other than that described in Article I, Section I above. The fact that terms or provisions set forth in separate or additional declarations and agreements relating to property or lands other than the Lots may be similar or identical, in whole or in part, to the Covenants set forth in this Declaration shall not be construed to mean that it was the intent or purpose therein to subject any additional property or lands to this Declaration or any terms or provisions thereof.

Section 2. Declarant may, from time to time, annex additional lands to the property, and thereby subject the same to the Covenants, by the execution and filing for recordation among the Land Records of Baltimore County of an instrument expressly stating an intention so to annex and describing such additional lands to be so annexed. During that five (5) year period commencing with the date of the recording of this Declaration, Declarant may annex additional lands to the property in its absolute discretion.

WITNESS the following signature and seals.

WITNESS:



ATTEST:




ATTEST:



KEY FEDERAL SAVINGS AND
LOAN ASSOCIATION

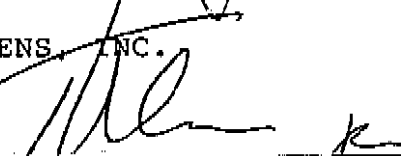
BY:



John J. Davis, Executive Vice President

COWPENS, INC.

BY:



Thomas W. Sperl, President

THE RYLAND GROUP, INC

BY:

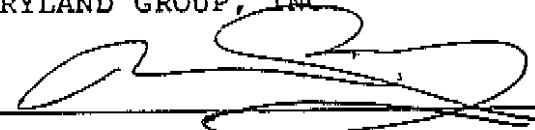


EXHIBIT A

Lots Nos. 1 through 21, 24 through 48, and 50 through 62, inclusive, in the development known as Brookview Farms, as shown on the subdivision plats entitled "Plats of Section One, Plats "B", "C", and "D", and Amended Plat of Section One, Plat "A", Brookview Farms", recorded in the Land Records of Baltimore County in Plat Books EHK, Jr. No. 54, folios 108, 109, and 110, and No. 55, folio 12.

EXHIBIT B

Lots Nos. 22 and 23 in the development known as Brookview Farms, as shown on the subdivision plat entitled "Plat of Section One, Plat "B", Brookview Farms", recorded in the Land Records of Baltimore County in Plat Book EHK, Jr. No. 54, folio 108.

The Ryland Group, Inc.
1300 York Rd. St. 110
Juttenville, MD 21093
Attn: M. Brodsky