

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, Made on this 18th day of December, 1980, by OGLETON ASSOCIATES, a Maryland Limited Partnership, hereinafter referred to as "DECLARANT", and PULTE HOMES CORPORATION, a body corporate of the State of Delaware, a Developer.

WHEREAS, DECLARANT is the contract purchaser of certain property in the Second Election District of Anne Arundel County, State of Maryland, a portion of which is known as Plat 1, Section 1, of the subdivision entitled "OGLETON", which is more fully shown on the Plat thereof recorded among the Plat Records of Anne Arundel County in Book 75, Page 36, and

WHEREAS, PULTE HOMES CORPORATION has acquired the majority of the lots shown on the aforementioned Plat 1 and joins herein for the purpose of subjecting those lots to this Declaration.

NOW, THEREFORE, WITNESSETH, DECLARANT and PULTE HOMES CORPORATION do hereby declare that all of the properties as hereinafter defined shall be held subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any rights, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall enure to the benefit of each owner thereof.

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ARTICLE 1
DEFINITION

Section 1. "Association" shall mean and refer to the Ogleton Property Owners Association, Inc., a non-profit corporation, its successors and assigns.

Section 2. "Common Area" shall mean all real property owned by the Association including all recreational areas, open space areas, and other areas dedicated on the Plats of OGLETON for the common use and enjoyment of the "Owners".

Section 3. "Developer" shall mean and refer to that individual, partnership or corporation that acquires from DECLARANT more than one undeveloped lot and develops the same.

RULLMAN, STEVENS
AND ROBYER, P.A.
ATTORNEYS AND
COUNSELORS AT LAW
7 WILLOW STREET
ANNAPOLIS, MD 21401

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Section Four. "Lot" shall mean and refer to any plot of land shown upon any recorded plat of the properties with the exception of the common areas.

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

Section Six. "Properties" shall mean and refer to that certain real property hereinbefore referred to as Section 1, Plat 1, OGLETON, and such additions to said subdivision as may be created by the DECLARANT and subjected to these covenants, conditions and restrictions by reference in the deed to a developer.

ARTICLE II MEMBERSHIP

Section 1. The Association shall have two classes of voting membership:

a. Class A. Class A members shall be all owners of lots with the exception of the DECLARANT and developers, and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

b. Class B. Class B members shall be the DECLARANT and the developers, and they shall be entitled to three (3) votes for each lot owned and they shall be apportioned between the DECLARANT and the developer in accordance with their respective ownership of lots. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership,

or December 1st, 1990, whichever first occurs, provided that DECLARANT and/or developer reserves the right for itself/thereself, in the event of termination of Class B membership prior to the terminal date above set forth to revive the said Class B membership by the filing of an additional plat or plats subject to the termination of this Declaration.

ARTICLE III MAINTENANCE ASSESSMENTS

Section 1. Creation of lien and personal obligation.

Each owner of a lot within the properties, hereby covenants, and each owner of any such lot by acceptance of the deed therefor, whether or not it shall be so expressly stated in such deed, is deemed to covenant and agree to pay to the Association by the acceptance of such deed: (1) an annual assessment or charges, and (2) special assessments for capital improvements, such assessments to be established as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continual lien upon the property against which each such assessment is made until paid. Each such assessment, together with the interest, costs and reasonable attorney's fees, shall also be the personal obligation of the persons who were the owner of such property at the time when the assessment first became due.

Section 2. Assessment purposes. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the OGLETON SUBDIVISION and for the improvements and maintenance of its common areas.

Section 3. Annual Assessment. The annual assessment shall be One Hundred Eighty Dollars (\$180.00) per improved lot (one with a dwelling thereof) and Forty-Five Dollars (\$45.00) per unimproved

lot adjusted to the date of January 1 of each year and the first of such assessments as to all lots shown on a recorded plat of the section or part thereof to be due and payable at the time the first lot of said plat is transferred from the developer to an owner, and then shall be due and payable on each January 1st thereafter.

a. From and after January 1 of each year immediately following the conveyance of the first lot to an owner, the Board of Directors of the Association may increase the annual assessment each year not more than Eight Percent (8%) above the maximum assessment from the previous year without a vote of the membership.

b. From and after January 1st of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above Eight Percent (8%) only by a vote of two-thirds (2/3) of each class of the members who are voting in person or by proxy at a meeting duly called for that purpose.

Section 4. Uniform rate of assessment. Both annual and special assessments must be fixed at a uniform rate for all lots held by owners and may, in the discretion of the Association, be collected on a monthly, quarterly, semi-annual or annual basis.

Section 5. Special assessments. In addition to the annual assessments provided for above, the Association may at a special meeting called for that purpose, after written notice sent to all members not less than twenty (20) days, nor more than forty (40) days in advance of the meeting, by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common areas, including

fixtures and personal property related thereto.

Section 6. Fixing of annual assessments. The date of the annual assessment shall be January 1 of each year and the amount thereof shall be paid in accordance herewith by December 1st or immediately prior thereto. Written notices of the annual assessment shall be sent to each owner subject to the assessment. The due date of the assessment shall be January 1. The Association shall upon request, and subject to a reasonable administrative charge, furnish a certificate signed by the duly authorized officer of the Association setting forth whether the assessment on the specified lot had been paid.

ARTICLE IV REMEDIES FOR NON-PAYMENT OF ASSESSMENT

Section 1. Delinquency. Any assessment provided for in this Declaration not fully paid within sixty (60) days after being due, shall be delinquent. The assessment shall bear interest from the date of delinquency at the rate of Eight Percent (8%) per annum, and the Association may, at its option,

a. Bring an action at law against the owners personally obligated to pay the same, together with interest, cost, and reasonable attorney's fees, or

b. Foreclose the lien created by the delinquent assessment as a charge against the lot by foreclosure by complying with the provisions of the laws of the State of Maryland and the Maryland Rules or Procedure applicable to the exercise of the Power of Sales and Mortgages and Deeds of Trust, and for the purpose thereof the owners of any lot by the acceptance of any deed therefore, whether or not it shall be expressed in such deed, is deemed to have covenanted and agreed to grant unto the Association a power of sale upon delinquency and notice of lien for the delinquent assessment, interest, costs and reasonable attorney's fees.

Section 2. Notice of lien. No action shall be brought to collect a delinquent assessment as herein provided unless at least thirty (30) days prior thereto a notice of the claim of lien is forwarded by first class mail, certified or registered, return receipt requested, postage prepaid, to the owner of said lot, setting forth a good and sufficient legal description of any such lot, the record owner or reputed owner thereof, and the amount claimed. The thirty (30) days herein provided shall count from the date shown on the return receipt of said mail. If the owner, or reputed owner, refuses receipt of said mail, then the Association may give said thirty (30) days notice by posting upon the front door to the improvements located on said property a copy of the notice of claim of lien and a certificate of person so posting shall be considered adequate proof of the giving of said notice.

Section 2. Curing of default. Upon the timely curing of any default for which a notice of lien was given by the Association, the officers of said Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment of the defaulting owner of a fee, to be determined by the Association, but not to exceed Fifteen Dollars (\$15.00), to cover the cost of preparing and filing or recording such release.

Section 3. Remedies cumulative. The assessment lien and the right to foreclose and sell hereunder shall be in addition to and not substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law.

Section 4. Priority of assessment lien. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage but otherwise shall enjoy the same priority as other mortgages or liens. Sale or transfer of any lots shall not affect the assessment lien. However, the sale or transfer

of any lot pursuant to a foreclosure of any mortgage or deed of trust or any proceeding in the nature thereof shall extinguish the lien of any such assessments which became due after the recording of the security instrument being foreclosed, but before such foreclosure sale and transfer. No such sale or transfer shall release such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V ARCHITECTURAL CONTROL

No building, addition to a building, or structure of any nature whatsoever including fences, shall be commenced, erected or altered until the complete building plans and specifications for the same, including its proposed location upon its lot, have been submitted to the DECLARANT in duplicate and approved by the DECLARANT in writing. If the DECLARANT shall not approve or disapprove such plans and specifications in writing within thirty (30) days from their date of submission, it shall be conclusively presumed that the DECLARANT has approved the plans and specifications as submitted. No additional buildings, fence, walls or other structure, shall be commenced, erected, or maintained upon the properties, nor shall any changes thereto affecting shape, height, and location of the same be made until the plans and specifications shall have been submitted to and approved in writing by an Architectural Control Committee to be appointed by the Board of Directors of the Association. In the event the Committee fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have fully complied with.

ARTICLE VI PROPERTY RIGHTS

Section 1. Owners' easements of enjoyment. Each owner shall have the right and enjoyment in and to the common areas

which shall be appurentant to and shall pass with the title to every lot, subject to the following restrictions:

a. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon a common area.

b. The right of the Association to suspend the voting rights and the right to use the recreational facilities and to have access to the common areas for any period during which any assessment against the owners' lot remains unpaid sixty (60) days after due.

c. The right of the Association or a duly designated committee to suspend the right to use recreational facilities or to have access to the common areas for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

d. The right of the Association to dedicate or transfer all or any part of the common areas to any public agency, authority or utility for such purposes and subject to such conditions which may be agreed to by the members at a duly called special meeting for that purpose. No such dedication or transfer shall be effective unless written notice of this meeting shall be sent to all members not less than twenty (20) or more than forty (40) days in advance of such meeting, nor shall such dedication or transfer be effective unless approved by two-thirds (2/3) of each class of members present at said meeting either in person or by proxy, said transfer to indicate under affidavit of the secretary of the Association compliance with this provision.

e. The right of the Association to establish uniform rules and regulations pertaining to the use of the common areas or facilities thereon.

f. The right of the Association to limit the number of guests of members.

g. The right of the DECLARANT and the developers, and their sales agents and representatives, to the non-exclusive use of the common areas for display and exhibit purposes, which right DECLARANT and developers hereby reserve, so long as there is a Class B membership as herein provided, and provided further, that no such use by the DECLARANT, developers, or their sales agents or representatives shall otherwise restrict the members in the use and enjoyment of the common areas or facilities thereon.

Section 2. Delegation of use. Any owners may delegate, in accordance with the By-Laws of the Association, his right of enjoyment of the common areas and facilities to members of his family, his tenants, guests, or contract purchasers who reside upon the property.

Section 3. Non-waiver. No members may exempt himself from personal liability for assessments to be levied by the Association, nor release the lot conveyed by him from the liens and charges thereof, by waiver of the use and enjoyment of the common areas or the facilities thereon, or by abandonment of his lot.

ARTICLE VII USE RESTRICTIONS

In addition to all other restrictions and covenants contained herein, use of the properties and each lot therein is subject to the following:

Section 1. None of the lots shall be used except for residential purposes. Nor more than one (1) dwelling house and appurtenant private structures shall be erected on each lot, and such dwellings shall be for a single family use only.

Section 2. No structure of a temporary character, trailer, tent, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, camper, boat or similar equipment shall be permitted to remain upon any lot within the properties unless

suitably screened by plantings or placed or maintained within an enclosed garage or carport.

Section 3. No animals, livestock or poultry or any kind shall be raised or kept on any lot except that dogs, cats or other regulations as may be adopted by the Association. Notwithstanding the foregoing, no animals or fowl may be kept on the properties which result in annoyance or are obnoxious to residents in the vicinity.

Section 4. All rubble, trash and garbage shall be regularly removed from the lots, and shall not be allowed to accumulate thereon. Each lot owner shall keep grass and other foliage neatly trimmed. All clotheslines, refuse containers, wood piles, storage areas, machinery and equipment shall not be permitted on any lot unless appropriately screened from view from the adjoining lots. Nothing herein contained shall be deemed to apply to the storage on the properties by the DECLARANT or developers of building materials during, and for use in, the construction of improvements on the properties.

Section 5. No sign or billboard of any kind shall be displayed to public view on any portion of the properties or any lot, except one (1) sign for each building site, of not more than eighteen inches (18") by twenty-four inches (24"), advertising the property for sale or rent. This provision is not to apply to DECLARANT and to developers advertising the property for sale during the construction and sales period.

Section 6. No noxious or offensive activity shall be carried on upon any lot or any part of the properties; nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners, or which shall in any way increase the rate of insurance.

Section 7. All owners and occupants of lots shall abide by the By-Laws and any rules and regulations adopted by the Association.

ARTICLE VIII
UTILITIES

The rights and duties with respect to sanitary sewer and water, cable television, electricity, gas and telephone lines and facilities shall be governed by the following:

Section 1. Whenever sanitary sewer storm water, water, electricity, gas, cable television or telephone connections, lines, cables or any portion thereof, are or have been installed within the properties, the owner of any lot, or the Association in the case of a common area, served by said installation, shall have the right, and are hereby granted an easement to the extent necessary therefore to enter upon or have the utility company enter upon any portion of the properties upon which the installations lie, to repair, replace and generally maintain said installations.

Section 2. The right granted in Section 1 above shall be only to the extent necessary to entitle the owner or Association serviced by said installation to its full and reasonable use and enjoyment, and provided further that anyone interested in the said right shall be responsible for restoring the surface of the easement area so used to its condition prior to such use.

Section 3. In the event of a dispute between owners with respect to the repair or rebuilding of such conditions, or with respect to the sharing of the costs thereof, upon written request of one of such owners addressed to the Association, the matter shall be submitted to the Board of Directors, who shall decide the dispute and the decision of the Board shall be final and conclusive on the parties involved.

Section 4. Easement over the common areas for the installation and maintenance of drainage, water, sanitary sewer,

electric, cable television, and telephone lines and facilities and the like, are hereby reserved by DECLARANT, its successors and assigns.

Section 5. Duties and powers of the Association. In addition to the duties and powers of the Association enumerated herein, and in its Articles of Incorporation and By-Laws, and without limiting the generality thereof, the Association shall:

a. Own, maintain and otherwise manage all of the common areas and all facilities, improvements and landscaping thereon, and all other property acquired by the Association.

b. Pay any real and personal property taxes and other charges assessed against the common areas.

c. Have the authority to obtain for the benefit of the common areas all water, gas, sewer and electrical services and refuse collection and to pay for such services.

d. Grant easements where necessary for utilities and sewer facilities over the common areas to serve the common areas and lots.

e. Contract for and pay fire, casualty, liability and other insurance insuring the Association, Board of Directors and owners with respect to the common areas, facilities, improvements owned by the Association.

f. Contract for and pay maintenance, gardening, utilities, material and supplies and services relating to the common areas, and to employ such personnel as necessary, including legal and accounting services.

g. Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided any contract with a person or firm appointed as a managing agent shall provide for the right of the Association to terminate the same at the first annual meeting of the members of the Association.

h. Delegate its powers to its committees, all officers and employees.

i. At the request of the public body authorized to accept such, dedicate those portions of the common areas for use of vehicle ingress and egress as public streets.

ARTICLE IX EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance on the Common Properties and after thirty (30) days written notice to any Owner which shall specify the required maintenance, the Association shall have the right but not the obligation to provide (a) maintenance upon vacant lots and (b) maintenance upon every improved lot. Such maintenance may include paint, repair, replace and care of roofs, gutters, downspouts and exterior improvements. Such maintenance as to a vacant lot may include the mowing of grass and weeds, the trimming of shrubs, or the removal of trash and litter.

Section 2. Assessment of Cost. The cost of any such maintenance shall be assessed against the lot upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such lot is subject, and, as part of such annual assessment or charge, it shall be a lien against any such lot, or lots, as heretofore defined and limited, and a personal obligation of the owner, and shall become due and payable in all respects as provided herein.

ARTICLE X GENERAL PROVISIONS

Section 1. The Association, or any owner, shall have the right to enforce by any proceedings 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 restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. The covenants and restrictions of this Declaration shall run with and bond the land for a term of twenty (20) years after the date of recordation of this Declaration after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended during the first twenty (20) years period by an instrument signed by not less than Seventy Percent (70%) of the lot owners, and thereafter by an instrument signed by not less than Sixty Percent (60%) of the lot owners. Any such amendment shall be effective upon recording with the Clerk of the Circuit Court for Anne Arundel County, Maryland.

Section 3. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions.

Section 4. DECLARANT may subject additional residential property and common areas to this Declaration by incorporating it by reference into any deed to a developer provided that such additional residential property was a part of the property known as BAY RIDGE FARM, formerly owned by CATRINA B. LEE (nee BOWIE).

Section 5. FHA/VA approval. As long as there is a Class B membership, the following actions require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of common areas, and amendments of this Declaration, covenants, conditions and restrictions.

Section 6. In the event that any portion of the herein described properties or any portion of property hereafter annexed shall be financed by or shall be sought by DECLARANT to be financed by loans insured by the Veterans' Administration or the Federal Housing Administration or in the event that any loans secured by first mortgagee on any "lots" and/or "Dwelling Units" are purchased by the Federal Home Loan Mortgage Corporation

by the Federal National Mortgage Association or by a similar type organization, the Board of Directors of the Association may without the assent of the membership being required, amend this Declaration and do such other acts as are necessary to comply with the requirements of the Veterans' Administration, the Federal Housing Administration, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or said similar type organizations as the case may be. Any amendment must be properly recorded.

Section 7. Upon termination of the Class B Membership as herein provided, all rights and privileges reserved herein to DECLARANT shall automatically vest in the Association.

IN WITNESS WHEREOF, the DECLARANT by RICHARD T. MCGRAW, JR., a General Partner of OGLETON ASSOCIATES, and PULTE HOMES CORPORATION, by L. RAYMOND SMITH, Attorney-in-fact, have executed this instrument this 18th day of December, 1980.

WITNESS:

OGLETON ASSOCIATES

BY:

Richard T. McGraw, Jr.
RICHARD T. MCGRAW, JR.
General Partner

PULTE HOMES CORPORATION

BY:

L. Raymond Smith
L. RAYMOND SMITH
Attorney-in-fact

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

I HEREBY CERTIFY that on this 18th day of December, 1980, before me the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared RICHARD T. MCGRAW, JR., General Partner of OGLETON ASSOCIATES, and L. RAYMOND SMITH, Attorney-in-fact of PULTE HOMES CORPORATION, and acknowledged the foregoing to be their act and deed.

Harvey D. Shucutt
NOTARY PUBLIC

My Commission expires: July 1, 1982.

Mailed to: ROLMAN + STEVENS