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DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
HAWKINS COVE

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THIS DECLARATION is made this 4 day of December, 1990, by Boucher Avenue Partnership, a Maryland General Partnership ("the Declarant"), Severn Savings Bank, F.S.B. and Ronald Hollander ("the Current Mortgagees").

EXPLANATORY STATEMENT: The Declarant is the owner of the real property ("the Property") located in the City of Annapolis and the Sixth Assessment District of Anne Arundel County, Maryland which is more particularly described in the Exhibit A attached hereto, which said Exhibit A is herein incorporated by reference. Legal title to all or part of the Property is now held for and on behalf of the Declarant by Boucher Avenue Partnership. Pursuant to Deeds of Trust from the Declarant et al. to Trustees for the benefit of Severn Savings Bank, F.S.B., dated June 16, 1988 and _____ and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4628, Folio 241, and Liber 4904, Folio 706, respectively, as amended and modified by Agreement dated _____ and recorded among the Land Records of Anne Arundel County in Liber _____, Folio _____, and a Deed of Trust to trustees for the benefit of Ronald B. Hollander, and dated June 16, 1988 and recorded among the Land Records of Anne Arundel County in Liber 4628, Folio 265, the Current Mortgagees are the present holder of a security interest in the Property securing obligations of the Declarant.

The Declarant desires to create a planned residential community ("Hawkins Cove") upon the Property pursuant to a general plan of development for the benefit of all owners of residential property within this planned unit development. The Declarant desires to provide permanent common areas within Hawkins Cove for the benefit of this community. The Declarant further desires to provide for the preservation of the values and amenities in this community and for the maintenance of said common areas. Finally, the Declarant desires to provide a flexible and reasonable procedure for the overall development of Hawkins Cove and to establish a method for the administration, maintenance, preservation, use and enjoyment of all such real property located thereat as is now or may hereafter be subjected to this Declaration. To these ends, the Declarant desires to subject the real property described in Exhibit A to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which shall be for the benefit of the Property and the subsequent owners thereof. The current Mortgagees join herein for the purpose of subordinating their above-described security interests in and to the Property to the legal operation and effect of this Declaration. In conjunction herewith, the Declarant has caused to be incorporated, or simultaneously with the recording of this Declaration will cause to be

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incorporated, under the laws of the State of Maryland, a nonprofit Maryland corporation without stock named Hawkins Cove Homeowners Association, Inc."

NOW, THEREFORE, the Declarant hereby declares that all of the real property described in the Exhibit A attached hereto (which said Exhibit A is herein incorporated by reference) is and hereafter shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (all of which are sometimes hereinafter collectively referred to as "covenants and restrictions") hereinafter set forth, all of which are declared and agreed to be in aid of a plan for improvement of the Property and such additional real property as shall hereafter be subjected to the legal operation and effect of this Declaration and all of which shall be deemed to run with and bind the land submitted to this Declaration and to inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and any person acquiring or owning an interest in the Property and such additional real property, including, without limitation, any person who holds such interest solely as security for the performance of an obligation.

ARTICLE I

Definitions

When used in this Declaration, the word or words listed below within quotation marks shall be deemed to have the meanings which follow them in the same section:

Section 1. "The Association" shall mean and refer to Hawkins Cove Homeowners Association, Inc., a Maryland nonprofit Maryland corporation without stock, and its successors and assigns.

Section 2. "The Articles" shall mean and refer to the Articles of Incorporation of the Association, as such may be duly amended from time to time.

Section 3. "Assessments" shall mean the general and special assessments payable by Owners to the Association.

Section 4. "The Board" shall mean the Board of Directors of the Association.

Section 5. "The Bylaws" shall mean and refer to the duly adopted bylaws of the Association, as such may be amended from time to time.

Section 6. "The Common Areas" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners of the Lots, together with the improvements located thereon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining. "The Common

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) MMR 5224, p. 0732, MSA_CE59_5568. Date available 06/24/2005. Printed 08/02/2017.

Areas" shall specifically include the roadways and streets within the Property.

Section 7. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Articles and/or the Bylaws.

Section 8. "The Declarant" shall mean and refer to Boucher Avenue Partnership, a Maryland General Partnership, established pursuant to the laws of the State of Maryland, and its successors and assigns; provided, however, that the rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant pursuant to this Declaration, the Articles, or the Bylaws shall not inure to the benefit or burden of the successors and assigns of the said Boucher Avenue Partnership, a Maryland General Partnership, except to the extent that any of the rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred to any successors or assigns by a recorded writing.

Section 9. "Lot" or "Lots" shall mean and refer to those bounded lots or parcels of land other than the Common Areas as shown on the Plat.

Section 10. "Mortgagee" shall mean and refer to the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Lots. "Mortgage", as used herein, shall include a deed of trust. "First Mortgage", as used herein, shall mean a mortgage with priority over other mortgages. As used in this Declaration, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in this Declaration, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan association, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, the Federal National Mortgage Association ("the FNMA"), the Federal Home Loan Mortgage Corporation ("the FHLMC"), all corporations, and the Federal Housing Administration (the "FHA"), the Veterans Administration (the "VA") and any other agency or department of the United States Government or of any state or municipal government. As used in this Declaration, the terms "Holder" and "mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof.

Section 11. "Member" and "Members" shall mean and refer to the person, or the combination of persons, including contract sellers, holding the record fee simple or perpetually renewable leasehold title to a Lot in the Property, as the Lot is now or may from time to time hereafter be created or established. The term "Member" shall not mean any contract purchaser, or the owner of any redeemable ground rent reversion issuing out of any Lot, nor shall it include any mortgagee

or other person holding an interest in a Lot as security for the performance of an obligation.

Section 12. "Owner" and "Owners" shall mean and refer to the person or the combination of persons, including contract sellers, holding the record fee simple or perpetually renewable leasehold title to a Lot in the Property, as the Lot is now or may from time to time hereafter be created or established. The term "Owner" shall not mean any contract purchaser, or the owner of any redeemable ground rent reversion issuing out of any Lot, nor shall it include any mortgagee or other person holding an interest in a Lot as security for the performance of any obligation.

Section 13. "Person" shall mean and refer to a natural person, a corporation, a partnership, an unincorporated association, a trust, an estate, or any other type of entity, or any combination thereof.

Section 14. "The Plat" shall mean and refer (collectively) to that certain plat entitled Hawkins Cove, by Sigma Associates, Inc., which said plat is recorded among the Plat Records of Anne Arundel County, Maryland at Plat Book 124, page 5, as well as such other plats as are recorded among the said Land Records with regard to the Property or any other real property subjected to the legal effect and operation of this Declaration. In the event that all or any of the said record plats is amended by the Declarant, its successors or assigns by a subsequent recorded plat or plats, "the Plat" shall refer to the said plats as so amended.

Section 15. "The Property" shall mean and refer to all that real property situate, lying and being in the City of Annapolis and the Sixth Assessment District of Anne Arundel County, Maryland and more particularly described in the Exhibit A attached hereto (said Exhibit A is hereby incorporated by reference herein.) In the event that other real property is hereafter submitted and subjected to the legal effect and operation of this Declaration, such other real property shall thereupon become a part of "the Property".

Section 16. "Rules and Regulations" shall mean such rules and regulations as may be adopted by the Board governing (i) use of the Common Areas, including any improvement and amenities located thereon; (ii) additions, alterations, and improvements on or to the Lots; (iii) reasonable interpretation and construction of the provisions of the Declaration, the Articles, and the Bylaws; and (iv) such other matters as are specified as the subjects for such Rules and Regulations in this Declaration, the Articles or the Bylaws.

Section 17. "Hawkins Cove" shall mean and refer to that certain residential planned unit development and community being developed or intended to be developed by the Declarant at the Property and in the nearby vicinity.

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Section 18. "Subsequent Amendment" shall mean an amendment to this Declaration which adds additional property to that which is subject to the legal effect and operation of this Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Subsequent Amendment to the provisions of this Declaration.

ARTICLE II

Property Subject to this Declaration and Additions Thereto

Section 1. Initial Property. The real property initially subject to this Declaration is the Property (as more particularly described in the Exhibit A attached hereto).

Section 2. Additions. Additional real property may be subjected to the provisions of this Declaration and the jurisdiction of the Association in the following manner: Upon the written approval of the Association after the Association has obtained the assent of the holders of three-fifths (3/5) of the votes of each class of Members present in person or by proxy at the meeting at which the vote is taken, the owner of any real property who desires to subject it to the legal operation and effect of this Declaration may do so by recording among the aforesaid Land Records a Subsequent Amendment to this Declaration describing the additional land and stating that it is subject to this Declaration. Such Subsequent Amendment shall include an affidavit by the president of the Association that the annexation thereby effected has received the required assent of the Members prescribed in this section.

Section 3. Mergers. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to the properties, rights, and may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon the Property and any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by this Declaration within the Property except as hereinafter provided.

Section 4. Agency Approval. Notwithstanding the other provisions contained in this article, in the event that the FNMA, the FHLMC, the VA, the FHA or any other agency or quasi-agency of the United States, insures or finances any purchase money mortgage for any of the Lots and the regulations or procedures of such agency require approval of

annexations to the Property by such agency or determination by such agency that such annexations are consistent with the general plan of development for Hawkins Cove, then such approval or determination shall be a prerequisite to such annexation.

Section 5. No Annexation by Implication. No provision of this Declaration shall be construed to require the Declarant or any other person to annex any real property to the Property or to the scheme of the covenants and restrictions herein contained. The community contemplated by this Declaration, including parcels of real property intended to be annexed to the Property hereafter may include a diversity of lot sizes and housing types and styles.

Section 6. Effect of Annexation. Any additional real property annexed to the Property and made subject to the legal effect and operation of this Declaration pursuant to this article shall be considered a part of the Property for all purposes of this Declaration, and all votes of the Class A of the Members appurtenant to the Lots contained in such additional annexed real property shall be aggregated with votes of existing Class A Members, it being intended that any Class A voting requirements need not be fulfilled separately for the real property annexed pursuant to any Subsequent Amendment.

ARTICLE III

Property Rights

Section 1. Members' Easements of Enjoyment. Subject to the provisions of this Declaration and any restrictions or limitations contained in any deed or Subsequent Amendment conveying such property to the Association or subjecting such property to the legal operation and effect of this Declaration, each Owner shall have a non-exclusive right and easement of enjoyment in and to, and ingress and egress into and from the Common Areas. Such easements shall be appurtenant to and shall pass with the title to each Owner's Lot.

Section 2. Title to Common Areas: Easement for Completion. The Declarant shall cause to be conveyed to the Association, and the latter shall take and accept legal title to, all Common Areas included within the Property. In the event that any improvements on any Common Areas added to the Property are not completed at the time such area is conveyed to the Association, the Declarant reserves an easement on, over, under, across and through such area to complete construction of the improvements thereon. The Association shall hold the Common Areas conveyed to it subject to the property rights described herein.

Section 3. Limitations on Owner's Easements. The rights and easements of enjoyment for Owners created hereby shall be subject to the following rights of the Association:

(a) The right to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage the Common Areas, but

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the rights of such mortgagee in the Common Areas shall be subordinate to the rights of the Members hereunder; and

(b) The right to take such steps as are reasonably necessary to protect the Common Areas against mortgage default and foreclosure; and

(c) the right to adopt and to amend the Rules and Regulations governing the use by the Owners of the Common Areas; and

(d) The right to dedicate or transfer all or any part of the Common Areas or community facilities to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the Board; provided, however, that no such dedication or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless three-fifths (3/5) of each class of the then Members of the Association consent to such dedication, transfer, purpose and conditions, at any special meeting of the Members duly called for such purpose; and

(e) The right to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Declarant or any other person; provided, however, that no such licenses, rights-of-way or easements shall be unreasonably and permanently inconsistent with the rights of the owners to the use and enjoyment of the Common Areas; and

(f) the right to suspend the enjoyment rights of any Owner in the Common Areas and the recreational facilities thereof for any period during which any assessment remains unpaid, and for any period not to exceed sixty days for any infraction of its published Rules and Regulations; and

(g) The right to enter into the Common Areas for the purpose of completing, repairing or maintaining such Areas or the improvements thereon.

The rights and easements of Owners are also subject to the right of Declarant (and its sales agents and representatives) to the non-exclusive use of the Common Areas for display and exhibit purposes, which right the Declarant hereby reserves for so long as it owns any Lot.

Section 4. Delegation of Use. Any Owner may delegate his or her rights of enjoyment to the Common Areas to the members of his or her family, his tenants, or his contract purchasers (and the members of the family of any tenant or contract purchaser) who reside within Hawkins Cove or to such other persons as may be permitted by the Association.

Section 5. Utility and Road Easements. The Declarant, for itself, its successors and assigns, hereby expressly reserves easements and rights-of-way through, under, over, on and across the Property, for the installation, maintenance, replacement and inspection of (a) lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone, cable television and other services and utilities, and (b) for public or private vehicular or pedestrian roads, rights-of-way, bikeways, sidewalks and pathways. Such reserved easements and rights-of-way shall include, without limitation, all easements, roads, rights-of-way, bikeways, sidewalks, and pathways shown or in any way referred to on the Plat. The Declarant further expressly reserves, for itself, its successors and assigns, the right to grant licenses, rights-of-way and easements through, under, over, on and across the Property for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency or public utility.

Section 6. Conservation Easement. The Declarant, for itself, its successors, and assigns, hereby expressly reserves a conservation easement, as shown on the Plat marked "Conservation Area". The area marked on the Plat as "conservation area" shall be left undisturbed and no clearing shall be permitted in this area. No buildings, utilities, storm or sanitary sewers, water lines, sediment and erosion control traps, stormwater management systems, or signage are to be permitted in the "conservation area".

Section 7. Easement Rights Reserved by the Declarant. The Declarant, for itself, its successors and assigns, hereby expressly reserves an easement and right-of-way in, through, over, and across the Common Areas for the purposes of (a) storage of building supplies and materials; (b) installation, construction, maintenance, reconstruction and repair of improvements and/or landscaping upon the Lots or any other parcel included within the real property and (c) advertising or otherwise accomplishing the sale or rental of any such Lots, property, or improvements.

Section 8. Easement Rights of the Association. The Association, and its Management Agent, employees and other agents, successors, and assigns shall have such easements in and over the Property (including, without limitation, in and over the Lots) as may be reasonably necessary to perform the duties and obligations of the Association as set forth in this Declaration, the Articles, or the Bylaws.

Section 9. Easements of Encroachment. Reciprocal appurtenant easements of encroachment shall exist as between each Owner of a Lot and the Association as to such portion or portions of the Common Areas adjacent thereto or as between Owners of adjacent Lots, for the purpose of accommodating any encroachments which may result from engineering errors, errors in original construction, roof overhangs, gutters, architectural or other appendages, or the unintentional placement or settling or shifting of the improvements constructed, reconstructed,

or altered thereon (in accordance with the provisions of this Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area or as between said adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred as the result of willful conduct on the part of an Owner, members of his family, his invitees or tenants, or the Association.

Section 10. Maintenance Easements. Any Owner (including the Declarant) of a Lot on which improvements have been or which are being, constructed, reconstructed or altered (in accordance with the provisions of this Declaration) to be within five (5) feet of the common boundary of that Lot with an adjacent Lot or with an adjacent portion of the Common Areas shall have an easement upon and over such portions of such adjacent other Lot and/or such adjacent portion of the Common Areas as shall be within three (3) feet of such improvements as so constructed, reconstructed or altered for the limited purposes of constructing, reconstructing, repairing, maintaining, or painting said improvements; provided, however, that if any Owner or his family members, tenants, agents or employees shall damage, demolish or otherwise alter any improvements or landscaping located on such adjacent Lot or adjacent portion of the Common Areas during the course of exercising his rights held pursuant to the easement granted in this section, such Owner shall, at his expense, promptly replace the same with improvements or landscaping of comparable size and quality.

Section 11. Right of Entry. The Association shall have the right to enter into any Lot and the improvements thereon for emergency, security, and safety, which right may be exercised by the Board or the Association's officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner of the Lot. This right of entry shall include the right of the Association to enter into a Lot and any improvements thereon to cure any condition which may increase the possibility of a fire or other hazard or to abate any violation of any provision of this Declaration or the duly adopted Rules and Regulations as provided in Section 5 of Article XIII hereof.

ARTICLE IV

Membership and Voting Rights
in the Association; Administration

Section 1. Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A: The Class A Members shall be all Owners with the exception (initially) of the Declarant, such Owners being individually entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be entitled to participate in the Association as Members; provided, however, that persons holding any such interest solely as contract purchasers or as security for the performance of an obligation shall not be Members solely on account of such interests; and provided, further, that, for purposes of voting and determining the existence of a quorum, all such persons so holding an interest in any one Lot shall be treated as a single member. The vote for any such Lot shall be exercised as determined by the Members holding interests therein, but in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B Members shall be (a) the Declarant and (b) any successor or assignee of the Declarant who takes title to Lots of the Declarant for the purpose of development and sale and who is designated as such in a recorded instrument. The Class B Members shall be entitled to five votes, all of which shall initially be exercised as determined by the Declarant but any (or all) of which shall be thereafter exercisable as assigned by the Declarant to any other person who is a Class B Member. The Class B membership shall cease and become converted to Class A membership upon the happening of any of the following events, whichever occurs first:

(i) when the total votes outstanding in the Class A membership equals or exceeds the number four; or

(ii) on January 1, 1993; or

(iii) when, in its sole discretion the Declarant so determines.

From and after the happening of the first to occur of these events, the Class B Members shall become Class A Members entitled to cast one (1) vote for each Lot in which such members hold an interest. At such time, the Declarant shall call a meeting of the Members of the Association as provided in the Bylaws for special meetings to advise the membership of the termination of Class B status.

Section 3. Administration. The affairs and business of the Association shall be managed and conducted as provided in the Articles and the Bylaws.

Section 4. Management Agent. The Board may employ for the Association a management agent or manager (the "Management Agent") at a rate of compensation established by the Board to perform such duties and services as the Board shall from time to time authorize in writing, including, without limitation:

(a) to provide for the care, upkeep, maintenance and surveillance of the Common Areas and community facilities; and

(b) to designate, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the Common Areas and community facilities; and

(c) to provide for such other services (including accounting services) for the Association as may be consistent with law and the provisions of this Declaration; and

(d) provide for the collection of the annual maintenance assessments and any other assessments provided for in this Declaration and to provide for the enforcement of liens therefor in a manner consistent with law and the provisions of this Declaration; and

(e) to provide for the enforcement of the provisions of this Declaration and the Rules and Regulations.

Any cost incurred by the Association for the employment of the Management Agent shall be deemed and construed to be a part of the common expenses of operating the Association.

Section 5. Limitation of Liability. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for as a part of the common expenses, or for injury or damage to persons or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Areas or community facilities, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any Owner or his family members, tenants, employees, or invitees, for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Areas or in community facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas or community facilities, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE V

Maintenance Responsibilities

Section 1. Association Responsibility for the Common Areas. The Association shall be responsible for the maintenance, repair and replacement of all Common Areas and all improvements thereon, including landscaping, furnishings and equipment related thereto, (unless the repair or replacement is necessitated by the negligence, misuse or neglect of an Owner, his family members, his tenants, employees and invitees in which case the expense of such repair or replacement shall

be borne by such Owner), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. In furtherance of such obligations, the Board may contract for management and maintenance services to be provided to the Association with persons or entities of its choosing, including the Declarant and affiliates thereof. Any cost incurred by the Association in the course of such maintenance, repair or replacement as for which it is responsible shall be deemed and construed to be a part of the common expenses of operating the Association. Lot Owners shall be obligated to maintain the landscape pursuant to the terms and conditions of the "Landscape Maintenance Agreement" and "Continuous Warranty Agreement", copies of which are attached hereto as Exhibits B and C respectively. Lot Owners shall be obligated to abide by and be responsible for the terms and conditions of the "Private Stormwater Management Facility Inspection and Maintenance Agreement" dated September 27, 1988, a copy of which is attached hereto as Exhibit D.

Section 2. Owner Responsibilities.

(a) Common Areas. Each Owner, and his tenants, and the family members, employees and invitees of either shall be responsible for using the Common Areas in a safe and orderly manner consistent with the purpose for which each Common Areas is intended, and shall be personally liable for any damage caused to person or property by reason of their misuse or neglect.

(b) The Owner's Lot. The Owner of each Lot shall keep the Lot, and the landscaping, buildings, and other improvements thereon, in good order and repair, and free of debris. Lawns shall be seeded and mowed, shrubbery trimmed and painted exterior surfaces repainted, all in a manner and with such frequency as is consistent with good property management. In the event the Owner of a Lot shall fail to maintain the Lot and the landscaping, buildings and other improvements thereon as provided herein, the Association, its agents or employees, after notice to the Owner and with the approval of the Board, shall have the right to enter upon the Lot to perform such work as is reasonably required to restore the Lot and the landscaping, buildings and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Lot, upon demand. All unreimbursed such costs, together with interest, reasonable attorneys fees and costs of collection as hereinafter provided, shall be a lien upon the Lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid maintenance assessment levied in accordance with other provisions of this Declaration; but any such lien shall be subject to the provisions of Section 14 of Article XII of this Declaration. As determined by the Board, interest on unreimbursed costs so incurred by the Association shall accrue at a rate not to exceed the maximum legal rate permitted from time to time in the State of Maryland. In the event of litigation to collect such unreimbursed costs, the Owner obligated to pay such costs shall further be obligated to pay to the Association reasonable

attorney's fees of not less than Five Hundred Dollars (\$500.00) and any costs of collection incurred in connection therewith.

Section 3. Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation, shall be performed in a good and workmanlike manner, and shall be of first class quality.

ARTICLE VI

Insurance and Casualty Losses

Section 1. Hazard and Liability Insurance. The Board, or its duly authorized agent, shall have the authority to and shall obtain insurance for all insurable improvements on or within the Common Areas against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall also obtain a public liability policy covering the Common Areas, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members, employees or agents. The public liability policy shall have at least a Five Hundred Thousand (\$500,000.00) Dollar single person limit as respects bodily injury and property damage, a One Million (\$1,000,000.00) Dollar limit per occurrence, and a Two Hundred Fifty Thousand (\$250,000.00) Dollar minimum property damage limit. Premiums for all insurance on the Common Areas shall be common expenses of the Association. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

Section 2. Policy Provisions. All such insurance coverage obtained by the Board shall be written in the name of the Association as Trustee for the respective benefited parties, as further identified in subsection (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Maryland and holding a rating of XI or better in the Financial Category as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

(b) All policies on the Common Areas shall be for the benefit of the Owners and their mortgagees as their interests may appear.

(c) Exclusive authority to adjust losses under policies obtained by the association shall be vested in the Board; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees.

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Annapolis, Anne Arundel County, Maryland area.

(f) The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Board, the Management Agent, the Owners, and their respective tenants, servants, agents, and guests; and

(ii) a waiver by the insurer of its rights to repair, and reconstruct, instead of paying cash; and

(iii) that no policy may be cancelled, invalidated or suspended on account of the actions of any one or more individual Owners; and

(iv) that no policy may be canceled, invalidated, or suspended on account of the conduct of any director, officer, or employee of the Association or its duly authorized Management Agent without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its Management Agent, any Owner, or mortgagee; and

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that no policy may be canceled or substantially modified without at least ten (10) days' prior written notice to the Association.

Section 3. Other Insurance. In addition to the other insurance required by this article, the Board shall obtain, as a common expense, workman's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the Board's best business judgment, but may not be less than three (3) months' assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled or substantially modified without at least ten (10) days' prior written notice to the Association.

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Section 4. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Areas or, in the event no repair or reconstruction is made, after making such settlement as is necessary and appropriate with an affected Owner or Owners and their mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any mortgagee and may be enforced by such mortgagee.

(b) If it is determined, as provided for in Section 5 of this Article, that the damage or destruction to the Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds in Section 4(a) hereof.

Section 5. Damage and Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the properties covered by insurance written in the name of the Association, the Board, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed properties. Repair or reconstruction, as used in this subsection, means repairing or restoring the properties to substantially the same condition in which it existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Areas shall be repaired or reconstructed unless at least seventy-five (75%) percent of each class of Members of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the Common Areas damage or destruction shall be repaired or reconstructed.

(c) In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Areas shall not be repaired or reconstructed and no alternative

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improvements are authorized, then and in that event the affected areas of the Property shall be restored to its natural state and maintained as an undeveloped portion of the Common Areas by the Association in a neat and attractive condition.

(d) Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Property was originally constructed; provided, however, that any such reconstruction or repair shall be done in accordance with outstanding building code requirements and may be done with contemporary building materials and achieved by utilizing updated construction systems and technology.

(e) Encroachments upon or in favor of Lots which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Owner upon whose property such encroachment exists, provided that such reconstruction is substantially in accordance with the plans and specifications under which the Property was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the reconstructed improvements on the Property shall stand.

Section 6. Special Assessments for Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Members, levy a special assessment for the additional amount required to defray such costs against all Owners in proportion to the number of Lots owned by such Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. In any fiscal year, the Board may not, however, without the vote or written assent of a majority of each class of Members of the Association, levy special assessments which exceed Two Hundred Dollars (\$200.00) per Lot.

ARTICLE VII

No Partition

Except as is permitted in this Declaration or amendments thereto, there shall be no physical partition of the Common Areas or any part thereof, nor shall any person acquiring any interest in the Property or any part thereof seek any such judicial partition unless the Property has been removed from the legal operation and effect of this Declaration. This Article shall not be construed to prohibit the Association from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

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ARTICLE VIII

Condemnation

Section 1. Notice and Award Disbursement. Whenever all or any part of the Common Areas shall be taken (or conveyed by the Board in lieu of and under threat of condemnation) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, unless otherwise prohibited by law. The award made for such taking shall be payable to the Association as Trustee for all Owners to be disbursed as follows:

(a) If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking at least seventy-five (75%) percent of the each class of the Members of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas to the extent lands are available therefore, in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the above provisions in Article VI hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply.

(b) If the taking does not involve any improvements on the Common Areas, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE IX

Rights and Obligations of the Association

Section 1. Common Areas and Rights-of-Way. The Association, subject to the rights and obligations of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all landscaping and improvements thereon (including furnishings and equipment related thereto).

Section 2. Personal Property and Real Property for Common Use. The Association, through action of the Board, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests conveyed to it by the Declarant.

Section 3. Rules and Regulations. The Association, through the Board, may adopt reasonable Rules and Regulations governing the use of the Property, which rules and regulations shall be consistent with the rights and duties established by this Declaration. The

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Association, through the Board, shall enforce these Rules and Regulations and the provisions of this Declaration through the imposition of sanctions, which said sanctions may include monetary fines as hereinafter provided and suspension of the right to vote and the right to use the Common Areas. The Board shall, in addition, have the power to seek relief in any court for such violations or to abate nuisances. Imposition of sanctions shall be in accordance with such due process as is provided in the Bylaws. Prior to any decision to suspend voting rights or rights to sue the Common Areas, or to impose monetary fines, the Board shall grant notice and hearing to any alleged violator.

Section 4. Additions to Common Areas. The Association, through action of the Board, may make any addition, alterations or improvements to the Common Areas; provided, however, that if any such addition, alteration or improvements shall require an expense of Association funds in excess of Five Thousand Dollars (\$5,000.00), such addition, alteration or improvement shall only be authorized if approved by the affirmative vote of a majority of each class of the Members.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, the Articles, or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE X

Use of the Property

Section 1. Protective Covenants. Except for the activities of the Declarant in connection with the sale of Lots or the construction of improvements on such Lots or in the Common Areas, except as may be reasonable and necessary in connection with the maintenance, improvement, repair and reconstruction of any portion of the Common Areas by the Declarant or the Association or the performance of any other right or responsibility herein reserved by or delegated to the Declarant or the Association, and except as otherwise authorized in advance by the Board:

(a) Residential Use. No part of the Property shall be used for purposes other than residential housing and the ancillary accessory common purposes to residential housing for which Hawkins Cove was designed; provided, however, that a professional office may be maintained in any dwelling if such maintenance and use is limited to the person actually residing in the dwelling and if such maintenance and use is in strict conformity with the provisions of any applicable zoning law, ordinance or regulation. As used in this section, the term "professional office" shall mean rooms used for office purposes by a member of any recognized profession including doctors, dentists, lawyers, architects, clergymen, writers, manufacturers representatives,

realtors, and the like, but not including medical or dental clinics or other professional uses where the professional regularly entertains or sees patients, clients, or customers in such office. Except as expressly authorized in this article, no part of the Property shall ever be used or caused to be used or allowed or authorized to be used in any way, directly or indirectly, for any commercial, manufacturing, mercantile, or other such non-residential purposes. Development upon the property shall be limited to five (5) residential units, and ancillary components.

(b) Prohibited Activities. No noxious, immoral, improper, unlawful, or offensive activity shall be carried on in any part of the Property, nor shall anything be done thereupon which may be, or may become, an annoyance or nuisance to others, or which shall in any way interfere with the quiet enjoyment of each of the Owners of their respective Lots, or which shall in any way increase the rate of insurance on the Common Areas. Residents and their guests are expected to reduce noise levels after 11:00 p.m., so that resident neighbors are not disturbed. In general, no Owner shall make or permit to be made any noise that will disturb or annoy the other residents of the Property, or do or permit to be done anything therein which will interfere with the rights, comfort or convenience of other residents. All valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Owner of the Lot or the Association, whichever shall have the obligation to maintain or repair such portion of the Property.

(c) Signs. Except for such signs as may be posted by the Declarant or the Board for promotional or marketing purposes, traffic control or the like, no signs of any character shall be erected, posted or displayed upon, in, from or about any Lot or the Common Areas without the prior consent in writing of the Board and compliance with such conditions as it may establish. In general, it shall be the policy of the Board to allow one temporary "for sale" sign of reasonable dimensions to be erected on each Lot, but the prior consent of the Board as to size, appearance, and location shall be required for any such sign and the Board shall be privileged to withhold its consent as to any such sign when, in its sole discretion, the erection of such sign shall be contrary to the best interests of the Owners. The provisions of this subsection shall not be applicable to the holder of any first mortgage which comes into possession of any Lot by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or other proceeding, arrangement, assignment or deed in lieu of foreclosure, with respect to reasonable "for sale" signs.

(d) Common Areas. 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, (ii) landscaping, and (iii) 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 gardens, storage facilities or other private uses. There shall be no use of the Common Areas and landscaped areas except natural recreational uses which do not injure the common Areas or the vegetation thereon, increase the maintenance thereof, or cause unreasonable embarrassment, disturbance or annoyance to Owners in the enjoyment of the Common Areas and landscaped areas in the vicinity of their Lots. Notwithstanding the above, access to the shoreline will be limited. Man-made structures such as, but not limited to, walkways, boatslips, piers, pilings and retaining walls shall not be permitted unless approved by appropriate governmental agencies.

(e) Tree Protection. No healthy trees measuring in excess of six (6) inches in diameter two (2) feet above the ground shall be removed from the Common Areas or from any Lot without written approval of the Board. The foregoing restriction shall not, however, be construed to prohibit pruning and trimming activities consistent with sound and reasonable tree husbandry practices. The Board may from time to time adopt and promulgate such additional Rules and Regulations regarding the preservation of such trees and other natural resources and wildlife as it may consider appropriate.

(f) Excavations. Neither the Common Areas nor any Lot shall be used for the purposes of excavating, boring, mining, quarrying, exploring for, or removing oil or other hydrocarbons, minerals, gravel, topsoil, or earth.

(g) Protection of Easements and Natural Drainage. No structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard the direction or flow of any drainage channels.

(h) Underground Utilities Required. Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, electric line, television cable or similar transmission line shall be installed or maintained on any Lot above the surface of the ground.

(i) Temporary Structures Prohibited. No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, shed, or other such accessory building shall be erected, used or maintained on any Lot at any time.

(j) Clothes Drying Equipment. No clothes lines or other exterior clothes drying apparatus shall be permitted on any Lot.

(k) Refuse Accumulations Prohibited. No burning of any trash and no accumulation of storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any Lot or on the Common Areas.

(l) Trash Receptacles and Storage. Garbage, trash and other refuse shall be placed in covered containers. Trash and garbage containers shall not be permitted to remain anywhere in public view except on days of trash collection.

(m) Objectionable Vehicles. Except as elsewhere herein provided, no junk or disabled vehicle or other vehicle on which currently valid registration plates are not displayed, commercial vehicle, trailer, camper, camp truck, house trailer, boat, or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the Common Areas) shall be kept upon the property nor (except for bone fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Board may, in its discretion, provide and maintain a suitable area designated for the parking of such vehicles or the like.

(n) Parking and Traffic Restrictions. No automobile, motorcycle, bicycle, tricycle, or other wheeled vehicles or toys shall be parked or left unattended on or in any sidewalk, pathway, or walkway or in any part of the roadways or other Common Areas of the Property so as to interfere with or obstruct the use thereof or ingress and egress to any Lot, such roadways, or the Common Areas. The Board may, in its discretion, from time to time adopt and promulgate such additional Rules and Regulations regarding vehicular traffic and parking as it may consider appropriate.

(o) Antennae. No outside television, radio, or other aerial or antennae or related structure for either reception or transmission, shall be maintained upon the Property, provided, however, that such aerials or antennae may be erected and maintained if completely within the dwellings located upon the Property and outside of public view.

(p) Animals. The maintenance, keeping, boarding or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited in the Common Areas and on any Lot or

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within any dwelling, except that this shall not prohibit the keeping of dogs, cats, fish, or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes and, provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other residents of the Property. The Board shall have the authority, after hearing, to determine whether a particular pet is a nuisance or source of annoyance to other residents, and such determination shall be conclusive. Pets shall be attended at all time and shall be registered, licensed and inoculated as may from time to time be required by law. Pets shall not be permitted from the Common Areas unless accompanied by a responsible person and unless they are carried or leashed. The Board shall have the right to adopt such additional Rules and Regulations regarding pets as it may from time to time consider necessary or appropriate.

(q) Subdivision of Lots Prohibited. No Lot shall be partitioned, divided, or subdivided; and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Association, the Declarant or any other person for any purpose.

(r) Entrustment of Keys, Etc. If any keys are entrusted by an Owner or by any member of his family or by his tenant, agent, employee, licensee or visitor to any employees or agents of the Association or of the Management Agent, whether for such Owner's unit or an automobile, boat, trunk, or other items of personal property, the acceptance of the keys shall be at the sole risk of the Owner and neither the Association, the Board, nor the Management Agent shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

(s) Personal Property. All personal property placed in any part of the Property outside a dwelling shall be at the sole risk of the owner of such property, and neither the Declarant, the Association, the Board, nor the Management Agent shall be liable for the loss, destruction, or theft of, or damage to, such property.

(t) Fences. No fence shall be more than (6) feet in height. Chain link and other wire or metal fencing is specifically prohibited. The erection of all fences shall be subject to the provisions of Article XI of this Declaration.

(u) Rules and Regulations. There shall be no violation of the Rules and Regulations which may from time to time be adopted by the Board and promulgated by it in writing; and the Board is hereby and elsewhere in this Declaration authorized to adopt such rules.

(v) Leases. No portion of a Lot (other than the entire Lot and all improvements thereon) may be leased. No Owner shall lease his Lot

except by a written lease for a period of at least three (3) months which expressly provides that the tenancy thereby created is subject to the provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations and that the violation of any such provisions shall be deemed to be a substantial breach of the lease warranting proceedings for eviction. Should any lease of a Lot by an Owner fail to expressly provide such provisions, the applicability of this Declaration, the Articles, the Bylaws, and the Rules and Regulations and the said effect of violations thereof shall nonetheless be necessarily implied to be an integral part thereof. An Owner who leases his Lot shall notify the Board of the name and address of his lessee(s) and shall file with the Board a conformed copy of the lease. The Board is hereby irrevocably appointed to be the agent and attorney-in-fact for each Owner leasing his Lot for the purpose of enforcing, on behalf of the Association, all express and implied provisions of the Owner's lease relating to this Declaration, the Articles, the Bylaws, or the Rules and Regulations, or any violations thereof, at the cost and expense of such Owner.

(w) Owner Liability for Violations. Owners will be jointly and severally liable and responsible for the actions of their children, pets, tenants, guests, employees, invitees, and licensees.

Section 2. Implementation and Construction Guidelines. The Board may from time to time adopt general rules consistent with and to implement the purposes set forth in this article and to interpret the covenants in this article, which general rules may apply to the Property as a whole or to any part thereof.

Section 3. Exceptions. The Board may issue temporary permits or variances to except any prohibitions expressed or implied by this Declaration provided the Board finds good cause to exist therefor and acts in accordance with adopted guidelines and procedures.

Section 4. Enforcement - Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the covenants or restrictions contained in this article shall occur or be maintained upon the Common Areas or any Lot, or in the event of any other conduct in violation of any of the provisions or requirements of this article, then the same shall be considered to have been undertaken in violation of this article and without the approval of the Board as required hereby and, upon written notice from the Board, such violation shall be promptly removed or abated. In the event the same is not removed, or the violation is not otherwise terminated or abated, within ten (10) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, or to the person responsible for such violation if the same shall be committed or attempted on premises other than a Lot owned by such person, then the Association shall have the right, through its agents and employees to enter upon such Lot and to take such steps as may be necessary to remove or otherwise terminate or abate such violation and the cost thereof may be assessed against

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the Lot upon which such violation occurred and the person responsible for such violation, and when so assessed, a statement for the amount thereof shall be rendered to the Owner of said Lot at which time the assessment shall become due and payable and a continuing lien upon such Lot, and a binding personal obligation of the Owner of such Lot, in all respects (and subject to the same limitations) as a maintenance assessment provided for in Article XII of this Declaration. The Association shall have the further right, through its agents, employees or committees and after reasonable notice, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this article or any of the other provisions or requirements of this Declaration, exist on such Lot, and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason such entry or inspection.

Section 5. Construction and Sale. Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and initial sale of Lots shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Lots and the Common Areas such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Lots and residences thereon, including, but not limited to, business offices, signs, model units, and sales offices, and trailers for any sales, construction or business purposes, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences owner by the Declarant as models and sales offices. This section may not be amended without the express written consent of the Declarant.

ARTICLE XI

Architectural Control

Section 1. Additions, Alterations and Improvements by Owners. Except for construction or development by, for or under contract with the Declarant, and except for any improvements to any Lot or to the Common Areas accomplished by the Declarant concurrently with said construction and development, and except for purposes of proper maintenance and repair, no building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered or maintained upon the Property, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and any other proposed form of change (including without limitation, any other information specified by the Board) shall have been submitted to and approved in writing by the Board as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for Hawkins Cove. Subject to the same limitations as hereinabove provided

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for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screen, awnings, patio covers, fences, walls, signs, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any dwellings or other improvements constructed upon any Lot or upon any of the common Areas, or to combine or otherwise join two or more such dwellings or improvements, or to partition the same after combination, or to remove or alter any windows or exterior doors of any such dwellings or improvements until the complete plans and specifications, showing the location, nature, shape, height, material color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the Board) shall have been submitted to and approved by the Board in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for

Section 2. Building and Fire Codes and Permits. Any addition, alteration or improvement on, in or to any Lot or any dwelling or improvement thereupon shall comply with all local fire and building codes and ordinances, and any approval of a request therefor by the Board shall be deemed to be conditioned upon compliance by the Owner of such Lot with such codes and ordinances and upon his procurement of any and all required municipal building, construction, and grading permits therefor. In conjunction with the approval of such addition, alterations, and improvements, the Board may also require the completion and execution by the applicant Owner of such a maintenance and liability release and such indemnification agreements as it, in its sole discretion, may deem advisable to protect the Association from added maintenance responsibilities and costs and from liability to the Owner and to third persons as the result of construction and subsequent maintenance of the additions, alternation, or improvement involved.

Section 3. Approvals, etc. Upon approval by the Board of any plans and specifications submitted pursuant to the provisions of this article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of the Association and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Board fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this article within sixty (60) days after such plans and specifications (and all other materials and information required by the Board) have been submitted to it in writing, then such approval shall be deemed to have been given by the Board as of the sixty-first (61st) day after submission.

Section 4. Limitations. Construction or alterations in accordance with plans and specifications approved by the Board pursuant to the provisions of this article shall be commenced within six (6) months

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following the date upon which the same are approved by the Board (whether by affirmative action or by forbearance from action, as in Section 3 of this article provided), and shall be substantially completed within twelve (12) months following the date of commencement, or within such other period as the Board shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specification by the Board shall be conclusively deemed to have lapsed and compliance with the provisions of this article shall again be required. There shall be no deviation from the plans and specifications approved by the Board without the prior consent in writing of the Board. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Board to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 5. Certificate of Compliance. Upon the completion of any construction or alterations or other improvements or structure in accordance with plans and specifications approved by the Board in accordance with the provisions of this article, the Board shall, at the request of the owners thereof, issue a certificate of compliance which shall be prima facie evidence that the construction, alteration or other improvements referenced in such certificate have been approved by the Board and constructed or installed in full compliance with the provisions of this article and with such other provisions and requirements of the Declaration as may be applicable.

Section 6. Rules and Regulations, etc. The Board may from time to time adopt and promulgate such Rules and Regulations regarding the form and content of plans and specifications to be submitted for approval and may publish and record such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details, fences, colors, set-backs, materials or other matters relative to architectural control and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this article or any other provision or requirement of this Declaration. The Board may charge and collect a reasonable fee for the examination if any plans and specifications submitted for approval pursuant to the provisions of this article or for the procurement of such expert or technical advice with respect thereto as it shall deem necessary.

ARTICLE XII

Assessments

Section 1. Regular Maintenance Assessments. Except as assessments of the Declarant are limited by the provisions of this article, each person who becomes an Owner of a Lot within the Property (i.e., each

Class A Member of the Association), by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association, regular maintenance assessments and special maintenance assessments as hereinafter provided. In particular, each such Owner covenants to pay to the Association, in advance, on or before January first and July first of each year, a semi-annual sum (herein elsewhere sometimes referred to as "maintenance assessments") equal to one-half (1/2) of the Member's proportionate share of the sum required by the Association, as estimated by the Board, to meet its annual common expenses, including but in no way limited to the following:

(a) the cost of all operating expenses of the Common Areas and community facilities and the services furnished to or in connection with the Common Areas and community facilities; and

(b) the cost of necessary management and administration of the Common Areas and community facilities, including fees paid to any Management Agent; and

(c) the amount of all taxes and assessments levied against the Common Areas and Community facilities; and

(d) the cost of any insurance required or authorized by this Declaration or otherwise deemed by the Board to be in the best interests of the Association; and

(e) the cost of utilities and other services which may be provided by the Association, whether for the Common Areas or for the Lots, or both; and

(f) the cost of maintaining, replacing, repairing, and landscaping the Common Areas, including, without limitation, maintenance of any storm water retention basins or the like located upon the Common Areas and the cost of the maintenance of all sidewalks, pathway and roadways upon the Property, together with such equipment as the Board shall determine to be necessary and proper in connection therewith; and

(g) the cost of funding all reserves established by the Board, including, when appropriate, a general operating reserve and a reserve for replacements; and

(h) such other costs and common expenses as may be incurred by the Association and the Board in the promotion of the recreation, health, safety and welfare of the residents of the Property or in the exercise of powers and authority granted in the Declaration, the Articles, the Bylaws, or otherwise under applicable law.

All Owners shall be obligated to pay the maintenance assessments assessed by the Board pursuant to this article. No Owner may exempt himself from liability for maintenance assessments by abandonment of any Lot belonging to him or by the abandonment of his right to the use

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and enjoyment of the Common Areas and community facilities. All maintenance assessments shall be levied at a uniform rate for each Lot to which Class A membership is appurtenant. All assessments levied hereunder with respect to any Lot shall be the joint and several liability of the persons who are Owners of that Lot.

Section 2. Assessment Determination. The Board shall determine the amount of the regular maintenance assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board, installments of regular maintenance assessments may be levied and collected on a monthly, quarterly, or annual basis rather than on the semi-annual basis hereinabove provided for. Any Member may prepay one or more installments on any annual maintenance assessment levied by the Association, without premium or penalty.

Section 3. Annual Budget. The Board shall prepare, or cause the preparation of, an annual operating budget for the Association which shall provide for the common expenses of the Association including, without limitation, the expenses described in Section 1 of this article. The Board shall make reasonable efforts to fix the amount of the annual maintenance assessment against each Lot for each assessment period at least thirty (30) days in advance of the commencement of such period and shall, at that time, prepare a roster of the Lots and the annual maintenance assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice to the Board. Written notice of the annual maintenance assessments shall thereupon be sent to the Members. The failure or omission by the Board, before the expiration of any assessment period, to fix the amount of the annual maintenance assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this article or a release of any Member from the obligation to pay the annual maintenance assessment, or any installment thereof, for that or any subsequent assessment period, but the annual maintenance assessment fixed for the preceding period shall continue until a new maintenance assessment is fixed and published by the Board.

Section 4. Special Maintenance Assessments. In addition to the regular maintenance assessments authorized by this article, the Board may levy in any assessment year a special maintenance assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair or replacement of a described capital improvement located upon, or forming a part of the common Areas and community facilities, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board may consider appropriate; provided, however, that, except as otherwise herein authorized or provided, no special maintenance assessment shall be levied for an amount in excess of Two Hundred Dollars (\$200.00) per Lot unless and until such special maintenance assessment shall be approved by a majority of the votes of each class of Members of the

Association. All special assessments shall be levied at a uniform rate for each Lot to which Class A membership is appurtenant.

Section 5. Reserves for Replacements. The Board may establish and maintain a reserve fund for replacements of the Common Areas and community facilities by the allocation and payment semi-annually to such reserve fund of an amount to be designated from time to time by the Board. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited with such depository or depositories as the Board shall, in its discretion, designate. The reserve for replacements of the Common Areas and community facilities may be expended only for the purpose of effecting the replacement of the Common Areas and community facilities, major repairs to any sidewalks, parking areas, streets, or roadways developed as a part of the Property, landscaping and repairs or replacements of landscaping features, equipment replacement, and for start-up expenses and operating contingencies of a non-recurring nature relating to the Common Areas and community facilities. The Board may establish such other reserves for such other purposes as the Board may from time to time consider to be necessary or appropriate. The proportional interest of any Member in any such reserves shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from ownership of the Lot to which it appertains and shall be deemed to be transferred with such Lot.

Section 6. Working Capital Reserve. Each Owner other than the Declarant shall deposit with the Association the sum of One Hundred Dollars (\$100.00) to be used and maintained as a reserve for working capital. All interest income earned by such working capital deposits shall become the property of the Association and may be used, in the discretion of the Board, to pay common expenses. If at the end of any fiscal year, the said working capital reserve shall have been reduced or depleted to an amount less than the total number of Lots multiplied by One Hundred Dollars (\$100.00), there shall be assessed by the Board, as a common expense, an amount equal to the difference between such product and the amount actually in such reserve at that time. Each Owner shall be entitled to a refund of his said deposit upon the dissolution of the Association if all assessments and other sums owed with respect to this Lot have been fully paid at the time of such dissolution, or upon the transfer or conveyance of his Lot if (i) all assessments and other sums owed with respect to his Lot have been fully paid at the time of such transfer or conveyance, (ii) he shall have notified the Board or the Management Agent (as determined by the Board) of the full names, mailing addresses, and telephone numbers of all transferees, grantees, and mortgagees of such transferees or grantees, and (iii) such transferees or grantees have deposited with the Association the sum of One Hundred Dollars (\$100.00) for the working capital reserve. The deposit requirement of this Section 6 for the working capital reserve shall be a lien against each Owner's Lot in the amount of One Hundred Dollars (\$100.00) as of the first day such Owner acquires title to this Lot, and such lien shall be enforceable as if

said deposit requirement were a part of said Owner's assessment for the payment of common expenses. Any such lien for the payment of the deposit requirement of this Section 6 shall be subject to the provisions of Section 14 of this article with respect to the priority thereof.

Section 7. Individual Lot Expenses. Except as may be specifically provided for herein, this Declaration does not contemplate that the Association shall have any responsibility for the maintenance or repair of the dwellings or other improvements or appurtenances on the Lots; and the responsibility and duties of the Association for maintenance and repairs shall be limited to the Common Areas and community facilities. The Owner of any Lot shall, at his own expense, maintain his Lot and dwelling, and any and all improvements and appurtenances thereto, in good order, condition and repair and in a clean, sightly and sanitary condition at all times, all as more specifically provided in Section 3 of Article V of this Declaration. The Association may, at its option, mow all back yards that are not fenced.

Section 8. Initial Maintenance Assessments; Increases. The initial regular maintenance assessment for each of the Lots to which Class A membership is appurtenant shall not exceed the sum of One Hundred Dollars (\$100.00) per month. Except as may be otherwise resolved by the Board, the regular annual maintenance assessment for each Class A membership shall commence on the date a deed for the Lot to which such membership shall commence on the date a deed for the Lot to which such membership is appurtenant is delivered by the Declarant to the Member. The first semi-annual installment of each such annual assessment shall be made proportionately for the balance of the semi-annual period during which a deed for the Lot is delivered to the Member and shall become due and payable and a lien on the date a deed for the Lot is delivered to the Member. Except as herein elsewhere provided or as otherwise determined by the Board, the semi-annual installments of each such regular maintenance assessment for any Lot shall be due and payable and a lien on the first day of January and the first day of July in the year as for which such assessment is made. So long as the Class B membership of the Association shall not have ceased and been converted to Class A membership, increases in the annual regular maintenance assessment for each of the Lots shall be limited to such amount as shall be equal to ten percent (10%) of the annual regular maintenance assessment for that Lot for the preceding year plus the proportionate amount by which any ad valorem real estate taxes and casualty and other insurance premiums payable by the Association have increased over amounts payable for the same or similar items for the previous year. After the Class B membership of the Association shall have ceased and been converted to Class A membership, the foregoing limitation on the amount of any increase in the annual regular maintenance assessments shall no longer be applicable; and any such increase shall thereafter be established as the Board, in its sole discretion, shall deem to be in the best interests of the Association.

Section 9. Nonpayment of Assessments. Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon, "late charges", reasonable attorneys' fees, and the cost of a collection thereof, as hereinafter provided, thereupon become a continuing lien upon the Lot or Lots in the hands of the then Owners, his heirs, devisees, personal representatives and assigns. The personal obligation of the Member to pay such assessment, interest thereon, "late charges", reasonable attorneys' fees, and costs of collection shall, in addition, remain his personal obligation for the statutory period and a suit to recover a money judgment for such obligation may be maintained without foreclosing or waiving the lien herein created to secure the same.

Section 10. Interest: Late Charges. Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid within ten (10) days after it is due, may, upon resolution of the Board, bear interest at a rate not to exceed the maximum legal rate permitted from time to time in the State of Maryland, and may, by resolution of the Board, subject the Member obligated to pay the same to the payment of such penalty or "late charge" as the Board may fix. The Association may bring an action at law against the Member personally obligated to pay the same, or foreclose on the lien against the Lot or Lots then belonging to said Member in the manner now or hereafter provided for the foreclosure of mortgages, deeds of trust or other liens on real property in the State of Maryland containing a power of sale and consent to a decree, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, in either of which events interest costs, and reasonable attorneys' fees of not less than Five Hundred Dollars (\$500.00) shall be added to the amount of each such delinquent fees, or other costs due hereunder shall be for joint and several liability of all persons who are Owners of the Lot or Lots with respect to which such charges are a lien hereunder.

Section 11. Delinquency Notices. The Association shall notify the holder of the first mortgage on any Lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of thirty (30) days and in any other case where the Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of thirty (30) days, but any failure to give such notice shall not affect the validity of the lien for any assessment levied pursuant to this Declaration, nor shall any such failure affect any of the priorities established in this article. The Board may post a list of members who are delinquent in the payment of any assessments or other fees which may be due the Association, including any installment thereof, which becomes delinquent, in any prominent location upon the Property.

Section 12. Assessment Certificates. The Association shall upon demand at any time furnish to any Member liable for any assessment levied pursuant to this Declaration (or any other party legitimately

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interested in the same) a certificate in writing signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Twenty Five Dollars (\$25.00) may be levied in advance by the Association for each certificate so delivered.

Section 13. Acceleration of Installments. Upon default in the payment of any semi-annual installment of any assessment levied pursuant to this Declaration, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board and be declared due and payable in full. Any such accelerated regular maintenance assessments shall thereupon become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied and shall be collectable in the same manner and subject to the same interest, costs and charges as if such accelerated balance were a delinquent regular assessment.

Section 14. Priority of Lien. The liens established by this Declaration shall not be affected by the sale or transfer of the Lot encumbered and shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

(a) general and special assessments for ad valorem real estate taxes on the Lot; and

(b) the liens of any deeds of trust, mortgage instruments or encumbrances duly recorded on the Lot prior to the assessment thereon of the liens provided for in this Declaration or duly recorded on said Lot after receipt of a written statement from the Board reflecting that payments on said liens were current as of the date of recordation of said deed of trust, mortgage instrument or encumbrance.

Notwithstanding any other provision of this Declaration to the contrary, however, the lien of any assessment levied pursuant to this Declaration upon any Lot, as in this article provided, shall be subordinate to the lien of any first mortgage made in good faith and for value received and shall in no way affect the rights of holder of any such first mortgage; provided, however, that such subordination shall apply only to assessments, and installments thereof, which have become due and payable prior to a sale or transfer of the Lot pursuant to a foreclosure of such first mortgage, or any deed, assignment or other proceeding or arrangement in lieu of foreclosure thereof. Any holder of a first mortgage duly recorded on the Lot and made in good faith and for value received who comes into possession of the Lot pursuant to a foreclosure of such first mortgage, or any deed, assignment or other proceeding or arrangement in lieu of foreclosure, and any other purchaser at a foreclosure sale thereon, shall take the Lot free of any claims for unpaid maintenance assessments levied against the Lot which accrue prior to the time such holder comes into

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possession of the Lot or prior to the foreclosure sale, except for claims for a proportionate share of such unpaid maintenance assessments resulting from a reallocation of such unpaid maintenance assessments among the Lots upon the Property. Such foreclosure, deed, assignment or other proceeding or arrangement in lieu of foreclosure shall not, however, relieve the mortgagee in possession or the purchaser at any foreclosure sale from any liability for any maintenance assessments thereafter becoming due, or from the lien herein created to secure the payment of such maintenance assessments, which said lien, if claimed, shall have the same effect and be enforced in the same manner as provided herein. No amendment to this section shall affect the rights of the holder of any first mortgage on any Lot (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or of the indebtedness secured thereby) shall join in the execution of such amendment. The Board may, in its sole and absolute discretion, extend the provisions of this section to the holders of mortgages (or of the indebtedness secured thereby) not otherwise entitled thereto.

Section 15. Additional Default. Any recorded first mortgage secured by a Lot in the Property shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby); but failure to include such a provision in any such mortgage shall not affect the validity or priority thereof and the protection extended to the holder of such mortgage (or the indebtedness secured thereby) by reason of Section 14 of this article shall not be altered, modified or diminished by reason of such failure.

Section 16. Assessment of Declarant. Anything in this Declaration to the contrary notwithstanding, no Lot held by the Declarant or the maker of any Subsequent Amendment for the purpose of annexing additional property to the legal operation and effect of this Declaration shall be subject to assessment by the Association until sixty (60) days following the issuance by the appropriate agency of the City of Annapolis, Maryland, of a Certificate of Occupancy, or the like, for a dwelling or dwellings constructed upon such Lot or the substantial completion of such dwelling, whichever shall first occur.

Section 17. Exempt Property. No portion of the Common Areas or community facilities shall be subject to assessment of any kind by the Association.

ARTICLE XIII

Compliance and Default

Each Owner and/or occupant or user of the Property (or any part thereof) shall be governed by, and shall comply with all of the terms of this Declaration, the Rules and Regulations herein provided for, and any amendments of the same. A default by an Owner or such an occupant

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or user shall entitled the Board, acting by itself, for the Association, or through the Management Agent, to the following relief:

Section 1. Legal Proceedings. Failure to comply with any of the terms of this Declaration or the Rules and Regulations shall be grounds for relief which may include, without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of any and all assessments, any other relief provided for in this Declaration and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Board, the Management Agent, or, if appropriate, by any aggrieved Owner. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants and restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

Section 2. Additional Liability. Each Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his acts, neglect or carelessness or the

acts, neglect, or carelessness of any member of his family or his employees, tenants, agents, guests, invitees, or licensees. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any Lot or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

Section 3. Costs and Attorneys' Fees. In any proceeding arising out of any alleged default by an Owner, occupant or user of the Property (as specified in Section 1 above), the Board, the Management Agent, and/or any aggrieved Owner, shall be entitled to recover the costs of the proceedings, and such reasonable attorney's fees as may be determined by the court.

Section 4. No Waiver of Rights. The failure of the Association, the Board, or an Owner to enforce any right, provision, covenant or condition which may be granted by this Declaration or the Rules and Regulations shall not constitute a waiver of the right of the Association, the Board, or the Owner to enforce such right, provision, covenant, or condition in the future. All rights, remedies and privileges granted to the Association, the Board or an Owner pursuant to any term or provision of this Declaration or the Rules and Regulations 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 any other term or provision of this Declaration or the Rules and Regulations, at law or in equity.

Section 5. Abatement and Enjoinment of Violations by Owners. The violation of any provision of this Declaration or of any of the Rules and Regulations adopted by the Board shall give the Board (or the Management Agent or its agents and employees at the direction of the Board) the right, in addition to any other rights set forth in this Declaration, (a) after reasonable notice, to enter the Lot upon which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, any structure, thing or condition, that may exist therein contrary to the intent and meaning of the provisions hereof or said rule or regulation and the Board (or the Management Agent, its agents and employees) shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, at the expense of the breaching party.

Section 6. Fines. After providing such due process as is required by the Bylaws, the Board shall have the power to impose a fine of not more than \$200.00 for each initial violation or \$400.00 for each repeated violation by an Owner or a tenant, guest, or member of the family of an Owner, of any of the provisions of this Declaration or the Rules and Regulations. Fines for violations by a member of an Owner's family or his tenants or guests shall be the joint and several obligation of such Owner; and, for the purposes of this subsection, each day any such violation continues shall be deemed to be a separate such violation. Any fine imposed by the Board for a violation of this Declaration or the Rules and Regulations, together with interest, attorneys' fees and costs of collection as hereinafter provided, shall be a lien levied against the Owner's Lot as of the day of the imposition of the fine, and may be foreclosed in the manner provided for the foreclosure of liens for maintenance assessments. Any such lien for the payment of a fine shall be subject to the provisions of Section 14 of Article XII of this Declaration as if such lien were a lien for a maintenance assessments. As determined by the Board, interest on the unpaid amount of any fine shall accrue at a rate not to exceed the maximum legal rate permitted from time to time in the State of Maryland. In the event of litigation to collect the amount of any fine imposed pursuant to the terms of this Declaration, the Articles, or the Bylaws, the persons obligated to pay such fine shall further be obligated to pay to the Association reasonable attorneys' fees of not less than Five Hundred Dollars (\$500.00) and any costs of collection incurred in connection therewith.

ARTICLE XIV

Duration

The covenants and restrictions of this Declaration shall run with and bind the Property 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 unless, prior to the expiration of the then current term, (a) a written instrument shall be

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executed by at least three fourths (3/4ths) of the Members of the Association (representing at least three fourths (3/4) of the votes of such membership) stating that this Declaration, or any provisions hereof, shall expire at the end of the then current term, and (b) such written instrument is recorded among the Land Records for the jurisdiction in which this Declaration is recorded.

ARTICLE XV

Amendment

Section 1. Amendment. Subject to the other limitations set forth in this Declaration, and except where permanent rights, easements, rights-of-way or the like are established in this Declaration, prior to the lapse and conversion of all of the Class B memberships in the Association to Class A memberships, as in Article IV provided, this Declaration may be amended only by an instrument executed and acknowledged by at least two thirds (2/3) of the Class A Members of the Association, if any, and by the Declarant, which instrument shall be recorded among the Land Records for the jurisdiction in which this Declaration is recorded. Subject to the other limitations set forth in this Declaration, and except where permanent rights, easements, rights-of-way or the like are established in this Declaration, following the lapse and conversion of all of the Class B memberships in the Association, as in Article IV provided, this Declaration may be amended by an instrument executed and acknowledged by at least two thirds (2/3) of the Class A Members of the Association, which instrument shall be recorded among the Land Records for the jurisdiction in which this Declaration is recorded. Subject to the other limitations set forth in this Declaration, and notwithstanding anything contained in this Declaration to the contrary, this Declaration may be amended for requirements of either the FNMA, the FHLMC, the VA, the FHA or any other governmental or quasi-governmental agency making or insuring loans secured by residential properties by an instrument executed and acknowledged by a majority of the then Members of the Association, which instrument shall be recorded among the Land Records for the jurisdiction in which this Declaration is recorded. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording.

Section 2. Amendments by the Declarant. Notwithstanding, and in addition to, any other provision of this Declaration, the Articles, the Bylaws and the Rules and Regulations, the Declarant shall have the right, and hereby reserves the sole right and authority, to be exercised in its sole discretion without the consent of any other person, at any time and from time to time while it owns any class B Membership, if so required by the FNMA, the FHLMC, the VA, the FHA or any other governmental or quasi-governmental agency making or insuring loans secured by residential properties, to amend, modify or add to the provisions of this Declaration, and the other documents and instruments relating to the Association or the Property as need therefore be made.

Such right also is reserved to comply with the requirements of any lender or title insurance company, provided such amendments, modifications or additions made pursuant to the requirements of any lender or title insurance company do not adversely or materially affect the interests in the Property of the Owners or mortgagees of any Lots. Any such amendments, modifications of, or additions to this Declaration by the Declarant shall be effective on the date specified in the written instrument effecting the same, if any, or, if not, on such date as the instrument is recorded among the Land Records for the jurisdiction in which this Declaration is recorded.

ARTICLE XVI

Mortgagees' Rights

Section 1. Consents. Any other provision of this Declaration to the contrary notwithstanding, neither the Members, the Board, nor the Association shall by act or omission, take any of the following actions without the prior written consent and approval of the institutional holders of all first mortgages of record on the Lots:

- (a) abandon, partition, subdivide, encumber, sell or transfer any of the Common Areas or community facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the Common Areas and community facilities by the Members of the Association shall not be considered a transfer within the meaning of this section; or
- (b) abandon or terminate this Declaration; or
- (c) modify the method of determining and collecting common expense assessments or other assessments as provided for in this Declaration; or
- (d) waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design, exterior appearance, or maintenance of improvements, (including without limitation, additions and alterations thereto) on the Lots as provided for in this Declaration; or
- (e) fail to maintain fire and extended coverage on insurable Common Areas on a current replacement costs basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement costs); or
- (f) resolve to use the proceeds of casualty insurance on the Common Areas for any purpose other than the repair, replacement or reconstruction of the Common Areas and community facilities; or
- (g) modify or amend any substantive provision of this Declaration which is material to the rights of such mortgagee; or

(h) terminate, dissolve, annul the corporate charter of or completely liquidate the Association.

Section 2. Special Agency Consents. If the FNMA is a mortgagee with respect to any Lot or if the VA or the FHA has guaranteed or insured any mortgage encumbering a Lot, neither the Members, the Board, nor the Association shall, by act or omission, take any of the actions specified in Section 1 of this article without the prior written consent and approval of the agency so concerned.

Section 3. Notice of Contemplated Foreclosure Proceedings. No suit or other proceedings may be brought to foreclosure any lien levied or established pursuant to this Declaration except after ten (10) days' written notice to the holder of the first mortgage on the Lot which is the subject matter of such suit or proceeding.

Section 4. Right to Cure. Any institutional first mortgagee of any Lot upon the Property may pay any taxes, utility charges or other charge levied against the Common Areas and community facilities which are in default and which may or have become a charge or lien against any of the Common Areas and community facilities; and any such institutional first mortgagee may pay, for the benefit of the Association, any overdue premiums on any hazard insurance policy or secure new hazard insurance coverage on the lapse of any policy with respect to the Common Areas and community facilities. Upon demand thereto, any first mortgagee who advances any such payment shall be due immediate reimbursement of the amount so advanced for the Association.

Section 5. Priority of First Mortgagees. No provision of this Declaration, the Bylaws, or the Rules and Regulations shall be construed to grant to any Owner, or to any other party, any priority over any rights of first mortgagees of the Lots pursuant to their first mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or taking of the Lots, or any portions thereof.

ARTICLE XVII

General Provisions

Section 1. Successors of Declarant. Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant hereunder, or any part of them, may be assigned and transferred (exclusively or non-exclusively) by the Declarant, with or without notice to the Association, subject to the Declarant's obligations hereunder.

Section 2. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Lot, or any interest therein, any deed or other instrument purporting to effect such transfer shall contain a provision incorporating by reference the covenants,

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restrictions, servitudes, easements, charges and liens set forth in this Declaration.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration, the Articles, the Bylaws, or the Rules and Regulations shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing. Whenever any notice is required to be given under the provisions of this Declaration, the Articles, the Bylaws, or the Rules and Regulations, a written waiver thereof signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed to fully satisfy any such requirements as to the notice.

Section 4. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Areas or community facility by any public or municipal agency, authority, or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the Common Areas or community facilities.

Section 5. Construction. The provisions, covenants, conditions, restrictions, easements and reservations contained in this Declaration shall be governed and construed in accordance with the laws of the State of Maryland. Such provisions, covenants, conditions, restrictions, easements and reservations shall be liberally construed to effectuate the purposes of (a) allowing the Declarant to expeditiously develop the Property, construct dwellings on the Lots, and market and sell these dwellings and Lots to prospective Owners and (b) creating a uniform plan for the future operation of Hawkins Cove, for the preservation of aesthetic and property values therein, and for the common welfare and enjoyment of all residents thereof.

Section 6. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male gender shall include all genders and the singular shall include the plural.

Section 7. Severability. All of the covenants, conditions restrictions, easements and reservations contained in this Declaration are hereby declared to be severable and a finding by any court of competent jurisdiction that any of them or any clause or phrase thereof, is void, unlawful or unenforceable shall not affect the validity or enforceability of any other covenants, conditions, restrictions, easements, reservations, or clause or phrase thereof.

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) MMR 5224, p. 0769, MSA_CE59_5568. Date available 06/24/2005. Printed 08/02/2017.

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IN WITNESS WHEREOF the parties have executed this Declaration as of the date first written hereinabove.

WITNESS:

BOUCHER AVENUE PARTNERSHIP

EB Clark

By [Signature] (SEAL)

ALAN H. LEGUM,
GENERAL PARTNER

[Signature]

By [Signature] (SEAL)

WILLIAM A. SMITH, III,
GENERAL PARTNER

[Signature]

By [Signature] (SEAL)

MORRIS SNYDER,
GENERAL PARTNER

RONALD HOLLANDER

EB Clark

By [Signature] (SEAL)

ALAN HYATT, TRUSTEE

as to

By [Signature] (SEAL)

S. SCOTT KIRKLEY, TRUSTEE

SEVERN SAVINGS BANK, F.S.B.

all

By [Signature] (SEAL)

ALAN HYATT, TRUSTEE

By [Signature] (SEAL)

S. SCOTT KIRKLEY, TRUSTEE

(HAWKINS.CVN)

2017.08.02 08:02:05 MSA_CE59_5568. Date available 06/24/2005. Printed 08/02/2017. MMR 5224, p. 0770, MSA_CE59_5568. Date available 06/24/2005. Printed 08/02/2017. MMR 5224, p. 0770, MSA_CE59_5568. Date available 06/24/2005. Printed 08/02/2017.

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EXHIBIT A

Being known and designated as Lot number 1,2,3,4+5, together with an undivided 100% interest in the common area, as shown on a plat entitled "Hawkins Cove, a planned residential community", which plat is recorded among the Plat Records of Anne Arundel County in Plat book 128, page 5.

Being a portion of that property which by Deed dated June 16, 1988 and recorded among the Land Records of Anne Arundel County in Liber 4628, Folio 238 was granted and conveyed to the Boucher Avenue Partnership by Ronald Hollander.

2(BOUCHEREXA)

EXHIBIT B 1772
CONTINUOUS WARRANTY AGREEMENT

Project: Boucher Avenue Partnership
Address: 1727-1235 Boucher Avenue
Applicant's signature: [Signature]
FRANIS L. LUM, Managing Director

I. Inspection or Initial Acceptance

- A. Maintenance and warranty shall begin after final landscape inspection and acceptance.
- B. The inspection shall be made on all work installation and improvements shown on the approved landscape plan.
- C. Inspection shall be made by the Department of Planning and Zoning.

II. Maintenance After Initial Acceptance or Inspection

- A. Maintenance shall include a thorough initial watering with weekly watering thereafter for the first month after acceptance. Watering thereafter shall be on a bi-weekly basis for an additional two months. The total number of waterings shall be a maximum of eight (8) for the 3 month period.
- B. During the warranty period, settled plants shall be reset to proper grade and position, dead material removed, and gusset tightened or repaired within a reasonable time.

III. Warranty

- A. The owner/applicant shall conduct a final inspection at the end of a one year period after acceptance.
- B. Any material that is 25% dead or more shall be considered dead and must be replaced. A tree shall be considered dead when the main leader has died back, or there is 25% of the crown dead.

IV. Replacements and Conditions

- A. Replacements shall be made during the next planting period unless the landscape contractor agrees to an earlier date.
- B. A replacement shall be of the same size as the original with no additional soil additives to be used.
- C. The applicant/owner shall be responsible for plant material that have been damaged by vandalism, fire, removal, relocation or other activities.
- D. Plant losses due to abnormal weather conditions such as floods, excessive wind damage, drought, severe freezing or abnormal rains shall be the responsibility of the applicant/owner.
- E. Ground covers, broadleaf evergreens, red, willow and scarlet oaks and all conifers except white pines shall not be planted between November 15 and March 15.

V. Pruning

- A. Plants shall be pruned as needed or directed by the City. All plants shall be pruned at the same time.

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic reproduction.

Exhibit C

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) MMR 5224, p. 0772, MSA_CE59_5568. Date available 06/24/2005. Printed 08/02/2017.

5224-773

B. Pruning shall include only work that is necessary to maintain the plants in their normal growth pattern.

VI. Feeding

A. Plants shall be fertilized once a year. Either of two methods may be used:

1. Surface Feeding - This shall consist of broadcasting a slow release (1.5% WIN or better) fertilizer over the mulched beds at the recommended rates as shown on the bags. Thorough watering is required upon completion.

2. Liquid Feeding - Pressure injection of a slow release fertilizer may be used on all plant material. Follow recommendations on the product for proper results.

VII. Mulching

A. Once a year, all mulched areas shall be remulched so that they contain a minimum depth of two inches and a maximum depth of three inches if needed. Mulch used shall equal in quantity and quality the type to that which was supplied during installation of the plants.

B. Saucers around all shade trees are required and shrubs shall be maintained in a weed-free manner.

VIII. Weeding

A. Weeding shall be scheduled throughout the year in order to keep the planting areas as free of weeds as possible.

B. The time of weeding shall be decided upon by the owner. The number of weedings shall not be less than six (6) during the growing season.

IV. Stake and Wire Removal

A. All staking and guying material above grade shall be removed from the tree and removed after a one year period.

B. All staking and guying materials above grade for replacement plant materials shall be removed after one year of installation.

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) MMR 5224, p. 0773, MSA_CE59_5568. Date available 06/24/2005. Printed 08/02/2017.

LANDSCAPE MAINTENANCE AGREEMENT

Project: Boucher Avenue Partnership
Address: 1227-1235 Boucher Avenue

Check Where Appropriate:

- Conditional Use
- Building Permit
- Occupancy Permit

Applicant: Boucher Avenue Partnership
 Limited Warranty Continuous Warranty

Property File Address: 1227-1235 Boucher Avenue
Conditional Use No.: C86-1-305
Resolution of Approval No.: R-2-87

This Agreement, made this _____ day of _____, 19__ by and between the City of Annapolis and Boucher Avenue Partnership hereinafter referred to as the "Applicant".

Whereas, the City of Annapolis through its Zoning Code requires the provision of landscaping and its maintenance in a healthy, safe, and attractive condition; and

Whereas, Boucher Avenue Partnership is the applicant for a Building Permit/ Use and Occupancy Permit/ Conditional Use for 5 Townhouses located at 1227-1235 Boucher Avenue, and has been required as a condition of approval to provide landscaping in accordance with a landscape plan approved by the Department of Planning and Zoning (Attachment A - Landscape Plan).

Now, therefore, the applicant agrees to the installation and maintenance of landscaping illustrated in the approved landscape plan in accordance with Landscape Specification Guidelines for Baltimore-Washington Metropolitan Areas, September 1981 edition and as subsequently amended. Maintenance after installation shall be provided in accordance with the Limited Warranty or Continuous warranty attached as Exhibit "A" or Exhibit "B".

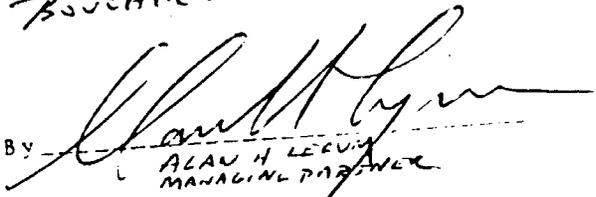
This Agreement shall be binding on the applicant, or the applicant's successors, heirs, or personal representatives, for as long as the obligation to maintain the landscaping

Exhibit B

5224-775

under the terms of the City's zoning regulations continues. Failure to fulfill the conditions of this Agreement will result in written notice from the City of Annapolis to the applicant requiring compliance. If the property is not brought into compliance with the approved standards in the determination of the Department of Planning and Zoning within 10 business days, the City may take such enforcement action as is deemed appropriate.

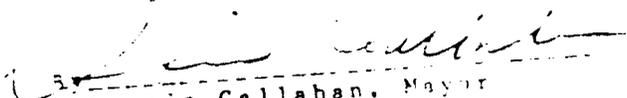
WITNESS:

BOUCHER AVENUE PARTNERSHIP
By 
ALAN H. LEARY
MANAGING PARTNER

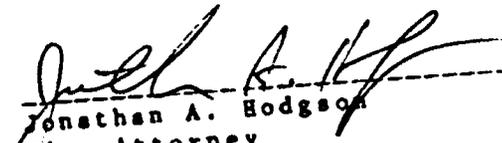
ATTEST:


Patricia L. Bembe, City Clerk

THE CITY OF ANNAPOLIS


Dennis Callahan, Mayor

Approved as to Legal Form and Sufficiency:


Jonathan A. Hodgson
City Attorney
9-6-88
Date

5224-776

PRIVATE STORMWATER MANAGEMENT FACILITY
INSPECTION AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made this 27 day of September, 1988, by and between Boucher Avenue Partnership, a Maryland General Partnership, referred to hereinafter as the Owner, and City of Annapolis, a municipal corporation of the State of Maryland, referred to hereinafter as the City.

WHEREAS, the Owner owns property (hereinafter referred to as the subject property) located at 1227 Boucher Avenue in the City of Annapolis, State of Maryland, and legally described in a deed dated the 16th day of June, 1988, recorded among the land records of Anne Arundel County in Liber 4628, page 238; and

WHEREAS, the Owner has applied for and is requesting that the City issue permits to build and grade upon the subject property; and

WHEREAS, the permits for which issuance is sought require the installation of a private stormwater management facility to serve the subject property; and

WHEREAS, Title 19, Section 12 of the Code of the City of Annapolis requires, prior to the issuance of the permits sought for the subject property, that there shall be executed an agreement providing for inspection and maintenance of the private stormwater management facility to be installed on the subject property;

THEREFORE, in consideration of the premises and of the mutual promises and understandings stated herein, and in consideration for the City's issuance of the building and grading permits sought by the Owner, and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree with each other as follows:

1. The Owner shall construct and install a private stormwater management facility (hereinafter referred to as the facility) on the subject property in compliance with design standards (hereinafter referred to as the applicable standards) as set forth in or required by Title 19, Section 12 of the Code of the City of Annapolis and any other rules, regulations and laws established, promulgated or adopted by the City.
2. The Owner shall provide for the proper operation, maintenance and repair of the facility to insure that it is and remains in proper working condition and in compliance with the applicable standards, and shall also regularly landscape the area immediately surrounding the facility and keep it free of trash and debris.
3. The Owner hereby grants and conveys unto the City and its contractors, agents and employees the right to enter upon the subject property and the right of access to the facility at reasonable times and in a reasonable manner to inspect the facility for compliance with the applicable standards. If, upon inspecting the facility, the City finds

Exhibit D

ANNE ARUNDEL COUNTY CIRCUIT COURT (and Records) MMR 5224, p. 0776, MSA_CE59_5568. Date available 06/24/2005. Printed 08/02/2017.

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COURT HOUSE
ANNAPOLIS, MD. 21401

5224-777

that the facility is in violation of the applicable standards, the City shall provide a written notice to the Owner advising the Owner of the nature and extent of each violation and a reasonable date by which the City requires the Owner to correct each violation. The Owner shall then perform the work required to correct each violation within the time indicated. If the Owner fails to properly correct any violation within the time indicated, the City and its contractors, agents and employees shall have the right of access to the facility to perform the work necessary to bring the facility into compliance with the applicable standards.

4. If necessary to implement or give effect to this Agreement, the Owner shall formally grant and convey to the City an easement over the subject property for access to the facility.

5. If the City performs any work pursuant to paragraph three of this Agreement, it may assess the Owner for the cost of the work and any penalties for the Owner's failure to perform the work. The cost of the work shall constitute a lien on the subject property, or be prorated against the beneficial users of the subject property, and may be placed on the property tax bill for the subject property and be collected by the City as ordinary property taxes with interest at the maximum legal annual rate.

6. If the City assesses the Owner for the cost of work pursuant to paragraph three of this Agreement, the Owner shall be jointly and severally liable with the owners of any and all other properties which are served by the facility, and the subject property shall be jointly and severally subject with other such properties to the imposition of any lien established as a result.

7. If necessary to implement and give effect to this Agreement, there shall be regular or special assessments against all present or subsequent owners of the subject property to insure that the facility is maintained in proper working condition and in compliance with applicable standards.

8. The Owner shall provide written notice to the City and all documents reflecting the legal or equitable transfer of the subject property or any of the Owner's responsibility for the facility. The notice shall be provided within 30 days after the transfer date.

9. The Owner shall provide all subsequent owners, successors, assigns and any other party responsible for the facility with a copy of this Agreement, any Deed of Easement granted to the City pursuant to this Agreement and all plans and designs detailing the construction, installation, operation, maintenance and repair of the facility.

10. Nothing in this Agreement is to be construed as relieving the Owner of responsibility for providing stormwater drainage in addition to stormwater management on the subject property if it is deemed necessary by the City or any other appropriate agency.

ANNE ARUNDEL COUNTY CIRCUIT COURT (and Records) MMR 5224, p. 0777, MSA_CE59_5568. Date available 06/24/2005. Printed 08/02/2017.

11. The Owner shall indemnify and hold the City and its contractors, agents and employees harmless from all claims and damages of any kind to person or property arising from the construction, installation, operation, maintenance, repair and any other use or function of the facility, except for such claims and damages that may arise due to the negligence of the City, its contractors, agents and employees.

12. Prior to the execution of this Agreement, the Owner, at the Owner's expense, shall provide the City with a current title report or other similar certification reflecting the identity of all parties who currently are lenders with respect to the subject property. The written consent to this Agreement of any such parties shall be attached to this Agreement and incorporated herein by reference.

13. The City, on behalf of the Owner, shall present this Agreement to the Land Records Office of Anne Arundel County for recording. The cost of recording this Agreement shall be incurred by the Owner.

14. If, pursuant to this Agreement, any deed of easement is granted to the City, the responsibilities and procedures for recordation as provided for in paragraph thirteen of this Agreement shall apply.

15. The parties shall join in or execute any written instruments and do any other act or thing which may be necessary or appropriate to implement any part of this Agreement.

16. This Agreement is made and executed in the State of Maryland and its validity, construction, meaning and effect shall be governed and determined in accordance with the laws of the State of Maryland.

17. This Agreement is intended to be the final and entire Agreement of the parties' rights and obligations pertaining to the inspection and maintenance of the stormwater management facility on the subject property. There are no representations, conditions, terms, statements, warranties, promises, covenants, understandings or agreements, verbal or written, other than those expressly set forth herein.

18. This Agreement is intended to supercede the existing Private Stormwater Management Facility Inspection and Maintenance Agreement pertaining to the subject property, said Agreement being dated the 20th day of August, 1987, and recorded among the land records of Anne Arundel County in Liber 4458, page 318, it being intended more specifically that this Agreement shall be the only agreement governing stormwater management facility inspection and maintenance on the subject property.

19. The terms of this Agreement shall run with the subject property and shall bind the Owner and the Owner's heirs, personal representatives, successors and assigns.

20. The parties acknowledge their right to obtain independent legal counsel to review this Agreement as to its fairness and meaning, that they have read and understand this Agreement, that they enter into

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) MMR 5224, p. 0778, MSA_CE59_5568. Date available 06/24/2005. Printed 08/02/2017.

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COURT HOUSE
ANNAPOLIS, MD 21401

5224 779

it freely, voluntarily and knowingly and that they, by their signatures, ratify its terms.

WITNESS the hands and seals of the parties.

BOUCHER AVENUE PARTNERSHIP:

Stella Anderson
WITNESS

BY: Alan H. Legum (SEAL)
ALAN H. LEGUM, General Partner

Date: 9/27/88

Stella Anderson
WITNESS

BY: Morris Snyder (SEAL)
MORRIS SNYDER, General Partner

Date: 9/27/88

Stella Anderson
WITNESS

BY: William A. Smith III (SEAL)
WILLIAM A. SMITH, III, General Partner

Date: 9/27/88

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

I HEREBY CERTIFY that on this 27 day of September, 1988, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Alan H. Legum, personally known to me or satisfactorily proven to be the person whose name is subscribed hereon, who made oath in due form of law that (1) he is a General Partner in the Maryland General Partnership known as Boucher Avenue Partnership; (2) as such, he is authorized to execute the foregoing Agreement on behalf of Boucher Avenue Partnership and to bind it thereby; (3) the matters and facts set forth in this Agreement are true and correct; (4) he executed this Agreement for the purposes stated therein; and (5) this Agreement is his free and voluntary act.

AS WITNESS my hand and Notarial Seal.

Jan A. Smallwood
Notary Public
My Commission Expires:

5224-780
STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that on this 27 day of September, 1988, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared MORRIS SNYDER, personally known to me or satisfactorily proven to be the person whose name is subscribed hereon, who made oath in due form of law that (1) he is a General Partner in the Maryland General Partnership known as Boucher Avenue Partnership; (2) as such, he is authorized to execute the foregoing Agreement on behalf of Boucher Avenue Partnership and to bind it thereby; (3) the matters and facts set forth in this Agreement are true and correct; (4) he executed this Agreement for the purposes stated therein; and (5) this Agreement is his free and voluntary act.

AS WITNESS my hand and Notarial Seal.


Notary Public
My Commission Expires:

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

I HEREBY CERTIFY that on this 27 day of September, 1988, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared WILLIAM A. SMITH, III, personally known to me or satisfactorily proven to be the person whose name is subscribed hereon, who made oath in due form of law that (1) he is a General Partner in the Maryland General Partnership known as Boucher Avenue Partnership (2) as such, he is authorized to execute the foregoing Agreement on behalf of Boucher Avenue Partnership and to bind it thereby; (3) the matters and facts set forth in this Agreement are true and correct; (4) he executed this Agreement for the purposes stated therein; and (5) this Agreement is his free and voluntary act.

AS WITNESS my hand and Notarial Seal.


Notary Public
My Commission Expires:

ATTEST:

CITY OF ANNAPOLIS:

OFFICE OF LAW
OF ANNAPOLIS
MUNICIPAL BUILDING
ANNAPOLIS, MD. 21401


PATRICIA L. BEMBE, City Clerk

BY:  (SEAL)
DENNIS M. CALLAHAN, Mayor

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) MMR 5224, p. 0780, MSA_CE59_5568. Date available 06/24/2005. Printed 08/02/2017.

5224-0781
Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



JONATHAN A. HODGSON
City Attorney

Date

Return to: Gary M. Elson
124 South Street
Annapolis, MD 21401

OFFICE OF LAW
OF ANNAPOLIS
MUNICIPAL BUILDING
ANNAPOLIS, MD. 21401

5224-782

CONSENT TO PRIVATE STORMWATER MANAGEMENT
FACILITY INSPECTION AND MAINTENANCE AGREEMENT

Alan J. Hyatt and S. Scott Kirkley, trustees of Severn Savings Bank, FSB, lender, under a Purchase Money Deed of Trust governing the property known as 1227 Boucher Avenue in the City of Annapolis, State of Maryland (hereinafter referred to as the subject property), being dated the 16th day of June, 1988, and recorded among the land records of Anne Arundel County in Liber 4628, page 241, hereby acknowledge and consent as follows:

1. We have read and understand the attached Private Stormwater Management Facility Inspection and Maintenance Agreement governing the subject property to which Boucher Avenue Partnership, a Maryland General Partnership, owner of the subject property, and the City of Annapolis, a municipal corporation of the State of Maryland, are parties.

2. We freely, voluntarily and knowingly consent to all of the terms of the Agreement.

3. We consent and agree that the interest in the subject property as stated above shall be subordinate and subject to the terms of the Agreement.

4. We have authority to execute this Consent on behalf of Severn Savings Bank, FSB, and to bind it thereby.

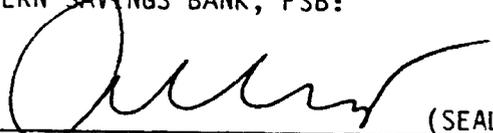
5. We have the right to obtain independent legal counsel to review the Agreement and this Consent as to its fairness, meaning and legal effect.

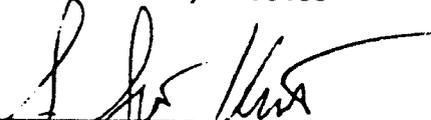
6. We consent and agree that this Consent in its entirety shall be incorporated by reference in the Agreement.

WITNESS:

SEVERN SAVINGS BANK, FSB:

Trustee R. Clemons

BY:  (SEAL)
ALAN J. HYATT, Trustee

BY:  (SEAL)
S. SCOTT KIRKLEY, Trustee

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ANNE ARUNDEL COUNTY, Md. 21401

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) MMR 5224, p. 0782, MSA_CE59_5568. Date available 06/24/2005. Printed 08/02/2017.

5224-783

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

I HEREBY CERTIFY that on this 23rd day of September, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Alan J. Hyatt, known to me or satisfactorily proven to be the person whose signature appears above, and he acknowledged that (1) he is trustee of Severn Savings Bank, FSB, lender, under the Purchase Money Deed of Trust identified in the foregoing Consent; (2) he as such is authorized to execute the foregoing Consent on behalf of Severn Savings Bank, FSB, and to bind it thereby; (3) he has executed this Consent for the purposes stated therein; and (4) this Consent is his free and voluntary act.

AS WITNESS my hand and Notarial Seal.

Crystal R. Clowers
Notary Public
My Commission Expires: 7/1/90

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

I HEREBY CERTIFY that on this 23rd day of September, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared S. Scott Kirkley, known to me or satisfactorily proven to be the person whose signature appears above, and he acknowledged that (1) he is trustee of Severn Savings Bank, FSB, lender, under the Purchase Money Deed of Trust identified in the foregoing Consent; (2) he as such is authorized to execute the foregoing Consent on behalf of Severn Savings Bank, FSB, and to bind it thereby; (3) he has executed this Consent for the purposes stated therein; and (4) this Consent is his free and voluntary act.

AS WITNESS my hand and Notarial Seal.

Crystal R. Clowers
Notary Public
My Commission Expires: 7/1/90

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) MMR 5224, p. 0783, MSA_CE59_5568. Date available 06/24/2005. Printed 08/02/2017.

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5224 784

CONSENT TO PRIVATE STORMWATER MANAGEMENT FACILITY INSPECTION AND MAINTENANCE AGREEMENT

Alan J. Hyatt and S. Scott Kirkley, trustees for Ronald B. Hollander, lender, under a Purchase Money Second Deed of Trust governing the property known as 1227 Boucher Avenue in the City of Annapolis, State of Maryland (hereinafter referred to as the subject property), being dated the 16th day of June, 1988, and recorded among the land records of Anne Arundel County in Liber 4628, page 265, hereby acknowledged and consent as follows:

1. We have read and understand the attached Private Stormwater Management Facility Inspection and Maintenance Agreement governing the subject property to which Boucher Avenue Partnership, a Maryland General Partnership, owner of the subject property, and the City of Annapolis, a municipal corporation of the State of Maryland, are parties.

2. We freely, voluntarily and knowingly consent to all of the terms of the Agreement.

3. We consent and agree that the interest in the subject property as stated above shall be subordinate and subject to the terms of the Agreement.

4. We have authority to execute this Consent on behalf of Ronald B. Hollander and to bind him thereby.

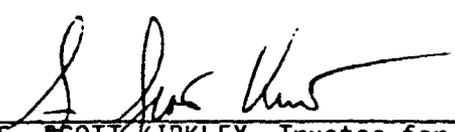
5. We have the right to obtain independent legal counsel to review the Agreement and this Consent as to its fairness, meaning and legal effect.

6. We consent and agree that this Consent in its entirety shall be incorporated by reference in the Agreement.

WITNESS:

Crystal R. Clemons

BY:  (SEAL)
ALAN J. HYATT, Trustee for
Ronald B. Hollander

BY:  (SEAL)
S. SCOTT KIRKLEY, Trustee for
Ronald B. Hollander

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ANNAPOLIS, MD 21401

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) MMR 5224, p. 0784, MSA_5568. Date available 06/24/2005. Printed 08/02/2017.

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit: 785

I HEREBY CERTIFY that on this 23rd day of September, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Alan J. Hyatt, known to me or satisfactorily proven to be the person whose signature appears above, and he acknowledged that (1) he is trustee for Ronald B. Hollander, lender, under a Purchase Money Second Deed of Trust identified in the foregoing Consent; (2) he as such is authorized to execute the foregoing Consent on behalf of Ronald B. Hollander and to bind him thereby; (3) he has executed this Consent for the purposes stated therein; and (4) this Consent is his free and voluntary act.

AS WITNESS my hand and Notarial Seal.

Crystal R. Clemen
Notary Public
-My Commission Expires: 7/1/90

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

I HEREBY CERTIFY that on this 23rd day of September, 1988, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared S. Scott Kirkley, known to me or satisfactorily proven to be the person whose signature appears above, and he acknowledged that (1) he is trustee for Ronald B. Hollander, lender, under a Purchase Money Second Deed of Trust identified in the foregoing Consent; (2) he as such is authorized to execute the foregoing Consent on behalf of Ronald B. Hollander and to bind him thereby; (3) he has executed this Consent for the purposes stated therein; and (4) this Consent is his free and voluntary act.

AS WITNESS my hand and Notarial Seal.

Crystal R. Clemen
Notary Public
My Commission Expires: 7/1/90

OFFICE OF LAW
OF ANNAPOLIS
MAYOR'S OFFICE BUILDING
ANNE ARUNDEL COUNTY, MD. 21401

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) MMR 5224, p. 0785, MSA_CE59_5568. Date available 06/24/2005. Printed 08/02/2017.

5224 786

BY-LAWS

OF

HAWKINS COVE HOMEOWNERS
ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION.

The name of the corporation is Hawkins Cove Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at c/o Alan H. Legum, Esquire, 208 Duke of Gloucester Street, Annapolis, Maryland 21401 but meetings of members and directors may be held at such places within the State of Maryland, County of Anne Arundel, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Hawkins Cove Homeowners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "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 such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Boucher Avenue Partnership, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded among the Land Records of Anne Arundel County.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Exhibit E

5224-787
ARTICLE III

MEETING OF MEMBERS

Section 1. Annual meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 2:00 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such members to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, two-fifths (2/5) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

STATE OF NEW JERSEY COUNTY CIRCUIT COURT (Land Records) MMR 5224, p. 0787, MSA_CE59_5568. Date available 06/24/2005. Printed 08/02/2017.

5224-758

Section 2. Term of office. At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

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ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special

meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

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

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

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take

effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the

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membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

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

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 6 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Hawkins Cove Homeowners's Association.

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ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Hawkins Cove Homeowners Association, Inc., have hereunto set our hands this 4th day of December, 1990.

William A. Smith

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Hawkins Cove Homeowners Association, a Maryland corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 4th day of December, 1990.

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) MMR 5224, p. 0793, MSA_CE59_5568. Date available 06/24/2005. Printed 08/02/2017.

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IN WITNESS WHEREOF, I have hereunto subscribed my name and
affixed the seal of said Association this 4th
day of December, 1990.

Secretary

(HAWKINS.BYL)

ARTICLES OF INCORPORATION
HAWKINS COVE HOMEOWNERS ASSOCIATION, INC.

First: I, the undersigned, Alan H. Legum, whose post office address is 208 Duke of Gloucester Street, Annapolis, Maryland 21401 being at least twenty-one (21) years of age, do hereby form a corporation under and by virtue of the general laws of the State of Maryland.

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

HAWKINS COVE HOMEOWNERS ASSOCIATION, INC.

Third: This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence lots and the Association property within all that certain property described and shown on a Plat entitled "Hawkins Cove" which plat is recorded among the Land records of Anne Arundel County in Plat Book 128 Page 5, as may be subjected to the Declaration of Covenants, Conditions and Restrictions made by Boucher Avenue Partnership, a Maryland General Partnership, dated of even date, and recorded or intended to be recorded among the Land Records of Anne Arundel County, State of Maryland (hereinafter called the "Declaration"), and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the Association property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless first approved by the City of Annapolis, and an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other nonprofit corporations organized for same purposes or annex additional residential property and common property, provided that

any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Maryland by law may now or hereafter have or exercise.

Fourth: The post office address of the principal office of the Association in this State is c/o Alan H. Legum, Esquire 208 Duke of Gloucester Street, Annapolis, Maryland 21401. The name and address of the Resident Agent of the Association in this State is Alan H. Legum, Esquire, 208 Duke of Gloucester Street, Annapolis, Maryland 21401. Said Resident Agent is an individual actually residing in the State of Maryland.

Fifth: The Association shall not be authorized to issue any capital stock. Every person or entity who is a record owner of the fee simple title in any lot which is subject to covenants of record to assessment by the Association, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, shall be a member of the Association Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

Sixth: The Association shall have two (2) classes of voting membership:

(a) Class A. Class A member(s) shall be all owners with the exception of the Declarant (as defined in the Declaration) and shall be entitled to one (1) vote for each lot owned. When more than one 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.

(b) Class B. Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to five (5) votes. The Class B membership shall cease, and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(i) when the total votes outstanding in the Class A membership equals or exceeds four votes, or

(ii) January 1, 1993

Seventh: The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successor are:

Alan H. Legum

c/o Alan H. Legum, Esquire
208 Duke of Gloucester Street
Annapolis, Maryland 21401

Morris Snyder

c/o Alan H. Legum, Esquire
208 Duke of Gloucester Street
Annapolis, Maryland 21401

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William Smith

c/o Alan H. Legum, Esquire
208 Duke of Gloucester Street
Annapolis, Maryland 21401

At the first annual meeting the members shall elect one (1) director for a term of one (1) year, one director for a term of two (2) years, and one director for a term of three (3) years; and at each annual meeting thereafter the members shall elect a director for a term of three (3) years.

Eighth: The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

Ninth: The Association shall exist perpetually.

Tenth: Amendment of these Articles shall require the assent to seventy-five (75%) of the entire membership, except that so long as there shall be Class B membership, a majority of the Class B members alone, without the need for the assent of the Class A members, may amend these Articles to provide that as long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, mergers and consolidations, mortgaging of Association property, dedication of Association property, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation and have acknowledged the same to be my act this ___ day of _____, 198__.

WITNESS:

Alan H. Legum

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) MMR 5224, p. 0797, MSA_CE59_5568. Date available 06/24/2005. Printed 08/02/2017.