

DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE  
SPRING BREEZE COMMUNITY IN THE VILLAGE OF KINGS CONTRIVANCE  
(Columbia, Maryland)

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made this \_\_\_\_\_ day of \_\_\_\_\_, 1981, effective \_\_\_\_\_, 1981, by HOWARD HOMES BUILDING CO., INC. ("Declarant"), a Maryland corporation in good standing, having its principal office in Columbia, Maryland, and RICHARD L. COVER and THOMAS M. SCOTT, III, ("Trustees") and UNION TRUST COMPANY OF MARYLAND, ("Beneficiary") under that certain Deed of Trust dated June 9 \_\_\_\_\_, 1981, and recorded among the Land Records of Howard County, Maryland in Liber 1056 folio 624, et seq.

STATEMENT OF FACTS AND PURPOSES

This Statement of Facts and Purposes, preliminary and background in nature, is not merely prefatory, but rather expressly made a part of this Declaration. The terms and provisions of this Declaration shall be binding upon both the Association (Paragraph D. infra) and all the residents from time to time in the Spring Breeze Community (SBC) area, located in the Village of Kings Contrivance (VKC) in Columbia, Howard County, Maryland.

A. The Village of Kings Contrivance

VKC is part of the city of Columbia. Declarant is owner in fee simple of certain property which is to be developed as the first section of the SBC, a part of VKC. The property is zoned and classified New Town and together with a larger area is to become known as the SBC and is subject to the terms and provisions of that certain Amended Final Development Plan (FDP), Phase No. 169-A-II Part 1, titled

"Village of Kings Contrivance  
Section 3 Area 1"  
Columbia  
Amended  
FDP Phase 169-A-II Part 1

recorded among the Land Records of Howard County, Maryland as Plats Nos. 315 through 329, respectively.

Also, the property is part of a recorded subdivision area of VKC, which is recorded as Plat No. 4230, titled

"Columbia  
Village of Kings Contrivance  
Section 3 Area 1"  
Sheet 4 of 13

and which total larger area is Parcel "E" of 11.272 acres as shown thereon.

B. Spring Breeze Community in the Village of Kings Contrivance

Parcel "E" is to be resubdivided as the Spring Breeze Community townhouse area, the first plat of which is recorded among the Land Records of Howard County, Maryland as Plat No. 4882, Sheet 2 of 2, and is the Property as defined herein in Article I, Section 2 hereof and as recorded is titled,

"Columbia  
Village of Kings Contrivance  
Section 3 Area 1  
Lots E-1 to E-83  
A Resubdivision of a Portion  
of Parcel 'E'  
Sheet 2 of 2

Plat No. 4882, Sheet 2 of 2, recorded June 4, 1981, contains the bed of Early Spring Way, certain easement areas, is the first SBC townhouse area resubdivision plat and contains the perimeter outline of the property laid out thereon by metes and bounds description, together with individual Lot designation by letter and number. It contains in all, eighty-one (81) residential lots designated E-1 through E-81, each inclusive, and, two (2) common area lots designated E-82 and E-83. Each lot on Plat No. 4882, Sheet 2 of 2, carries separate locational and dimensional data for distinctive identification.

C. Annexation.

Additional parts of Parcel "E", to be shown on future subdivision Plats to be recorded as aforesaid, may be acquired hereafter in fee simple ownership by Declarant. If so acquired by Declarant on or before January 1, 1984, and developed in accordance with the present general plan of development for the city of Columbia, Maryland, the VKC therein and the Spring Breeze Community located therein, each of which development concepts has been approved prior hereto by the Federal Housing Administration (FHA) or the Veterans Administration (VA), such after-acquired property will be subject to automatic annexation by the Association and to the terms of this Declaration by action of Declarant without the prior consent of the members of the Association or any other action required to effect such Annexation. But if otherwise acquired by Declarant, or others at anytime, detailed plans for such land to be so developed and annexed must be submitted to said Agencies for approval. Annexation of additional parts of Parcel "E" as recorded among appropriate subdivision plats in said Land Records shall become legally effective and binding for all purposes upon the proper execution and recordation of a Deed of conveyance from Declarant to Association of the common area lots shown on any future resubdivision plats of such area.

D. Partial Development Plan.

Declarant deems it to be in the best interests of future homeowners of the residential lots in Spring Breeze to establish a community identity, similar to other townhouse areas existing in Columbia, with an association to be formed and incorporated as Spring Breeze Community Association, Inc. ("Association"), a new Maryland corporation. This shall be a Maryland non-profit corporation organized to operate exclusively for civic, social, recreational, community and related public purposes and to take ownership and possession of and provide for the maintenance and preservation of certain open space or common areas described and designated herein and elsewhere as property to be utilized impartially and equitably for the good of all future homeowners of said lots, and which corporation shall have the obligation and duty to administer and enforce the provisions of this Declaration to effect these aims.

The property is or will be subject to the legal operation and effect of each of the following specific documents recorded or intended to be recorded among the Land Records of Howard County, Maryland prior to or simultaneously with the recordation of this Declaration:

1. Deed, Agreement and Declaration dated December 13, 1966 and recorded among said Land Records in Liber 463, folio 158, between The Columbia Park and Recreation Association, Inc., a Maryland non-profit membership corporation, and C. Aileen Ames. (The CPRA Lien);
2. Deed, Agreement and Declaration dated May 27, 1977, and recorded among said Land Records in Liber 825, folio 92, et seq. between The Howard Research and Development Corporation (HRD), The Columbia Park and Recreation Association, Inc. and Rose Marie Venere. (The Village of Kings Contrivance Restrictive Covenants, together with all supplements, if any, thereto);
3. Final Development Plan (FDP) Phase No. 169-A-II Part 1, recorded as Plats Nos. 315 through 329, respectively, among said Land Records as stated hereinabove and which establishes all final Zoning and Use criteria for the subject property;
4. Final Record Subdivision Plat (FRP) No. 4230, titled "Columbia, Village of Kings Contrivance, Section 3, Area 1".
5. Final Record Resubdivision Plat (FRP) No. 4882, Sheet 2 of 2, titled "Columbia, Village of Kings Contrivance, Section 3, Area 1, Lots E-1 to E-83, A Resubdivision of a Portion of Parcel 'E'" (Part of Spring Breeze Community Townhouse Area) together with all other resubdivision plats of Spring Breeze Community Townhouse Area to be similarly recorded.
6. Declaration of Party Wall and Easement Rights dated \_\_\_\_\_, 1981 and recorded among said Land Records in Liber \_\_\_\_\_, folio \_\_\_\_\_, et seq. and as may be supplemented.

Lots Nos. E-82 and E-83 on said Plat No. 4882, Sheet 2 of 2, are unimproved lots which are set aside by Declarant to be the common areas for all homeowners and other authorized users and upon parts of which common area parking of vehicles for homeowners and other authorized persons is planned and permitted. The surface of all parking areas will be initially graded and paved by the Declarant and thereafter be maintained by the Association. All common area lots on subsequent recorded resubdivision plats in SBC shall be similarly benefitted and burdened.

Certain of the aforesaid community parking areas will also extend into a part of the bed of Early Spring Way, as shown on Plat No. 4882, Sheet 2 of 2. After said parking areas have been graded and paved by Declarant, Howard County, Maryland has an option to acquire fee simple title to the bed of Early Spring Way as shown on Plat No. 4882, Sheet 2 of 2. A roll curb is to be constructed which will locate and confine certain special parking areas to be created. So much of said paved parking area as lies within the bed of Early Spring Way, will be owned in fee simple by the Declarant during initial construction, then offered by fee simple conveyance to Howard County, Maryland. This conveyance may be accepted by said Howard County, Maryland, without any obligation to maintain such parking area as a public responsibility and with the specific continuing obligation to be assumed and accepted by Association to maintain same. Any access roads on subsequent recorded resubdivision plats in SBC shall be similarly benefitted and burdened.

NOW, THEREFORE, Declarant hereby declares that all of the property described above on Plat No. 4882, Sheet 2 of 2, or subsequently annexed and subject hereto, shall be held, sold and conveyed, subject to the aforementioned and following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Spring Breeze Community. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding upon and enure to the benefit of all parties having or acquiring any right, title or interest in SBC.

## ARTICLE I

### DEFINITIONS

Section 1. "Association" means and refers to SPRING BREEZE COMMUNITY ASSOCIATION, INC., its successors and assigns.

Section 2. "Property" means and refers to that certain real property described hereinbefore in the Statement of Facts and Purposes, paragraph B.

Section 3. "Annexation Property" means and refers to parts of Parcel "E" described hereinbefore in the Statement of Facts and Purposes, paragraph C, which property, as hereinbefore stated, may become subject to the terms of this Declaration, without the prior consent of the members of the Association. Such annexation may be effected and conditioned only as stated in said paragraph C.

Section 3A. "Other Annexation Property" means and refers to any real property designated by the owners thereof by appropriate instrument in writing duly executed and recorded among the Land Records of Howard County, Maryland, to become and be subject to the legal operation and effect of this Declaration PROVIDED always such annexation shall only be binding and effective if approved by a two-thirds (2/3) vote of each class of the members entitled to vote of the Association at a meeting duly called to act upon such proposal and subject always to the prior approval of the Federal Housing Administration or Veterans Administration if any Class B membership (hereinafter defined) is outstanding.

Section 3B. Unless otherwise herein specifically stated, all references to "Annexation Property" shall include "Other Annexation Property" and vice versa.

Section 4. "Common Area" means and refers to any and all areas of land so designated on the recorded resubdivision plat of the Property or on the recorded resubdivision plat containing any Annexation Property and as set aside and intended for the common use and enjoyment of the owners of lots.

The common area to be owned by the Association at the time of the conveyance of the first lot is further delineated as follows:

BEING Lots Nos. E-82 and E-83 as shown  
on the subdivision plat recorded as Plat No.  
4882, Sheet 2 of 2, among the aforesaid  
Land Records.

Section 5. "Lot" means and refers to each plot of land shown upon the recorded resubdivision plat of the property as a residential lot. The word "lot" when used herein with reference to common area is the area so designated on the resubdivision plat upon which it appears.

Section 6. "Member" means and refers to every person or entity who holds membership in the Association as provided for in ARTICLE II hereof.

Section 7. "Owner" means and refers to the record owner, whether one or more persons or entities, of a leasehold or fee simple title to any lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation or the owner of a redeemable reversion in fee or ground rent.

Section 8. "Declarant" means and refers to Howard Homes Building Co., Inc. (HHBC), its successors and assigns, including any such successor or assignee which acquires title to more than one undeveloped lot either by sale, assignment or foreclosure of any security instrument to which any portion of the property is subject.

Section 9. "The CPRA Declaration" means and refers to the Deed, Agreement and Declaration of Covenants, Easements, Charges and Liens made the 13th day of December, 1966, by and between The Columbia Park and Recreation Association, Inc., and C. Aileen Ames, and recorded among the Land Records of Howard County, Maryland, in Liber 463, folio 158.

Section 10. "Kings Contrivance Village Covenants" means and refers to those covenants, agreements, easements, liens and restrictions as set forth in a certain Deed, Agreement and Declaration dated May 27, 1977, and recorded among the Land Records of Howard County, Maryland, in Liber 825, folio 92, et seq., between The Howard Research and Development Corporation, et al., and Rose Marie Venere.

Section 11. "Fee title" to each residential and common area lot shown on said Plat No. 4882, Sheet 2 of 2, when conveyed by Declarant or assigns shall not extend beyond the specific lot outlines as shown on said plat.

Section 12. The phrase "Spring Breeze Community Covenants and Restrictions", or similar terminology means this instrument.

Section 13. The phrase "Veterans Administration" (VA) or "Federal Housing Administration" (FHA) whenever appearing herein whether separately or jointly shall mean and include each and the other as said agencies approve legal documents, mandated by the U. S. Department of Housing and Urban Development approved Planned Unit Developments under FHA Form 1400 and VA Form 26-8200 revised October, 1973, together with any supplements to date.

## ARTICLE II

### MEMBERSHIP

Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. The foregoing does not include any person or entity having such record interest merely as security for the performance of an obligation by another. Ownership of a lot is the sole qualification for membership.

Class A. Class A members shall be all owners with the exception of the Class B members.

Class B. The Class B members shall be the Declarant as above defined and any person, firm or corporation to which the Declarant shall transfer two or more undeveloped lots for the purpose of development.

## ARTICLE III

### VOTING RIGHTS

The Association shall have two classes of voting membership.

Class A. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by ARTICLE II. When more than one person holds such interest in any lot, all such persons shall be members but the vote for such lot shall be apportioned into as many fractions of the whole as there

are owners, so that in no event shall more than one full vote be cast with respect to any lot.

Class B. Class B members shall be entitled to three votes for each lot in which they hold the interest required for membership by ARTICLE II.

Conversion. Class B membership shall cease and be converted automatically to Class A membership as to each lot on the happening of the earlier to occur of the following events:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) January 1, 1985.

#### ARTICLE IV

##### PROPERTY RIGHTS

Section 1. Member's Easement of Access (Note 2, Plat No. 4882 )  
Every lot is hereby expressly benefitted as the dominant property, with an unrestricted perpetual easement for ingress and egress between said lot and Early Spring Way; also, all future resubdivisor residential lots in SBC shall be similarly so benefitted by the automatic application and attachment of the terms hereof without any further action required so that each lot shall thereby enjoy a perpetual easement for ingress and egress between such lot and the road area designated on the resubdivision plat containing such lot. The easement rights expressed herein shall be paramount to those rights as well as the limitations thereof as are stated in Section 2 of this Article IV.

Section 2. Member's Easement of Enjoyment. Every member shall have a right and easement of enjoyment in and to the common area. Such easement shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) The right of the Association to limit from time to time the number of guests which any member may allow to use the common area or any recreational facility which might be established on the common area.
- (b) The right of the Association to charge reasonable admission, maintenance and other fees for the use of any recreational facility which might become situated upon the common area.
- (c) The right of the Association, in accordance with its Articles and By-Laws, and with the assent of two-thirds (2/3) of the votes of each class of members entitled to vote, computed separately, expressed at a meeting duly called for such purpose at which a quorum is present, to borrow money for the purpose of improving the common area and the facilities and in aid thereof, with the further assent evidenced by two-thirds (2/3) vote of the members of each class entitled to vote, computed separately, to mortgage said common area and the rights of such mortgagee in said common area shall be superior to the general rights of the homeowners hereunder subordinate to such covenants, conditions, restrictions, reservations, liens and charges as are provided for in the CPRA Declaration and the Kings Contrivance Village Covenants as either is supplemented from time to time.
- (d) The right of the Association to suspend a member's voting rights and the right to use the recreational facilities (1) for any period during which any assessment against his lot remains unpaid and (2) for a period not to exceed sixty (60) days for any violation of its published rules and regulations.
- (e) The right of the Association to dedicate or transfer all or any part of the common area 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 an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been prior executed, acknowledged and recorded, approving such dedication or transfer.

Section 3. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the common area to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 4. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey the common area to the Association prior to the conveyance by it of any lot within the property to any prospective owner, all as defined in ARTICLE I hereof.

#### ARTICLE V

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant for each lot owned within the property, hereby covenants, and each owner of any lot by hereafter accepting a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected from time to time as hereinafter provided. However, the assessment for the Declarant for any vacant lot or any lot superimposed with an unoccupied or unsold house thereupon shall be twenty-five percent (25%) of the assessment levied against improved lots of transferee Class A members.

The annual and special assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation for payment of the person who was the owner of such property at the time when the assessment became due. This personal obligation for payment shall not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively within Spring Breeze to maintain and provide common green areas, street and parking facility improvements as necessary, sidewalks, public safety, a street safety lighting system to be installed and maintained by Baltimore Gas & Electric Company, the aesthetic appearance of Spring Breeze, snow removal, other purposes and functions permitted and sanctioned for exempt organizations under Section 501(c)(3) and (4) of the Internal Revenue Code together with any amendments or supplements thereto and to enforce the terms and provisions of this Declaration.

Section 3. Basis and Maximum of Assessments.\* Until January 1 of the year immediately following the conveyance of the first lot to an owner, the initial and maximum annual assessment for each lot shall be Ninety-six Dollars (\$96.00) annually to be levied and paid (pro rata initially) in advance beginning, as to each lot, with the first day of the month following transfer of record ownership of title to the common area from Declarant to Association.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased by vote of the Board of Directors up to five percent (5%) annually over the assessment of the preceding year, effective January 1 of each year and without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased effective January 1 of each year above said maximum of 5% for the next succeeding three (3) years and at the end of each such period of three (3) years, for each succeeding period of three (3) years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members entitled to vote, computed separately, at a meeting duly called for this purpose, and with prior written notice of the purpose thereof sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors shall fix the annual assessment at an amount not in excess of the maximum permissible.

(d) Until positive action to the contrary is taken by the Board of Directors, the maximum and minimum annual assessment for each lot shall be Ninety-six Dollars (\$96.00) due and payable January 1 of each calendar year in advance for the ensuing twelve (12) month period except as otherwise herein qualified.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement within the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment, when levied, shall contain the terms and method of payment therefor and shall have been previously approved by the assent of two-thirds (2/3) of the votes of each class of members entitled to vote, computed separately, who are voting in person or by proxy at a meeting duly called for this purpose with prior written notice of the purpose thereof sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots except for the special condition for limited duration applicable to the Declarant as noted hereinbefore.

Section 6. Quorum for any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided for in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast seventy percent (70%) of all the votes of each class of membership entitled to vote shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called after proper notice, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance by Declarant of the Common Area. The first annual assessment of each lot shall be pro rated according to the number of months remaining thereafter in the calendar year and shall be a charge and lien due and payable the year of the assessment at the time of transfer of ownership from the Declarant. Thereafter, all annual assessments shall be levied and become due and payable January 1 of each year. The Board of Directors shall fix the amount of the annual assessment against such lots at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner. The due dates and amounts of all special assessments shall be established by the Board of Directors from time to time.



The Association shall upon demand in writing by the Owner or his proper representative at any time furnish an Estoppel Certificate in writing within seven (7) days signed by an officer of the Association, setting forth the amount of all assessments on any specified lot and whether or not such have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. Failure to furnish said certificate within seven (7) days after proper demand in writing and prior payment of the charge for same, shall be deemed conclusive proof, solely to the party requesting such certificate and those claiming by, through and under him, that same have been paid and shall entitle such party and those claiming by, through and under him to act thereupon for all purposes whatsoever to the peril of the right of the Association to collect any then unpaid assessments or levies for the year(s) at issue as against said party and those claiming by, through and under him.

Section 8. Effect of Nonpayment of Assessments; Remedies of Association. Any assessment which is not paid when due shall be delinquent. If assessment is not paid within thirty (30) days after due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) 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, with interest, costs, and reasonable attorney's fees for any such action added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any development, construction, purchase money or other bona fide first mortgage and also, to the lien created in the CPRA Declaration. Sale or transfer of any lot shall not affect any of these assessment liens. However, the sale or transfer of any lot which is subject to any first mortgage, pursuant to a decree of foreclosure under such first mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. Any personal liability against a delinquent lot owner hereunder is not thereby affected.

## ARTICLE VI

### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this ARTICLE, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair, Weatherproofing and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Right to Contribution Runs with Land. The right of any owner to contribution from any other owner under this ARTICLE shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this ARTICLE, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

## ARTICLE VII

### USE RESTRICTIONS

Section 1. Land Use and Building Type. The land in SBC shall be developed and used only for those appropriate purposes as permitted and approved under FRP No. 169-A-II Part 1 and further as shown on resubdivision Plat No. 4882. The Declarant, however, for itself, its successors and assigns, reserves the right, prior to the transfer of the first lot on each successive resubdivision plat for Spring Breeze to alter, amend and change on each of said successive plats any part thereof or any part of the entire subdivision plan for Spring Breeze, if in compliance with the requirements of Howard County, Maryland in which event Declarant shall also advise the FHA or the VA of such action which Agency will then act independently thereon. No building shall be erected, altered, placed or permitted to remain on any lot other than a single family attached dwelling and an architecturally approved outside storage building for use solely by the lot owner. No residence, or any part thereof, nor any out-buildings related thereto, shall be used for any purpose other than as permitted from time to time by the Zoning Laws and Regulations of Howard County, Maryland. Except for those related to real estate sales and construction, no sign, advertisement or message shall be displayed or published which offers or implies commercial or professional services, or which might constitute any other kind of business solicitation in, or from, any residence or residential property. Notwithstanding the foregoing with the prior written consent of Declarant, and subject to existing restrictions of the Village Covenants:

(a) During the construction and/or sales period of SBC, real estate sales and construction offices, displays, signs and special lighting may be erected, maintained and operated by Declarant on any part of said property and on or in any building or structure now or hereafter erected thereon.

Section 2. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood. Property owners shall at all times maintain their property and all appurtenances thereto in good repair and with neat appearance. Refuse containers shall be stored or placed on property in inconspicuous and inoffensive areas. Trash, refuse or waste materials shall not be burned and incinerators designed for the burning of trash, garbage or waste materials shall not be placed or operated on the property. No commercial, industrial or recreational (boat or otherwise) vehicle(s) shall be otherwise than temporarily or casually parked in front of or on any residential lot or common area. Flower gardens, shrubs and trees shall be properly maintained and all open lot areas shall be preserved as lawns, kept mowed and not permitted to grow in excess of three (3) inches.

Section 3. Power of Board of Directors. The Board of Directors shall have the power to change, amend, formulate, publish and enforce reasonable rules and regulations for the use and enjoyment of the Spring Breeze Common Areas.

ARTICLE VIII

EXTERIOR MAINTENANCE

Section 1. Common Area. The Association shall have the following duties and obligations in regard to the Common Area to be conveyed to it:

- (a) To maintain all such areas in a neat and orderly condition and in keeping with the landscaping, grading and site plans of Spring Breeze Community as approved by the Architectural Committee;
- (b) To provide all necessary grass mowing, snow removal and other similar needs;
- (c) To provide an area for the erection of "postal kiosks" and/or "cluster-boxes" for the deposit of mail and enter into such agreements as may be necessary with appropriate Federal Agencies for the maintenance by the Association of said "postal kiosks" and/or "cluster-boxes", if constructed;
- (d) To maintain all non-public ways, parking areas and such portions of public streets, ways or roads as are not publicly maintained for any reason;
- (e) To preserve as common area, any lot designated or shown on the Final Subdivision Record Plat as common area and not to convey, except as otherwise herein stated, any such lot nor devote it to any other use than as specified thereon and herein; and
- (f) To grant rights-of-way or easements upon and over any portion of the common area for utilities and drainage facilities as well as for ingress and egress from and to public owners.

Section 2. Structure and Premise Appearance. In the performance of its duties and obligations, the Association is hereby granted the right and easement, as necessary and acting always in a reasonable manner, to enter and remain upon any lot and any part of the property to fulfill its obligations.

ARTICLE IX

EASEMENTS

Easements for the installation and maintenance of utilities and drainage facilities and for streets, driveways and walkways have been reserved by Declarant as shown on the recorded plat or shall have been established by Declarant, or its successors or assigns, prior to the subjecting of the properties to this Declaration, or may be required by the Association to be granted in the best interests of the Association members; the Association shall have the power and authority, upon a vote of a majority of all members entitled to vote at a duly called meeting, thereafter to grant and establish upon, over and across the common areas, when they shall have been conveyed to the Association, such further easements as are requisite for the convenient use and enjoyment of the property. Within any such easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities or which may change the direction of the flow of drainage channels.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of

this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years. This Declaration or any part thereof may be amended at any time by an appropriate document recorded among the Land Records of Howard County, Maryland. Such document must be executed, sealed and acknowledged by seventy percent (70%) of the members, following the assent and approval thereof by vote of seventy percent (70%) of the members of all classes entitled to vote, computed separately, at a meeting duly called for such purpose.

#### ARTICLE XI

##### FHA/VA APPROVAL

As long as there is any Class B member of the Association, then, in such event, the Association shall not, without the prior written approval of the FHA or VA:

(a) Annex and subject any additional property other than the remainder of Parcel E, which may be annexed automatically, as previously noted to the terms and provisions hereof; or

(b) Sell, lease, exchange, convey, transfer, encumber, dedicate or otherwise dispose of the common area; or

(c) merge or consolidate this Association into any other legal entity; or

(d) dissolve this Association; or

(e) amend this Declaration.

#### ARTICLE XII

##### PARTIAL SUBORDINATION AND CONSENT OF BENEFICIARY AND TRUSTEES UNDER DEED OF TRUST

The Trustees, acting solely on behalf of the Beneficiary and as Trustees under the Deed of Trust hereinbefore mentioned, join in the execution hereof solely to consent to the imposition of the terms and provisions of this Declaration and to subordinate the priority of said Deed of Trust thereto, otherwise, in all particulars retaining the priority and terms of the lien of said Deed of Trust on all the land and premises therein described.

WITNESS the hand of Declarant by the signature of its President and the hand of the Beneficiary by its Trustees.

WITNESS:

HOWARD HOMES BUILDING CO., INC.

By: \_\_\_\_\_

Lee B. Rosenberg, President

\_\_\_\_\_  
Richard L. Cover, Trustee

(signatures continued)

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

Thomas M. Scott, III, Trustee  
UNION TRUST COMPANY OF MARYLAND

By: \_\_\_\_\_  
Charles C. Holman, Vice President

STATE OF MARYLAND, COUNTY OF \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 1981, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared LEE B. ROSENBERG, known to me to be the person described in the foregoing instrument, who, having been first duly sworn, acknowledged the foregoing Declaration of Covenants, Conditions and Restrictions to be the act of HOWARD HOMES BUILDING CO., INC., by him as President, he having been first authorized and empowered so to act.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission expires: July 1, 1982

STATE OF MARYLAND, COUNTY OF \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 1981, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared RICHARD L. COVER, Trustee, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he having been first authorized so to do, executed the same in the capacities therein stated and for the purposes therein contained.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission expires: July 1, 1982

STATE OF MARYLAND, COUNTY OF \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 1981, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared THOMAS M. SCOTT, III, Trustee, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he having been first authorized so to do, executed the same in the capacities therein stated and for the purposes therein contained.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission expires: July 1, 1982

(acknowledgements continued)

STATE OF MARYLAND, COUNTY OF

, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 1981, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared CHARLES C. HOLMAN, Vice President of UNION TRUST COMPANY OF MARYLAND, known to me to be the person described in the foregoing instrument, and acknowledged that he having been first authorized so to do, executed the same in the capacities therein stated and for the purposes therein contained.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission expires: July 1, 1982