

DECLARATION
OF COVENANTS,
CONDITIONS &
RESTRICTIONS



DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, Made this 6 day of 11 11, 1987, by ASHLAND JOINT VENTURE, a Maryland General Partnership (hereinafter referred to as "Declarant"), Weisberger Kennels Incorporated, a body corporate of the State of Maryland (hereinafter referred to as "Weisberger") and Mano Swartz (hereinafter referred to as "Swartz") and Robert K. Rowe (hereinafter referred to as "Rowe").

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Baltimore County, Maryland, which is more particularly described and set out in "EXHIBIT A" attached hereto; and

WHEREAS, Declarant desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common areas and community facilities; and to this end desires to subject the real property described in "EXHIBIT A" hereof to the covenants, restrictions, easements, charges, and liens, hereinafter set forth each and all of which is and are for the benefit of said property and the subsequent owners hereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community to create an Association to which should be delegated and assigned the powers and duties of maintaining and administering the common areas and community facilities, administering and enforcing the within covenants and restrictions and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Declarant has formed or intends to form ASHLAND HOMEOWNERS ASSOCIATION, INC. as a nonprofit corporation without capital stock under the General Laws of the State of Maryland, for the purposes of carrying out the powers and duties aforesaid.

WHEREAS, Weisberger and Swartz join herein to subject their property described in Exhibit D to this Declaration.

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WHEREAS, Rowe joins herein to consent to this Declaration but does not subject his property to its terms and conditions.

NOW THEREFORE, Declarant, Weisberger and Swartz hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, its heirs, successors and assigns, and shall inure to the benefit of each owner thereof. The total number of lots described in Exhibits A and D is 73.

ARTICLE I

DEFINITIONS

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

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

AGRICULTURAL TREATMENT NOT APPLICABLE
KAP 5/15/87

STATE DEPARTMENT OF ASSESSMENTS & TAXATION
KAP 5/15/87

STATE TAXES REQUIRED
ASHLAND
KAP 5/15/87
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Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All that property as more fully described in "EXHIBIT B" attached hereto.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any subdivision recorded map of the properties with the exception of the Common Area. Lots with the designation "A" are garage lots and shall be considered as part of those lots located in the same Block and with the same numerical designation and will not be considered as individual lots.

Section 6. "Declarant" shall mean and refer to Ashland Joint Venture, successors and assigns, if such successors and assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 7. "Mortgagee" shall mean any mortgagee or trustee under a Deed of Trust which has a lien on a lot.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which 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 charge reasonable admission and other fees for the use of any recreational facility which may be situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to the use of the recreational facilities by an Owner for any period during which assessments against his or her lot remains unpaid; and for a period not to exceed sixty (60) days from any infraction of its published rules and regulations;

(c) 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 agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded. Any such dedication or transfer shall be subject to the approval of Baltimore, Maryland, for its requirements.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his or her right of enjoyment to the Common Area and facilities to the members of his or her family, tenants, guests, or contract purchasers who reside on the property.

Section 3. Encroachment. In the event any portion of the common areas encroaches upon any building or any building encroaches upon the common areas, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the planned unit development, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

Section 4. Leases. Any lease agreement between an owner and a lessee shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, Articles of Incorporation, and the By-Laws, and that any failure by

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the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing, and for a term of not less than six (6) months. The lease shall in no way relieve the owner of any duty or obligation imposed by this Declaration.

Section 5. Parking. The planned unit development will contain sufficient parking space to accommodate at least two automobiles for each owner. The Association may assign the parking spaces to its members.

Section 6. Rules and Regulations. Each Owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Areas, as these rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Area. Each Owner shall comply with the covenants, agreements and restrictions imposed by this Declaration for the use and enjoyment of the Common Area.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment 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. The owners of Lot 23, Block D shall be non-voting members of the Association.

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

Class A. Class A members shall all be owners, with the exception of the Declarant, and all shall be entitled to one vote, with the exception of Weisberger and Swartz 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 determine, but in no event shall more than one vote be cast with respect to any lot. Weisberger and Swartz, their heirs and assigns will not be entitled to a vote.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership. Provided, however, the Class B Membership shall be revived (and the Declarant shall again be entitled to three votes for each Lot owned by the Declarant) during any periods of time occurring before the seventh anniversary of the date of the Declaration, when by reason of the annexation of additional land as a part of the Property additional Lots owned by the Declarant exist which, when added to the other Lots then owned by the Declarant, would result in the Declarant having more than 50% of the votes of the Association were the Declarant to have three votes for each Lot owned by the Declarant instead of only a single vote for each Lot owned by the Declarant.) or

(b) on the seventh anniversary date of this Declaration.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual

assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a 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 of the person or entity who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his or her successors in title unless expressly assumed by them.

In consideration for having joined in this Declaration, Weisberger and Swartz, their heirs, personal representatives and assigns are forever exempt from having to pay any annual assessments or charges or any special assessments for Lot 23, Block D.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the properties if and when necessary to carry out the Association's power to provide emergency exterior maintenance.

The assessments shall include an adequate reserve fund for maintenance, repairs and replacement of those elements of the common property that must be replaced on a periodic basis and are payable in regular installments rather than by special assessments.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the Common Area in the Planned Unit Development to the Association, the maximum annual assessment shall be as follows:

(a) For Lots 1 through 22 inclusive, Block D, 1 through 16 inclusive, Block C, and Lots 2 through 17 inclusive, Block A, shall be One Thousand Thirty-Two Dollars (\$1,032.00) per Lot.

(b) For Lots 18 through 45 inclusive, 47, 48, and 49, Block A, shall be Eight Hundred Sixty-Four Dollars (\$864.00) per Lot.

(c) For Lots 46, Block A, 1, 2, 4 through 12 inclusive, Block B, 24 through 28 inclusive, Block D, and 17 through 24 inclusive, Block C, shall be Seven Hundred Sixty-Eight Dollars (\$768.00) per Lot.

(d) From and after January 1st of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than 25% above the maximum assessment for the previous year without a vote of membership.

(e) From and after January 1st of the year immediately following the conveyance of the first lot to the owner, the maximum annual assessment may be increased above 25% by a vote of two thirds (2/3) of each class of members who are voting in person or by proxy of those lots affected by the assessment, at a meeting duly called for this purpose.

(f) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(g) The assessment set forth in (a) and (b) above shall include the cost of restraining the exteriors of the houses constructed on said lots.

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, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class

of members who are voting in person or by proxy at a meeting duly called for this purpose. There shall be no special assessments for Lot 23 Block D.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking action authorized under Sections 3 and 4 shall be sent to all members in the written format provided by the By-Laws not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting shall be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at the rate set in Article IV, Section 3 for all lots and may be collected on a monthly basis.

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 of the common area in the planned unit development to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance. The annual assessments provided for herein with respect to any land which may be annexed to the property, as set forth in Article X hereof, shall commence as to the lots on such land on the first day of the month following the Conveyance of the Common Area in said annexed land by the Declarant to the Association.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum interest rate allowed by law per annum. The Association may bring an action of law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the lot.

Section 9. Subordination of the Lien Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not effect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments 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.

Section 10. Assessment Charges to Declarant. Notwithstanding the above, during the period of construction of improvements (residential dwellings), the Declarant for each lot owned within the property from and after the conveyance of the Common Area in the Planned Unit Development to the Association and all subsequent lots which may hereinafter be brought within the jurisdiction of the Association hereby covenants and agrees

to pay to the Association twenty-five percent (25%) of the annual assessments or charges and special assessments for capital improvements as provided in said Declaration on those lots, for which a certificate of occupancy has been issued, owned by the Declarant which are vacant or improved by an unsold or unoccupied house so long as there is a Class B membership.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. Except for original construction and/or development by the Declarant, and except for any improvements to any lot or to the common areas accomplished by the Declarant concurrently with said construction and/or development, and except for purposes of proper maintenance and repair, no building, fence, wall or other improvements or structures including the planting of any trees or shrubbery 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/or any other proposed form of change (including, without limitation, any other information specified by the Architectural Control Committee) shall have been submitted to and approved 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 the community by an Architectural Control Committee designated by the Board of Directors.

Subject to the same limitations as hereinabove provided for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, (including the installation of curtains, blinds or shades at windows inside the houses and garages), screens, shutters, awnings, patio covers, decorations, fences, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any improvements constructed upon any lot, or to combine or otherwise join two or more dwellings, or to partition the same after combination, or to remove or alter any windows or exterior doors of any dwelling, or to make any change or alteration within any dwelling which will alter the structural integrity of the building or otherwise affect the property, interest or welfare of any other lot owner, materially increase the cost of operating or insuring any of the common areas or impair any easement until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change (including, without limitation, any other information specified by the Architectural Control Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conform with the design concept for the community by the Architectural Control Committee designated by the Board of Directors.

Section 2. Operation. The Board of Directors shall appoint an Architectural Control Committee. The Architectural Control Committee shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors of the Association and such persons shall serve at the pleasure of the Board of Directors. The affirmative vote of a majority of the members of the Architectural Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

Section 3. Approvals, etc.

(a) Upon approval by the Architectural Control Committee 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 such Committee 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 Committee 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 Architectural Control Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with. The Committee shall require the best engineering practices for dust control to be employed during construction, and will keep the home owners informed regarding their responsibility for their use of their property and the avoidance of violations of County and State regulations as to its use.

(b) Notwithstanding any provision to the contrary in this Declaration, nothing shall be constructed in the common areas without the prior approval of Baltimore County.

Section 4. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Committee (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 Committee shall have 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 Committee without the prior consent in writing of the Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee to disapprove such plans and specifications which are subsequently submitted for use in any other instance. This will not release any owner from obtaining any necessary permits required by the County or State.

Section 5. Certification of Compliance. Upon the completion of any construction or alterations or other improvements or structure in accordance with plans and specifications approved by the Architectural Control Committee in accordance with the provisions of this Article, the Architectural Control Committee shall, at the request of the owner thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Architectural Control Committee 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. The Architectural Control Committee 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/or record such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, 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 Architectural Control Committee may charge and collect a reasonable

fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decisions of the Architectural Control Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Committee (or by any policy, standards or guidelines established by the Committee) may appeal the decision of the Architectural Control Committee to the Board of Directors and, upon the request of such member, shall be entitled to a hearing before the Board of Directors of the Association.

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 omission shall apply thereto.

Section 2. Sharing of Repair 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. Weatherproofing. Notwithstanding any other provision of this Article, an owner who by his or her negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. 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 6. 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 arbitrator shall choose one additional arbitrator, and the decisions shall be by a majority of all of the arbitrators.

ARTICLE VII

EXTERIOR MAINTENANCE

This Article VII shall not apply to Lot 23, Block D.

In the event the owner of any lot in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two thirds (2/3) vote of the Board of Directors, shall have the right, through its agents, and employees, to enter upon said parcel and to repair, maintain and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become a part of the

assessment to which such lot is subject.

ARTICLE VIII

EASEMENTS AND USE RESTRICTIONS

Section 1. Prevention of Unkempt Buildings and Grounds. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt condition of such lot of buildings thereon which shall impair the beauty of the neighborhood.

Section 2. Noxious or Offensive Things. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon causing embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals or device or thing of any sort whose activity or existence is, in the opinion of the Board of Directors of the Association, noxious, dangerous, offensive or of a nature as shall destroy or diminish the enjoyment of other property in the neighborhood by the owners thereof.

Section 3. Utility Easements. The Declarant reserves unto itself its successors and assigns, a perpetual, alienable and releaseable easement and right on, over, and under the ground, to install and maintain electronic and telephone poles, wires, cables, conduits, cable TV, sewers, water mains and other suitable equipment, gas, sewer, water, or other public utilities on, in, or over the lots and easement areas as shown on the recorded plat, and Declarant reserves the right to install electric and/or utility meters on the exterior of any dwelling or improvement located on any lot. Said meters may serve the improvements to which they are attached, and may serve other improvements located within the property. A perpetual easement running with each lot shall exist for the placement of such electric and other utility meters on the exterior of the improvement located on said lots.

Section 4. Residential Use of Lots. All lots shall be used for residential purposes exclusively.

Section 5. Temporary Structures or Living Quarters. No trailer, unsightly, damaged, or stored vehicles, mobile home, tent, camper, caravan, treehouse, boats, trucks, pick up trucks, vans, commercial vehicles, or temporary living or camping quarters or sheds, outbuildings or structures shall be placed on any lot or parking areas at any time except with the approval of the Association, and then only in accordance with the rules and regulations which may be established by the Association.

Section 6. Signs. No sign shall be placed or maintained on any lot except "For Sale" and "For Rent" signs, and such signs shall be of reasonable size as may be determined by the Association.

Section 7. Fences. No fence shall be constructed along the front lot lines closer than the rear building lines, and no fence may encroach into the side yard of any end house or individual house in said development, and before the construction of any fence, approval of the Architectural Control Committee shall be attained as provided in Article V.

Section 8. The maintenance, keeping, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any lot or within any dwelling situate upon said lot except that this shall not prohibit the keeping of (2) dogs or (2) cats and/or caged birds as domestic pets, provided they are not kept, bred or maintained for commercial purposes.

Section 9. Garbage and Trash. All garbage and trash shall be kept in covered non-metallic containers and shall not be visible from neighboring units except as required for collection (No garbage or trash may be thrown in the Common Area).

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Section 10. Outside Clothes Lines. Outside clothes lines or clothes trees shall not be permitted.

Section 11. Garments and Rugs. No garments, rugs, and/or any other materials may be hung from the windows or from any of the facades of the project. No rugs or other materials may be dusted from the windows, no rugs may be cleaned by beating on the exterior part of any building and no dust, trash or garbage may be thrown out of any of the windows of any of the buildings.

Section 12. Outside Antennas. Without prior written approval of the Association, no exterior television, radio or dish antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the property.

Section 13. Patios. No patio or deck may be used for the storage of any toys or recreational equipment (but excluding out-door patio furniture), lawn mowers or lawn care equipment.

Section 14. Utilities. The rights and duties with respect to sanitary and water, cable T.V., electricity, gas and telephone lines and other common utilities shall be governed by the following:

(a) Whenever water, sanitary sewer, electricity, gas, cable T.V. or telephone connections, lines, cables or any portion thereof are or have been installed within the property, the owner of any lot, or the Association shall have the right and are hereby granted an easement to the extent necessary therefor, to enter upon or have a utility company enter upon any portion of the property in which said installation lies, to repair, replace and generally maintain said installation.

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

(c) In the event of a dispute between owners with respect to the repair or rebuilding of said installations, or with respect to sharing of the cost thereof, upon written request of one of such owners addressed to the Association, the matter shall be submitted to its Board of Directors who shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties. Any change caused by such rebuilding shall be subject to prior written approval of

(d) Easements over the property for the installation and maintenance of electric, telephone, cable T.V., water, gas, drainage and sewer lines and facilities and the like are hereby reserved the Declarant, together with the right to grant and transfer the same during such time that Declarant is the owner of any part or all of the property. Declarant also reserves the right to enter upon the Common Areas and lots for the purpose of completing the improvements thereon, and for the further purpose of carrying out any obligations which it may have, or assume, with respect to the curing of any defects in workmanship or materials in the property or the improvements thereon or to correct any condition which adversely affects the property or any portion thereof.

Section 15. Sales Office, Etc. Nothing contained in this Declaration shall be construed to in any way, limit the right of Declarant to use any lot owned by Declarant or the Common Area for the purpose of a construction office, sales office, and/or for model and display purposes and for the carrying out of the above activities, and/or storage compound and parking lot for sales, marketing and construction.

Section 16. Pets. All pet wastes shall be removed from the Common Areas, by the respective owners of such pets, on a daily basis.

Section 17. Alarms. No exterior alarms or bells or other signaling devices shall be erected, installed or maintained on any Lot or on any structures erected thereon.

COMMON AREA

Section 1. Grant. The Declarant shall grant and convey to the Association, and the latter shall take and accept from the Declarant, the Common Areas shown on a subdivision plat which is subject to this Declaration, not later than the date the first Lot shown on the subdivision plat which is improved by a dwelling is conveyed to an Owner. At the time of the conveyance the Common Area shall be free of any mortgages, judgments liens or similar liens or encumbrances.

Section 2. Reservations. The Association shall hold the Common Area conveyed to it subject to the following:

(a) The reservation, to the Declarant, its successors and assigns, of the beds, in fee, of all streets, avenues and public highways shown on the subdivision plat which includes the Common Area so conveyed.

(b) The reservation to the Declarant, its successors and assigns, of the right to lay, install, construct and maintain, on, over, under or in those strips across land designated on the subdivision plat, as "Drainage and Utility Easement", "Sewer Easement", "Drainage and Sewer Easement", "Open Space", and "Area Reserved for Future Road", or otherwise designated as an easement area, or on, over, under, or in any portion of any Common Area, pipes, drains, mains, conduits, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone and other public utilities or quasi-public utilities deemed necessary or advisable to provide adequate service to any Lot now or hereafter laid out or established on the Property, or the area in which the same is located, together with the right and privilege of entering upon the Common Area for such purposes and making openings and excavations therein.

(c) The reservation to the Declarant, its successors and assigns, for the right to enter upon any Common Area conveyed to the Association for the purpose of construction or completing the construction of improvements and the landscaping of the Common Area.

(d) The reservation to the Declarant, its successors and assigns, of the right to continue to use and maintain any storm water management ponds and any sediment control ponds or facilities located on any Common Area conveyed to the Association. Baltimore County is hereby given an easement to enter any Stormwater Management Facility to perform any necessary maintenance and to assess any costs to the owner of said facility.

Section 3. Use. All common areas may be used for and only for parks and recreational purposes, postal boxes, parking, trash storage and collection, ingress and egress, and for common utilities, including but not limited to storm water and sanitary sewers, telephone, dish, water, gas, electricity and cable T.V., and for such other purposes authorized by the Association or its Board of Directors subject to the provisions of this Declaration.

ARTICLE XANNEXATION

Declarant shall have the unilateral right, privilege and option without the approval of any other members of the Association from time to time at any time for seven (7) years from the date hereof to annex all or any portion of the land described in Exhibit C attached hereto and made a part hereof by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions approved by Baltimore County with respect to such land, which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such land, which land shall thereupon become part of the property in accordance with the general plan heretofore approved by the Federal

Housing Authority (F.H.A.) and/or the Veterans Administration (V.A.). Upon the filing of such Supplemental Declaration, owners of lots situated on the annexed land shall be subject to the same obligations and entitled to the same privileges as applied to the owners of lots in the initial property. Declarant shall have the unilateral right to transfer or assign to any person, partnership, corporation and/or other entity the said right, privilege and option to annex the aforesaid land described in Exhibit C which is herein reserved to Declarant provided that such transferee or assignee shall be the developer of at least a portion of said land. The total number of lots that may be added is 38 which would make the maximum number of lots 110 if all the land described in Exhibit C is annexed.

Other additional land may be annexed to the property and the Association only upon the approval of two-thirds (2/3) of the Class A and Class B members voting in person or by proxy at the meeting at which such approval is sought. If any lot is security for any mortgage or deed of trust insured by the F.H.A. or the V.A., as long as there is a Class B member(s), the approval of the F.H.A. and/or V.A. as the case may be shall be required prior to the annexation of any additional land. The annexation authorized hereunder shall be made by filing on record a Supplemental Declaration of Covenants, conditions and Restrictions approved by Baltimore County with respect to the additional land, which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such land, which land shall thereupon become part of the property. Upon the filing of any Supplemental Declaration, owners of lots situated on the annexed land shall be subject to the same obligations and entitled to the same privileges as applied to the owners of lots in the initial property.

ARTICLE XI

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, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each. This Declaration may be amended during the first thirty-year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded. So long as there are Class B members of the Association, this Declaration may be amended if said amendment is required by F.H.A., V.A., F.N.M.A. or similar governmental agency, organization or authority, without the assent of the Class A members of the Association. The requirements of this Section do not apply to Article X pertaining to annexation. Any amendment must be approved by Baltimore County.

ARTICLE XII

MORTGAGES

Section 1. Notice to Board of Directors. A lot owner who mortgages his lot shall, in writing, notify the Board of Directors of

the name and address of his mortgagee.

Section 2. Written Notification. A first mortgagee, upon request, is entitled to written notification from the Association of any default in the performance by the individual owner borrower of any obligation imposed by this Declaration or any other document pertaining to the community hereinbefore described which is not cured within sixty (60) days.

Section 3. Written Approval. Unless at least sixty-seven percent (67%) of the first mortgagees (based upon one vote for each first mortgage owned) or owners (other than Class B members) of the individual units in the community have given their prior written approval, the Association shall not be entitled to:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common property owned directly or indirectly, by such Association, for the benefit of the lots in the community;

The granting of easements for public utilities or for other purposes consistent with the intended use of such common property by the Association shall not be deemed a transfer within the meaning of this clause.

(b) change the method of determining the obligations, assessments, dues or other charges which may be levied against an owner;

(c) by act or omission change, waive, or abandon any scheme of regulations, or enforcements thereof, pertaining to the architectural design or the exterior appearance of building, the exterior maintenance of building, the maintenance of common property, party walls, or common fences and driveways, or the upkeep of lawns and plantings in the community;

(d) fail to maintain fire and extended coverage on insurable common property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost);

(e) use hazard insurance proceeds for losses to community common property for other than the repair, replacement or reconstruction of such common property;

(f) change the voting rights;

(g) change any requirements for insurance or fidelity bonds;

(h) change the restrictions on leasing of property;

(i) make any change from professional management to self management if professional management had been required.

(j) make any material amendment to the Declaration or to the By-Laws of the Owners Association.

Section 4. First mortgagees shall have the right:

(a) to examine the books and records of the Association or any entity which owns the common property of the Association;

(b) to inspect the books and records of the Association during normal business hours;

(c) to receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association;

(d) to receive written notice of all meetings of the owners Association and be permitted to designate a representative to attend all such meetings; and

(e) to receive written notice of any loss to or taking of the Common Areas of the Property if such loss or taking exceeds Ten Thousand Dollars (\$10,000.00).

Section 5. If any lot or portion thereof or the common areas or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then any first mortgagee of a lot will be entitled to timely written notice of any such proceeding or proposed acquisition and no provision of any document establishing the Association will entitle the owner of a lot or other party to priority over such first mortgagee with respect to the distribution of the proceeds of any award or settlement.

Section 6. Delinquent Charges. First mortgagees of any unit owner may jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any common property and may pay overdue premiums on hazard insurance policies, for such common property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. Entitlement to such reimbursement is reflected in an agreement in favor of all first mortgagees of unit owners duly executed by the Association, and an original or certified copy of such agreement is possessed by the owner.

Section 7. No provision of the Association documents gives an owner or any other party priority over any rights of first mortgagees of owners in the community pursuant to their mortgages in the case of a distribution to owners of insurance proceeds or condemnation awards for losses to or taking of Association common property.

Section 8. FHA/VA Approval. 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: dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 9. Conflicts. In case of any conflict between this Declaration, the Articles of Incorporation, and the By-Laws of the Association, the Declaration shall control.

ARTICLE XIII

CONVEYANCING

Section 1. Parcels A & B. So long as there are Class B members of the Association, the Declarant, its successors and assigns, shall retain the right to convey its fee simple interest in Parcel A as shown on Plats Two and Four of Ashland recorded among the Plat Records of Baltimore County in Plat Book EHK, Jr. No. 54, folios 82 and 84 to the Maryland Department of Natural Resources and in Parcel B as shown on Plat Three of Ashland recorded among the Plat Records of Baltimore County in Plat Book EHK, Jr. No. 54, folio 83 to the Trustees of the Presbyterian Congregation of Ashland, its successors and assigns.

ARTICLE XIV

Section 1. Lot 3, Block B and Lot 1, Block A. Lot 3, Block B and Lot 1, Block A are not subject to the terms and conditions of this Declaration.

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY that on this 5th day of May, 1986, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County aforesaid, personally appeared Mano Swartz, President of Weisberger Kennels; Incorporated, and Mano Swartz known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged the foregoing Declaration to be their act, and in my presence signed and sealed the same.



Witness my hand and notarial seal.

Anna T. Subin
Notary Public

IN WITNESS, the signature of Robert K. Rowe.

Robert K. Rowe (SEAL)
ROBERT K. ROWE

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY that on this 19th day of March, 1986, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, the undersigned Robert K. Rowe, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing Declaration to be his act, and in my presence signed and sealed the same.

Witness my hand and notarial seal.

Moria S. Charlton
Notary Public

My commission expires: 7/1/90

~~Municipal Savings and Loan Association, Inc. joins herein to subordinate its mortgage from Ashland Joint Venture recorded among the Land Records of Baltimore County to the terms and conditions of this Declaration.~~

~~Witness the hand and seal of said Mortgagee.~~

WITNESS:

MUNICIPAL SAVINGS AND LOAN ASSOCIATION, INC.

~~By: _____ (SEAL)
JOHN W. MCCLEAN, Senior Vice President~~

IN WITNESS, the signatures of Joseph J. Bouffard,
President of Towson Service Corporation and Kimberly B.
Strutt, General Partner of GFS Limited Partnership.

WITNESS:

[Signature]

ASHLAND JOINT VENTURE, a
Maryland General Partnership
By: GFS LIMITED PARTNERSHIP,
General Partner

By: [Signature] (SEAL)
KIMBERLY B. STRUTT, General
Partner

By: TOWSON SERVICE CORPORATION,
General Partner

By: [Signature] (SEAL)
Joseph J. Bouffard,
President

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY that on this 4th day of December
, 1986, before me, the subscriber, a Notary Public of the
State of Maryland, in and for Baltimore City, personally
appeared Kimberly B. Strutt, General Partner of GFS Limited
Partnership, and Joseph J. Bouffard, President of Towson
Service Corporation, General Partners of Ashland Joint
Venture, a Maryland General Partnership, and acknowledge the
foregoing Declaration to be the act of said general
partnership.

Witness my hand and notarial seal.

My commission expires: 7/1/90

[Signature]
Notary Public

IN WITNESS, the signature of Mano Swartz, President of
Weisberger Kennels, Incorporated, and Mano Swartz.

WITNESS:

[Signature]

WEISBERGER, KENNELS,
INCORPORATED
By: [Signature] (SEAL)
MANO SWARTZ, President

[Signature] (SEAL)
MANO SWARTZ,

~~STATE OF MARYLAND, BALTIMORE COUNTY, to wit:~~

~~I HEREBY CERTIFY that on this _____ day of _____, 1986, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County aforesaid, personally appeared Mano Swartz, President of Weisberger Kennels, Incorporated, and Mano Swartz known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged the foregoing Declaration to be their act, and in my presence signed and sealed the same.~~

~~Witness my hand and notarial seal.~~

~~Notary Public~~

My commission expires: 7/1/90

Municipal Savings Bank, F S B joins herein to subordinate its mortgage and Deed of Trust and Note secured thereby from Ashland Joint Venture recorded among the Land Records of Baltimore County in EHK, Jr. 6866, folio 550 and EHK, Jr. 7034, folio 687 to the terms and conditions of this Declaration.

Witness the hand and seal of said Mortgagee and Trustees this 6 day of MAY, 1987.

WITNESS:

MUNICIPAL SAVINGS BANK, F S B

[Signature]

By: [Signature] (SEAL)
JOHN W. MCCLEAN, Senior
Vice President

[Signature]

[Signature] (SEAL)
JOSEPH J. BOUFFARD, Trustee

[Signature]

[Signature] (SEAL)
JOHN W. MCCLEAN, Trustee

Baltimore Bancorp joins herein to subordinate its Deed of Trust and Note secured thereby from Ashland Joint Venture recorded among the Land Records of Baltimore County in EHK, Jr. 7248, folio 664 and 7362, folio 716 to the terms and conditions of this Declaration.

Witness the hand and seal of said Mortgagee and Trustees this 6 day of MAY, 1987.

WITNESS:

BALTIMORE BANCORP

[Signature]

By: [Signature] (SEAL)
President

[Signature]

[Signature] (SEAL)
JOSEPH J. BOUFFARD, Trustee

[Signature]

[Signature] (SEAL)
JOHN W. MCCLEAN, Trustee

The undersigned owners join herein to consent to this Declaration of Covenants, Conditions and Restrictions and subject their lots to the terms and conditions thereof:

WITNESS the signature of Lee R. Rock

[Signature] (SEAL)
LEE R. ROCK
Owner of Lot 24 - 7 Foundry Court

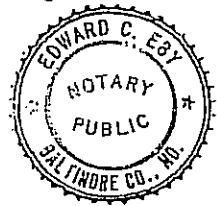
STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, That on this 23rd day of October, in the year one thousand nine hundred and eighty-six, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Lee R. Rock, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing instrument to be his act, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission expires: 7/1/90



WITNESS the signatures of H. Robert Levenson and Miriam L. T. Levenson.

[Signature] (SEAL)
H. ROBERT LEVENSON

[Signature] (SEAL)
MIRIAM L. T. LEVENSON
Owners of Lot 25 - 5 Foundry Court

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, That on this 30th day of October, in the year one thousand nine hundred and eighty-six, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared H. Robert Levenson and Miriam L. T. Levenson, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged the foregoing instrument to be their act, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission expires: 7/1/90



WITNESS the signatures of A. Wade Kach and Evelyn B. Kach, his wife.

A. Wade Kach (SEAL)
A. WADE KACH

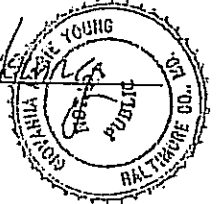
Evelyn B. Kach (SEAL)
EVELYN B. KACH
Owners to Lot 4 - 214 Ashland Road

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, That on this 16th day of March, in the year one thousand nine hundred and eighty-seven, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared A. Wade Kach and Evelyn B. Kach, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged the foregoing instrument to be their act, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Giovanna M. Young
Notary Public



My Commission expires: 7/1/90

WITNESS the signatures of Frank A. Traglia and Loretta E. Busch.

Frank A. Traglia (SEAL)
FRANK A. TRAGLIA

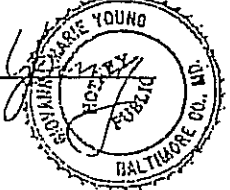
Loretta E. Busch (SEAL)
LORETTA E. BUSCH
Owners of Lot 5 - 216 Ashland Road

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, That on this 20th day of April, in the year one thousand nine hundred and eighty-seven, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Frank A. Traglia and Loretta E. Busch, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged the foregoing instrument to be their act, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Giovanna M. Young
Notary Public



My Commission expires: 7/1/90

WITNESS the signatures of Gregory C. Martin and Susan D. Martin, his wife.

Gregory C. Martin (SEAL)
GREGORY C. MARTIN

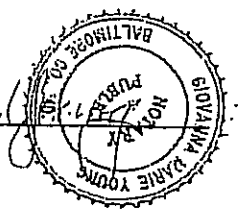
Susan D. Martin (SEAL)
SUSAN D. MARTIN
Owners to Lot Nos. 15 and 15A -
212 Clay Hill Circle

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, That on this 13th day of May, in the year one thousand nine hundred and eighty-seven, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Gregory C. Martin and Susan D. Martin, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged the foregoing instrument to be their act, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Stiganna M. Young
Notary Public



My Commission expires: 7/1/90

WITNESS the signatures of Douglas R. Nelson and Margaret Mary Nelson, his wife.

Douglas R. Nelson (SEAL)
DOUGLAS R. NELSON

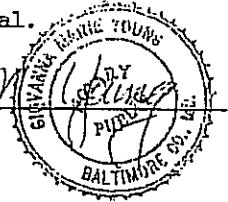
Margaret Mary Nelson (SEAL)
MARGARET MARY NELSON
Owners to Lot No. 17 - Block C
6 Foundry Court

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, that on this 12th day of May, in the year one thousand nine hundred and eighty-seven, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Douglas R. Nelson and Margaret Mary Nelson, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged the foregoing instrument to be their act, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Alvanna M. Young
Notary Public



My Commission expires: 7/1/90

Alvanna M. Young
5/15/87

Phase One

Beginning for the same on the northwest side of Ashland Road, thirty feet wide, and at the west outline of the land shown on "Plat One of Ashland" recorded among the Land Records of Baltimore County in Plat Book E.H.K., Jr. 54, Page 81, running thence binding on the west outline of said land five courses: (1) North 30 degrees 46 minutes 08 seconds West 30.87 feet, (2) North 30 degrees 46 minutes 08 seconds West 177.00 feet, (3) North 30 degrees 35 minutes 39 seconds West 156.02 feet, (4) North 04 degrees 19 minutes 05 seconds West 83.20 feet, and (5) North 18 degrees 40 minutes 55 seconds East 195.48 feet, thence binding on the north outline of "Ashland" shown on the plat herein referred to and on "Plat Two of Ashland" recorded among the aforesaid Land Records in Plat Book E.H.K., Jr. 54, Page 82, in all, (6) South 85 degrees 04 minutes 05 seconds East 1423.00 feet, thence binding on the southeast outline of "Ashland" shown on said last mentioned plat and on "Plat Four of Ashland" recorded among said Land Records in Plat Book E.H.K., Jr. 54, Page 84, in all, (7) South 26 degrees 41 minutes 28 seconds West 1382.08 feet, thence binding on a part of the south outline of the land shown on said last mentioned plat, (8) South 89 degrees 00 minutes 28 seconds West 74.53 feet, thence binding on a part of the northwest line of the "Right of Way to Md. Dept. of Natural Resources", sixty-six feet wide and shown on said last mentioned plat, (9) North 26 degrees 41 minutes 28 seconds East 296.73 feet, thence binding on the southwest and northwest lines of Lot 23, Block D, shown on said last mentioned plat, four courses: (10) North 63 degrees 16 minutes 30 seconds West 204.94 feet, (11) North 41 degrees 39 minutes 11 seconds West 178.84 feet, (12) North 27 degrees 59 minutes 27 seconds East 69.96 feet, and (13) North 43 degrees 41 minutes 04 seconds East 185.97 feet, thence along the rear lines of Lots 21 and 22, Block C, shown on the aforementioned "Plat Two of Ashland", (14) South 84 degrees 33 minutes 58 seconds West 63.04 feet, thence along the rear lines of Lots 23 and 24, Block C, shown on "Plat Three of Ashland" recorded among said Land Records in Plat Book E.H.K., Jr. 54, Page 83, (15) South 84 degrees 33 minutes 58 seconds West 113.71 feet, thence binding on the west line of said Lot

LIBERTY 531 FOLIO 67

24, Block C, (16) North 00 degrees 54 minutes 32 seconds West 143.16 feet, thence continuing said line, (17) North 00 degrees 54 minutes 32 seconds West 10.00 feet to a point on the south side of Ashland Road, thirty feet wide, shown on said last mentioned plat and on "Plat Two of Ashland" herein referred to, thence binding on the south side of said Ashland Road seven courses: (18) North 01 degrees 05 minutes 20 seconds East 44.05 feet, (19) North 79 degrees 52 minutes 28 seconds East 30.03 feet, (20) North 03 degrees 12 minutes 20 seconds East 47.01 feet, (21) North 00 degrees 02 minutes 20 seconds East 123.09 feet, (22) South 00 degrees 51 minutes 32 seconds East 211.59 feet, (23) South 01 degrees 13 minutes 32 seconds East 110.99 feet, and (24) South 71 degrees 03 minutes 32 seconds East 132.30 feet, thence crossing said Ashland Road and binding on a part of the northwest line of the "Right of Way to Md. Dept. of Natural Resources" herein referred to, (25) North 26 degrees 41 minutes 20 seconds East 30.44 feet, thence binding on the north and northwest side of Ashland Road shown on said last mentioned plat and on "Plat One Ashland" herein referred to, also courses: (26) North 73 degrees 03 minutes 32 seconds West 139.60 feet, (27) North 01 degrees 13 minutes 32 seconds West 115.13 feet, (28) North 00 degrees 51 minutes 32 seconds West 214.41 feet, (29) South 00 degrees 02 minutes 20 seconds West 125.16 feet, (30) South 03 degrees 12 minutes 20 seconds West 49.15 feet, (31) South 79 degrees 52 minutes 28 seconds West 30.59 feet, (32) South 01 degrees 05 minutes 20 seconds West 109.75 feet, (33) South 71 degrees 37 minutes 30 seconds West 145.64 feet, and (34) South 63 degrees 10 minutes 21 seconds West 119.29 feet to the place of beginning.

Containing 20.7695 acres of land, more or less.

Saving and excepting Lot 3, Block B and Lot 1, Block A as shown on Amended Plat One of Ashland recorded among the Plat Records of Baltimore County in Plat Book SM 56, folio 76.

EXHIBIT B

Exhibit B

Phase One

Beginning for the same on the northwest side of Ashland Road, thirty feet wide, and at the west outline of the land shown on "Plat One of Ashland" recorded among the Land Records of Baltimore County in Plat Book E.H.K., Jr. 54, Page 81, running thence binding on the west outline of said land five courses: (1) North 30 degrees 46 minutes 08 seconds West 30.87 feet, (2) North 30 degrees 46 minutes 08 seconds West 177.00 feet, (3) North 30 degrees 35 minutes 39 seconds West 156.02 feet, (4) North 04 degrees 19 minutes 05 seconds West 83.20 feet, and (5) North 18 degrees 40 minutes 55 seconds East 195.48 feet, thence binding on the north outline of "Ashland" shown on the plat herein referred to and on "Plat Two of Ashland" recorded among the aforesaid Land Records in Plat Book E.H.K., Jr. 54, Page 82, in all, (6) South 85 degrees 04 minutes 05 seconds East 1423.00 feet, thence binding on the southeast outline of "Ashland" shown on said last mentioned plat and on "Plat Four of Ashland" recorded among said Land Records in Plat Book E.H.K., Jr. 54, Page 84, in all, (7) South 26 degrees 41 minutes 28 seconds West 1382.08 feet, thence binding on a part of the south outline of the land shown on said last mentioned plat, (8) South 89 degrees 00 minutes 28 seconds West 74.53 feet, thence binding on a part of the northwest line of the "Right of Way to Md. Dept. of Natural Resources", sixty-six feet wide and shown on said last mentioned plat, (9) North 26 degrees 41 minutes 28 seconds East 296.73 feet, thence binding on the southwest and northwest lines of Lot 23, Block D, shown on said last mentioned plat, four courses: (10) North 63 degrees 16 minutes 30 seconds West 284.94 feet, (11) North 41 degrees 39 minutes 11 seconds West 178.84 feet, (12) North 27 degrees 59 minutes 27 seconds East 69.96 feet, and (13) North 43 degrees 41 minutes 04 seconds East 185.97 feet, thence along the rear lines of Lots 21 and 22, Block C, shown on the aforementioned "Plat Two of Ashland", (14) South 84 degrees 33 minutes 58 seconds West 63.04 feet, thence along the rear lines of Lots 23 and 24, Block C, shown on "Plat Three of Ashland" recorded among said Land Records in Plat Book E.H.K., Jr. 54, Page 83, (15) South 84 degrees 33 minutes 58 seconds West 113.71 feet, thence binding on the west line of said Lot

24, Block C, (16) North 08 degrees 54 minutes 32 seconds West 143.16 feet, thence continuing said line, (17) North 08 degrees 54 minutes 32 seconds West 10.00 feet to a point on the south side of Ashland Road, thirty feet wide, shown on said last mentioned plat and on "Plat Two of Ashland" herein referred to, thence binding on the south side of said Ashland Road seven courses: (18) North 81 degrees 05 minutes 28 seconds East 44.05 feet, (19) North 79 degrees 52 minutes 28 seconds East 30.03 feet, (20) North 83 degrees 12 minutes 28 seconds East 47.01 feet, (21) North 88 degrees 02 minutes 28 seconds East 123.09 feet, (22) South 88 degrees 51 minutes 32 seconds East 211.59 feet, (23) South 81 degrees 13 minutes 32 seconds East 110.99 feet, and (24) South 73 degrees 03 minutes 32 seconds East 132.38 feet, thence crossing said Ashland Road and binding on a part of the northwest line of the "Right of Way to Md. Dept. of Natural Resources" herein referred to, (25) North 26 degrees 41 minutes 28 seconds East 30.44 feet, thence binding on the north and northwest side of Ashland Road shown on said last mentioned plat and on "Plat One Ashland" herein referred to, nine courses: (26) North 73 degrees 03 minutes 32 seconds West 139.68 feet, (27) North 81 degrees 13 minutes 32 seconds West 115.13 feet, (28) North 88 degrees 51 minutes 32 seconds West 214.41 feet, (29) South 88 degrees 02 minutes 28 seconds West 125.16 feet, (30) South 83 degrees 12 minutes 28 seconds West 49.15 feet, (31) South 79 degrees 52 minutes 28 seconds West 30.59 feet, (32) South 81 degrees 05 minutes 28 seconds West 109.75 feet, (33) South 71 degrees 37 minutes 38 seconds West 145.64 feet, and (34) South 63 degrees 10 minutes 21 seconds West 119.29 feet to the place of beginning.

Containing 20.7695 acres of land, more or less.

Saving and excepting:

Lots 1-31 inclusive, 3A, 4A, 7A, 8A, 11A, 12A, 15A, 16A, Block A and Lots 1-6 inclusive, Block B and the beds of Clay Hill Circle, Ferrous Court and Furnace Court all as shown on Amended Plat One of Ashland recorded among the Plat Records of Baltimore County in Plat Book SM No. 56, folio 76.

Lots 32-49 inclusive, Block A and Lots 7-12 inclusive, Block B and Lots 17-22 inclusive, Block C and Lots 24-28 inclusive, Block D

and the Beds of Clay Hill Circle, Stone Row Court and Foundry Court as shown on Plat Two of Ashland recorded among the Plat Records of Baltimore County in Plat Book E.H.K., Jr. No. 54, folio 82.

Lots 23 and 24, Block C as shown on Amended Plat Three of Ashland recorded among the Plat Records of Baltimore County in Plat Book SM No. 56, folio 77.

Lot 23, -Block D as shown on Amended Plat Four of Ashland recorded among the Plat Records of Baltimore County in Plat Book SM No. 56, folio 78.

Exhibit C

Future Phases

Beginning for the same on the south outline of the land shown on "Plat Four of Ashland" recorded among the Land Records of Baltimore County in Plat Book E.H.K., Jr. 54, Page 84, and at the intersection of said south outline with the northwest line of the "Right of Way to Md. Dept. of Natural Resources", sixty-six feet wide and shown on said plat, running thence binding on a part of said south outline, (1) South 89 degrees 00 minutes 28 seconds West 382.97 feet, thence binding on the southwest and west outline of "Ashland" shown on said plat and on "Plat Three of Ashland" recorded among the aforesaid Land Records in Plat Book E.H.K., Jr. 54, Page 83, five courses: (2) North 53 degrees 18 minutes 32 seconds West 608.50 feet, (3) North 16 degrees 59 minutes 28 seconds East 205.58 feet, (4) North 28 degrees 54 minutes 27 seconds East 78.19 feet, (5) South 69 degrees 14 minutes 45 seconds East 29.58 feet, and (6) North 35 degrees 21 minutes 22 seconds East 105.61 feet, thence binding on the southeast and south side of Ashland Road, thirty feet wide, shown on said last mentioned plat, three courses: (7) North 63 degrees 10 minutes 21 seconds East 234.44 feet, (8) North 71 degrees 37 minutes 38 seconds East 140.93 feet, and (9) North 81 degrees 05 minutes 28 seconds East 63.54 feet, thence (10) South 08 degrees 54 minutes 32 seconds East 10.00 feet to the northwest corner of Lot 24, Block C, shown on said last mentioned plat, thence binding on the west line of said lot, (11) South 08 degrees 54 minutes 32 seconds East 143.16 feet, thence binding on the rear lines of Lots 23 and 24 of said Block C, (12) North 84 degrees 33 minutes 58 seconds East 113.71 feet, thence along the rear lines of Lots 21 and 22, Block C, shown on "Plat Two of Ashland" recorded among said Land Records in Plat Book E.H.K., Jr. 54, Page 82, (13) North 84 degrees 33 minutes 58 seconds East 63.04 feet to the north corner of Lot 23, Block D, shown on the aforementioned "Plat Four of Ashland", thence binding on the northwest and southwest lines of said Lot 23, Block D, four courses: (14) South 43 degrees 41 minutes 04 seconds West 185.97 feet, (15) South 27 degrees 59 minutes 27 seconds West 69.96 feet, (16) South 41 degrees 39 minutes 11 seconds East 178.84

feet, and (17) South 63 degrees 16 minutes 30 seconds East 284.94 feet, and thence binding on a part of the northwest line of the "Right of Way to Md. Dept. of Natural Resources", sixty-six feet wide and shown on said last mentioned plat, (18) South 26 degrees 41 minutes 28 seconds West 296.73 feet to the place of beginning.

Containing 11.6154 acre of land, more or less. *cm*

Paul + Moser
21 W. Susquehanna
21204

ASHLAND HOMEOWNERS ASSOCIATION INC.
AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Amendment") made this _____ day of _____, 1991 by the undersigned members of the Ashland Homeowners Association, Inc.

INTRODUCTORY STATEMENT

A. By virtue of a certain Declaration of Covenants, Conditions and Restrictions dated May 6, 1987 and recorded among the Land Records of Baltimore County, Maryland in Liber S.M. 7531, folio 545 (the "Declaration") Ashland Joint Venture and others subjected certain real property described in Exhibit A to the Declaration to certain covenants, conditions and restrictions, and created the Ashland Homeowners Association, Inc. (the "Association") to represent the interests of the owners of lots within the subdivision known as "Ashland" (the "Subdivision").

B. Article XI, Section 3 of the Declaration provides that the Declaration may be amended during the first thirty (30) years after its recordation by an instrument signed by not less than ninety percent (90%) of the lot owners.

C. The undersigned lot owners desire to amend the declaration as hereinafter set forth.

D. The requisite number of first mortgagees have given their consent to these amendments as required by Article XII, Section 3 of the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The first grammatical sentence of Article IV ("Covenant for Maintenance Assessments"), Section 2 ("Purpose of

Assessments")' is hereby deleted in its entirety, and substituted therefor is the following:

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the Common Area, and the improvements, maintenance and periodic repainting and restaining of the exteriors of the homes situated upon Lots 1-22 inclusive, Block D; Lots 1-16 inclusive, Block C; Lots 2-17 inclusive, Block A; and Lots 18-45 inclusive, 47, 48 and 49, Block A, all as shown on the plats for the property.

2. The preamble to Article IV, Section 3 ("Maximum Annual Assessment") is hereby deleted and substituted therefor is the following:

Until January 1, 1992, the maximum annual assessment shall be as follows:

3. Article IV, Section 7 ("Date of Commencement of Annual Assessments: Due Dates") is amended by deleting the first sentence thereof and substituting therefor the following:

The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the first lot in the planned unit development to an Owner other than Declarant.

4. Article XI ("Exterior Maintenance") is amended by adding at the end thereof the following new text:

As set forth in Article IV, Section 3 of this Declaration, the Association shall be responsible for periodic repainting and restaining of the exteriors of the houses constructed on lots 1-22 inclusive, Block D; lots 1-16, Block C; lots 2-17 inclusive, Block A; and Lots 18-45 inclusive, 47, 48 and 49, Block A, all as shown on the plats for the property. The cost of such restaining and repainting shall be funded by annual or special assessments imposed on such lots by the Association. The frequency of such restaining and repainting shall be determined by the Board of Directors.

5. Article XI ("General Provisions"), Section 3 ("Amendment") is hereby deleted in its entirety, and substituted therefor is the following:

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, and after which time they shall be automatically extended for successive periods of ten (10) years each. This Declaration may be amended by recordation among the Land Records of Baltimore County, Maryland of an amendment instrument signed by the President or Vice-President of the Association, accompanied by a Certificate of the Secretary of the Association stating that the amendment was approved by the vote of not less than seventy-five percent (75%) of the votes of the Owners entitled to be cast. Such certificate shall be conclusive evidence of the Owners' approval of such amendment. So long as there are Class B members of the Association, this Declaration may be amended if said amendment is required by FHA, VA, FNMA or similar governmental agency, organization or authority, without the assent of the Class A members of the Association. The requirements of this section do not apply to Article X, pertaining to annexation.

6. Article XI is further amended by adding thereto new Section 4 ("Informal Action"):

Section 4. Informal Action. Whenever the Owners are required or permitted by the provisions of this Declaration or the By-laws of the Association to give or withhold their approval or consent or to take any other action, or whenever the taking of any action by the Association, or the effectiveness thereof, is conditioned by any of such provisions upon the approval or consent thereto by the Owners or upon them having taken any other action, such approval or consent may be given or withheld, and such action may be taken by the Owners without a formal meeting of the Association having been held for such purpose, provided that the number of votes sufficient to cause such approval or consent be given or withheld or such action to be taken at a formal meeting called for such purpose at which a quorum of Owners were present, have consented thereto in writing.

Except as hereinabove set forth, the Declaration and all of its terms and conditions shall remain in full force and effect.

WITNESS, the due execution hereof on the day and year first above written by the required number of lot owners.

WITNESS:

ASHLAND JOINT VENTURE

By: GFS LIMITED PARTNERSHIP

Michael W. Jones

By: Kimberly B. Strutt (SEAL)
Kimberly B. Strutt,
General Partner

By: TOWSON SERVICE CORPORATION,
General Partner

Michael W. Jones

By: Joseph J. Bouffard (SEAL)
Joseph J. Bouffard,
President

STATE OF MARYLAND)
CITY/COUNTY OF Balto.)

TO WIT:

I HEREBY CERTIFY that on May 8, ¹⁹⁹²~~1991~~, before me, a Notary Public of the State aforesaid, personally appeared Kimberly B. Strutt, who acknowledged himself to be the general partner of GFS Limited Partnership ("GFS"), and that he executed the foregoing instrument for the purposes therein contained by signing the name of GFS in its capacity as general partner of Ashland Joint Venture by himself as such partner.

WITNESS my hand and Notarial Seal.

Jennifer Bentz-Rettaliata
Notary Public
Jennifer Bentz-Rettaliata

My Commission Expires: 6/15/94

STATE OF MARYLAND)
COUNTY OF BALTIMORE)

TO WIT:

I HEREBY CERTIFY that on May 8, ¹⁹⁹²~~1991~~, before me, a Notary Public of the State aforesaid, personally appeared Joseph J. Bouffard, who acknowledged himself to be the President of Towson Service Corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the

Corporation in its capacity as general partner of Ashland Joint
Venture by himself as such officer.

WITNESS my hand and Notarial Seal.

Jennifer Bentz-Rittaliata
Notary Public
Jennifer Bentz-Rittaliata

My Commission Expires: 8/15/94

CERTIFICATION

The undersigned President and Secretary of Ashland
Homeowners Association, Inc. hereby certify that the amendments
to the Declaration contained herein have received the prior
consent of first mortgagees by the vote and to the extent
required by Article XII, Section 3 of the Declaration.

WITNESS:

Lee Rock, President (SEAL)

Douglas B. Schoettinger, Secretary (SEAL)

STATE OF MARYLAND)
) TO WIT:
COUNTY OF BALTIMORE)

I HEREBY CERTIFY, that on this _____ day of _____, 1991, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared Lee Rock, President, and Douglas B. Schoettinger, Secretary of Ashland Homeowners Associates, Inc., who acknowledged that they executed the foregoing Certification the purposes contained herein and made oath that the same is true and correct.

AS WITNESS my hand and Notarial Seal.

Notary Public (SEAL)

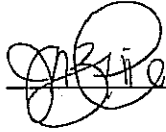
My Commission Expires: _____

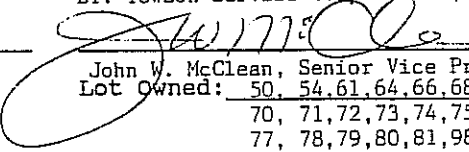
THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned Maryland attorney.

Charles E. Brodsky

OWNERS OF LOTS

Ashland Joint Venture
BY: Towson Service Corporation, General Partner



 (SEAL)
John W. McClean, Senior Vice President
Lot Owned: 50, 54, 61, 64, 66, 68, 69,
70, 71, 72, 73, 74, 75, 76,
77, 78, 79, 80, 81, 98 and 99

(SEAL)

Lot Owned: _____

STATE OF MARYLAND)
COUNTY OF BALTIMORE)

TO WIT:

I HEREBY CERTIFY, that on this 22nd day of December,
1992 before me, the subscriber, a Notary Public of the State of
Maryland aforesaid, personally appeared John W. McClean and
N/A, owner(s) of [Address]: the above stated
Lots, known to me, or
satisfactorily proven to be the person(s) whose name(s) is/are
subscribed to this Amendment, and acknowledged that he/she/they
executed the same for the purposes contained herein.

AS WITNESS my hand and Notarial Seal.

 (SEAL)
Notary Public

My Commission Expires: 10/1/93

